

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

**PARTICIPANT: STATE OF UTAH
State of Utah Contract No. MA149**

This Participating Addendum (the "PA") is made this 13th day of April 2012 (the "PA Effective Date"), between State of Utah ("Participant" or "STATE"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates all government entities within the State of Utah, including, without limitation, all state agencies and local public bodies including the cities, counties, public schools and institutions of higher education as the only authorized Participating Entities under the Agreement.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Agreement #S1907 and the PA #MA149. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

Name: Debbie Gunderson
Title: Purchasing Agent
Address: 3150 State Office Building
Salt Lake City, UT 84114
Telephone: (801)538-3150
Fax Number: (801) 538-3882

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188

E-Mail: dgundersen@utah.gov

E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax Number: _____
E-Mail: _____

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Contractor may work with the State of Utah, Dept. of Human Resource Management to provide information to Employees about the Employee Benefit Program. The State of Utah Contract Summary documents on the web will identify that there is an Employee Benefit Program available.

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following charges being paid by Contractor under the Contract:

- **WSCA.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.
- **Participant.** Contractor is being charged a State of Utah Administration Fee of one percent (one percent) of the Total Wireless Spend generated in connection with this PA in the following quarterly installments:

<u>Period End</u>	<u>Fee Due</u>
March 31 st	May 15 th
June 30 th	August 15 th
September 30 th	November 15 th
December 31 st	February 15 th (of following calendar year)

Contractor will make the corresponding payments to the State in the form of a check or EFT payment payable to the "State of Utah Division of Purchasing. The Contractor agrees to provide a quarterly utilization report, reflecting Total Wireless Spend to the Participating Entity during the associated period. The report will show the quantities and dollar volume of purchases by Participating Entity. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing, and a copy to the Utah reports email address salesreports@utah.gov.

8.1 Acknowledgement. The Parties acknowledge and agree that, notwithstanding anything to the contrary in the Agreement, the fees referenced in this section 8 are costs to Contractor.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Additional Terms and Conditions.

10.1 Monthly Service Charge Discount. The Parties acknowledge and agree that, notwithstanding anything to the contrary elsewhere in the Agreement, Participating Entities receiving Service in connection with this PA will receive the following Monthly Service Charge Discount: (a) CRUs: Twenty-Four Percent (24%); (b) IRUs: Sixteen Percent (16%).

10.2 State of Utah Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

STATE OF UTAH

By: Kent D Beers
By DJ, duly authorized
Name: Kent D Beers
Title: Director, Purchasing
Date: 4/10/12

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: Theresa Page
By Theresa Page, duly authorized
Name: Theresa Page
Title: Sr. Contracts Mgr.
Date: 04/13/12

EXHIBIT A ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will be added to the PA:

1) **AUTHORITY:** Provisions of this Exhibit A are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multi-Step Process.

2.1 Status Verification System

- A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-12-302.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

2.2 Indemnity Clause for Status Verification System

- A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
- B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

3) **TAXES:** The State's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The State's Federal excise exemption number is 87-780019K.

4) **PUBLIC INFORMATION:** Contractor understands that the Contract, corresponding purchase orders, invoices, and the Contractor's response to the RFP are subject to the State of Utah Government Records Access and Management Act (GRAMA).

5) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

6) **INDIVIDUAL CUSTOMERS:** Each Participating Entity that uses this Contract will be treated as if they were individual customers. Each Participating Entity will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each Participating Entity individually.

7) **CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS:** The Contractor shall provide (at its own expense) the Department with sufficient personal information about its agents or employees, and the agents and employees of its subcontractors (if any) who will enter upon secure premises controlled, held, leased, or occupied by the State during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by the Department. "Sufficient personal information" about its agents or employees, and the agents and employees of its subcontractors (if any) means for the Contractor to provide to the State Project Manager, in advance of any on-site work, a list of the full names of the designated employees, including their social security number, driver license number and state of issuance, and their birth date. Thereafter, on their first site visit, each contractor employee expected to work on-site shall be fingerprinted by the State, and the State is authorized to conduct a federal criminal background check based upon those fingerprints and personal information provided. Contractor, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees, and the agents and employees of its subcontractors (if any) who have been convicted of a felony and certain misdemeanors to enter upon any premises controlled, held, leased, or occupied by the Department. A felony and misdemeanor are defined by the jurisdiction of the State of Utah, regardless of where the conviction occurred.

8) **Employment Practices Clause:** Section 35 in the Master Agreement will apply. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place.

MASTER SERVICE AGREEMENT

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

and

AT&T MOBILITY NATIONAL ACCOUNTS LLC

RECITALS

Whereas, pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium;

Whereas, WSCA issued Request for Proposal #1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment, dated February 3, 2011, as amended, which is attached hereto and incorporated herein as Attachment BB (the "Solicitation");

Whereas, Contractor submitted its Response to the Solicitation, which is attached hereto and incorporated herein as Attachment CC (the "Response");

Whereas, on or about May 24, 2011, and in connection with the Solicitation, WSCA gave notice of its intent to award contracts to certain entities including Contractor (the "Notice of Intent to Award");

Whereas, WSCA and Contractor intend to enter into a contract in connection with the Solicitation and the Notice of Intent to Award that operates to both (a) set forth terms and conditions applicable between WSCA and/or the Lead State, and Contractor with respect to the overall procurement; and (b) set forth the primary, first-in-precedence terms and conditions applicable between Contractor and Participating Entities participating in the Contract.

In consideration of the above premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. The Master Service Agreement (aka the "Contract") shall not become effective until and unless approved by the WSCA Directors.

2. DEFINITIONS.

2.1 "Contract" and "Master Service Agreement" mean this document, entitled "Master Service Agreement," including, without limitation, Contractor's Special Terms and Conditions, as may be amended by the Lead State, and Contractor, together with other incorporated documents as more fully described in §5 herein.

2.2 "Contractor" means the vendor entity that, along with WSCA, is a party to the Contract and that performs services and/or provides goods for WSCA under the Contract.

2.3 "Fiscal Year" is the Lead State's fiscal year, which is the period beginning July 1 and ending June 30 of the following year.

2.4 "Participant" and/or "Participating State" means a state or other authorized entity that (a) has executed a Participating Addendum; or (b) has signed (and not revoked) an Intent to Contract at the time of the award of this Contract.

2.5 "Participating Addendum" and/or "PA" mean an agreement between Contractor and a Participant, in form and substance substantially similar to Exhibit 1 to the Special Terms and Conditions, through which such Participant participates in the Contract.

2.6 "Participating Entity" and/or "Buyer" mean a Participant, Participating State or other entity properly authorized by a Participant to purchase services and products under the Contract, or that otherwise participates in the Contract through the corresponding Participating Addendum.

2.7 "Special Terms and Conditions" means Contractor's additional terms and conditions, unique to Contractor with respect to its corresponding services and products, which are attached hereto and incorporated herein as Attachment AA.

2.8 "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307, and for purposes of this Contract, the Lead State is acting on behalf of WSCA with the authority to enter into, and amend the Contract.

2.9 "Sub-PA" means a document executed by a Participating Entity participating in an existing PA pursuant to which separate terms and conditions applicable only to that Participating Entity and other authorized entities.

2.10 "Total Wireless Spend" means, with respect to the WSCA Administration Fee, the total amount of the charges set forth on the invoices sent by Contractor to Participating Entities under the Contract, less taxes and surcharges.

2.11 "WSCA" means the Western States Contracting Alliance, a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e.,

colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. CONTRACT TERM. The Contract shall be effective from *the date of execution* to October 31, 2016, (subject to the WSCA Directors' approval), unless sooner terminated by either Party as specified in paragraph 21 herein. Each Participating Addendum executed in connection with the Contract shall be effective from its corresponding effective date through the end of the Contract's term, unless otherwise specified in that Participating Addendum. Notwithstanding the foregoing, Contractor and the Lead State acknowledge and agree that Contractor may enter into a Participating Addendum with any Participant hereunder on or after this Contract's "effective from" date upon approval of the Lead State. Any such Participating Addendum so executed will be subject to the terms and conditions of this Contract.

4. CANCELLATION; NOTICE. The Contract may be canceled by either the Lead State or Contractor upon written notice sixty (60) days prior to the effective date of the cancellation. Cancellation of the Contract due to Contractor's default may be immediate. Further, any Participant may cancel its Participating Addendum upon thirty (30) days written notice to Contractor, unless otherwise limited or stated in the Participating Addendum. Any cancellation under this provision (a) may be in whole or in part; and (b) shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.

5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document, entitled "Master Service Agreement," together with the following incorporated documents; Contractor's Special Terms and Conditions, the Solicitation, and the Response. The document entitled Master Service Agreement together with the Contractor's Special Terms and Conditions are intended by the Parties to be the primary Participating Entity-facing contractual document in connection with the Solicitation. To participate in the Contract, each Participating Entity must do so pursuant to a Participating Addendum. In the event of any conflict between the terms and conditions of any of the documents comprising or related to the Contract, the following order of precedence will control:

1. The applicable Participating Addendum and/or Sub-PA;
2. The Master Service Agreement;
3. Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Response (Attachment CC);
6. Any individual order placed on the Contract by a Participating Entity

Notwithstanding the foregoing, Contractor and WSCA expressly acknowledge and agree that the terms and conditions unique to the states of Arizona, Montana, Oregon, and Utah, which were included under Attachment K of the Solicitation, were for informational purposes only and are NOT incorporated into the Contract by inclusion in the Solicitation.

The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

6. [OMITTED]

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. [OMITTED]

9. [OMITTED]

10. [OMITTED]

11. **CONSIDERATION.** The parties agree that Contractor will provide the services and products specified in, and in accordance with the Contract. Contracted prices represent ceiling prices for the supplies and services offered. Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Participating Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the Contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. **PAYMENT.** Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. **TAXES.**

13.1 Payable By Participating Entities. Prices shall be exclusive of state sales and federal excise taxes. Participating Entities may be required to show proof of any tax exemptions. Where a

Participating Entity is not exempt from sales taxes on sales within its state, such Participating Entity will be liable for such taxes, and Contractor shall add the sales taxes on the billing invoice as a separate entry.

13.2 Payable by Contractor. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law for it to pay. The Lead State's applicable real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such applicable government obligations not paid by its subcontractors during performance of this Contract. The Lead State may set-off against consideration due any delinquent government obligation owed the Lead State in accordance with NRS 353C.190.

14. FINANCIAL OBLIGATIONS OF PARTICIPATING ENTITIES. Participating Entities' financial obligations are limited to such entities having available funds. Participants incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. ORDER NUMBERS. To the extent described in the Response, Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. WSCA ADMINISTRATION FEE; REPORTS. The Contractor will pay WSCA an Administration Fee of $1/10^{\text{th}}$ of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Solicitation and Attachment G thereto. The Contractor shall submit quarterly reports to the WSCA Contract Administrator in accordance with the requisites of Attachment G to the RFP.

17. DELIVERY. The prices bid shall be the delivered price to any Participating Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Participating Entity except as to latent defects, fraud and Contractor's warranty obligations.

18. HAZARDOUS CHEMICAL INFORMATION. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Participating Entity. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. INSPECTIONS. Goods furnished under the Contract shall be subject to inspection and test by the Participating Entity at times and places determined by the Participating Entity. If the Participating Entity finds goods furnished to be incomplete or in non-compliance with the Contract, the Participating Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Participating Entity, the Participating Entity may cancel

the order in whole or in part. Nothing in this paragraph shall adversely affect the Participating Entity's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

20.1 WSCA's Rights. The inspection and audit provisions of this §20.1 run to the benefit of WSCA, not to Participating Entities.

a. Books and Records. Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by the Contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the Lead State or United States Government, or their authorized representatives, upon audits or re-views, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum four (4) years after the Contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

20.2 Participating Entities' Rights. Contractor will provide each Participating Entity with reasonable access to Contractor's books and records related to the corresponding Participating Entity's payments and participation in the Contract.

21. DEFAULT; REMEDIES.

21.1. WSCA's Rights Upon Default. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the Contract: (1) nonperformance of contractual requirements under the Contract; and/or (2) a material breach of any term or condition of the Contract. In order to declare Contractor in default, WSCA shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Contract. If the default remains after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Contract or portions thereof; and/or (3) suspend Contractor from receiving future bid solicitations.

21.2 Participating Entity's Rights Upon Default. Any of the following events shall constitute cause for a Participating Entity to declare Contractor in default of the corresponding Participating Addendum or Sub-PA: (1) non-performance of contractual requirements; and/or (2) Contractor's material breach of any term or condition of the Participating Addendum or Sub-PA. In order to declare Contractor in default, a Participating Entity shall issue a written notice of default providing a period in which Contractor shall have a reasonable opportunity to cure the default(s). Time allowed for cure shall not diminish or eliminate Contractor's liability for damages otherwise available under the Participating Addendum. If the default remains after Contractor has been provided the opportunity to cure, the Participating Entity may do one or more of the following: (1) exercise any remedy provided by law; (2) terminate the Participating Addendum, Sub-PA, or portions thereof.

21.3 No Cross Termination. Notwithstanding the foregoing, in the event of a default by Contractor hereunder, then (a) an individual Participating Entity may not terminate the Contract but, instead, may only terminate its own PA; (b) WSCA may not terminate an individual Participating Addendum or Sub-PA, except as a consequence of its termination of the Contract; and (c) a Participating Entity that is not (i) concurrently the Participant or Participating State under the corresponding Participating Addendum, or (ii) a party to a valid Sub-Participation Addendum, may not terminate the corresponding Participating Addendum or Sub-PA and, instead may only terminate any outstanding, unfilled purchase orders made in connection with the corresponding Participating Addendum or Sub-PA.

21.4 Post-Termination Issues. In the event of termination of the Contract or a Participating Addendum for any reason, the parties agree that the provisions of this paragraph survive termination:

a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under the Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

b. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA or a Participating Entity;

c. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

d. Contractor shall preserve, protect and promptly deliver into WSCA's possession all of WSCA's proprietary information in accordance with paragraph (31).

22. REMEDIES NON-EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State may set off consideration against any unpaid obligation of Contractor to Lead State in accordance with NRS 353C.190, or the applicable Participating Addendum. A Participating Entity's right of set-off shall be in accordance with the law of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

23. LIMITED LIABILITY. The Lead State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of Contractor, WSCA, the Lead State, and/or any and all Participating Entities shall not be subject to punitive damages. In no event shall Contractor be liable for inability of users to access 911 or E911 service. In no event shall either Contractor, WSCA, the Lead State and/or any and all Participating Entities be liable for any indirect, special, consequential or incidental damages, however caused, which are incurred by the other party and which arise out of any act or failure to act relating to this agreement, even if such party has been advised of the claim or potential claim or the possibility of such damages, and in no event shall either party be liable to the other party for punitive damages.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. WSCA may terminate this Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

25.2 Contractor's Obligations to Participating Entities. The Contractor shall release, protect, indemnify and hold Participating Entities and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers and agencies.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements. Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Entity.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$25,000,000.00** General Aggregate
 - \$25,000,000.00** Products & Completed Operations Aggregate
 - \$5,000,000.00** Personal and Advertising Injury
 - \$5,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the Contract
- 3) Discovery period: Three (3) years after termination date of Contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention shall be at the sole risk of the Contractor.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed, and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the Contract.

f. Approved Insurer: Each insurance policy shall be:

- 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
- 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise.

Mail all required insurance documents to the Lead State identified on page one of the Contract

27. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. **SEVERABILITY.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or

delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator, which approval shall not be unreasonably withheld.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of Contractor's obligations under this Contract (collectively, the "Specially Prepared Proprietary Information") shall be the exclusive property of WSCA and all such Specially Prepared Proprietary Information, that has not already been delivered into WSCA's possession, shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. For purposes of this delivery obligation, Contractor shall provide the Specially Prepared Information to the Lead State. Contractor shall not use, willingly allow, or cause to have such Specially Prepared Information used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Notwithstanding the foregoing, unless otherwise specifically stated in the Contract, neither WSCA nor any Participating Entities shall have any proprietary interest in any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents or drawings, any pre-existing works or materials, or any materials licensed to WSCA (or otherwise provided for WSCA's use) that are NOT specifically prepared by Contractor for WSCA in performance of Contractor's obligations under this Contract, whether such materials are subject to patent, trademark or copyright protection or otherwise.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this Contract.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Lead State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Lead State for honoring such a designation. The failure to so label any document that is released by the Lead State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

The above provision applies to WSCA and the Lead State, and does not inure to the benefit of Participating Entities. Information or documents produced or received by a Participating Entity in connection with participation in this Contract shall be subject to the public records laws of the Participating Entity's state, and the provisions of the applicable Participating Addendum.

34. CONFIDENTIALITY. Contractor shall comply with applicable laws with respect to confidentiality of all information, in whatever form, produced, prepared, observed or received by

Contractor in connection with the Contract. Unless otherwise mandated by court order, or unless otherwise required by applicable law, Contractor shall keep confidential all information observed or received by Contractor in connection with the Contract to the extent that such information is made confidential under the terms of this Contract.

35. **NONDISCRIMINATION.** Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, §67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. , Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. **NON-COLLUSION.** Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. **WARRANTIES.** Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry. Except as specifically set forth above, Contractor makes no representations or warranties, express or implied, and specifically disclaims any representation or warranty of merchantability, fitness for a particular purpose, title, non-infringement or any warranty arising by usage of trade or course of dealing. Further, Contractor makes no representation or warranty that wireless calls or other transmissions will be routed or completed without error or interruption (including calls to 911 or any similar emergency response number), or guarantee regarding network security, the encryption employed by any service, the integrity of any data that is sent, backed up, stored or subject to load balancing, or that contractor's security procedures will prevent the loss or alteration of, or improper access to, a Participating Entity's data and information. Contractor does not authorize anyone to make a warranty of any kind on its behalf, and Participating Entities should not rely on anyone making such statements. Contractor is not the manufacturer of equipment purchased by or provided to participating entities in connection with use of the service.

40. **CONFLICT OF INTEREST.** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA Participating Entities to any officer or employee of WSCA or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. **INDEPENDENT CONTRACTOR.** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective Participating Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the Participating Entities, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by authorized political subdivisions shall be voluntarily determined by the corresponding political subdivision. Contractor agrees to provide products and services to such political subdivisions based upon the same terms, conditions and prices set forth in the corresponding Participating Addendum.

43.. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract, a Participating Addendum, and/or order, as applicable, on behalf of the corresponding party has full power and authority to do so. Contractor acknowledges that as required by statute or regulation the Contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the Contract. Except as otherwise provided herein, any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION.

44.1 Lead State. The parties acknowledge and agree that with respect to Contractor and the Lead State and/or WSCA, the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

44.2 Participating Entities. The construction and effect of any Participating Addendum or order against the Contract shall be governed by and construed in accordance with the laws of the corresponding Participating Entity. Venue for any claim, dispute or action concerning an order placed against the Contract or the effect of a Participating Addendum shall be in the Participating Entity's State.

45. SIGNATURES IN COUNTERPART. The Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

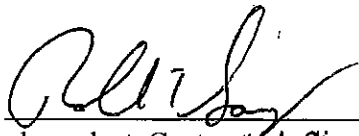
46. AMENDMENTS. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract administrator. Each Participating Entity expressly acknowledge and agree that it will be bound by the terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. ENTIRE CONTRACT. This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete

terms and conditions of the Contract and by all existing or future amendments or modifications thereto, all of which are incorporated herein by reference, without the necessity of further action or notice by Contractor or the Lead State. Each Participating Entity hereby consents to and waives notice of any such amendments and modifications.

47. ENTIRE CONTRACT. This Contract, its integrated attachment(s) and, the Participating Addenda, as applicable constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.


IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.


Independent Contractor's Signature

AT-T
Date Independent's Contractor's Title

Signature

Director of Contracts
Date Title

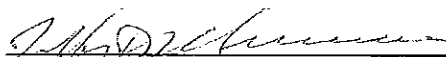

Greg Smith, Administrator, State

APPROVED BY WSCA DIRECTORS

On 17 / Y / c:Z
(Date)

On _____
(Date)

Approved as to form by:



On 17 / Y / Mar. 12
(Date)

ATTACHMENT AA
SPECIAL TERMS AND CONDITIONS

[IMMEDIATELY FOLLOWS THIS PAGE]

ATTACHMENT AA

CONTRACTOR'S SPECIAL TERMS AND CONDITIONS

SECTION 1. SERVICE, EQUIPMENT, AND ADDITIONAL PRODUCTS; SALES INFORMATION.

1.1 Service. Contractor, through Carriers, will provide Service to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. Except as otherwise set forth in the Contract, Service including, without limitation, eligibility requirements, Plans, pricing, features, promotions, offers, and/or Service Areas is subject to change without notice; provided, however, that the Service Discount and Equipment Discount may only be changed by written amendment executed by both Parties. End Users must qualify for the chosen Service. If an End User loses his or her eligibility for a Service, Contractor may change the Service to one for which they qualify. Service is available for purchase only in Contractor Markets, as may be modified by Contractor from time to time.

1.1.1 Plans. Participating Entities may choose from (a) Voice Service and Wireless Data Service Plans found at the "Plans" page of the Program Website, as may be modified by Contractor from time to time; and (b) custom Plans set forth in the Contract. The pricing, terms and conditions of the Service depend upon the Plan, feature, promotion or other offer selected when Service is activated or changed.

1.2 Equipment. Contractor will provide Equipment and accessories to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Sales Information. With respect to Numbers provisioned from Contractor Markets, Participating Entities may purchase available Equipment found at the "Equipment" page of the Program Website, the list of which may be modified by Contractor from time to time. Specific models of Equipment are subject to availability limitations. Subject to availability, and Contractor's receipt of complete order information, Contractor will ship Equipment ordered by a Participating Entity and/or its End User to the address specified in the order within seventy-two (72) hours of Contractor's receipt of the order. Title and risk of loss will pass to Participating Entity upon delivery of the Equipment to the address specified in the order. Each Participating Entity is responsible for all phones and other Equipment containing a SIM assigned to it and/or its CRUs under such Participating Entity's account. Equipment must be compatible with, and not interfere with, the Service and must comply with all applicable laws, rules, and regulations. Each Participating Entity is responsible for the purchase and maintenance of any additional hardware, software and/or Internet access from PCs required to use the Service. Equipment not purchased from Contractor or its authorized distributors (a) may not provide some or all of the features included in the Service; and (b) may not allow use of features and functions when off of Contractor's wireless network, including those that work while on Contractor's wireless network, and CALLS TO 911 MAY NOT GO THROUGH ON ANY NETWORK. Contractor may periodically program a Participating Entity's Equipment remotely with system settings for roaming service, to direct such Participating Entity's Equipment to use network services most appropriate for its CRUs' typical usage, and other features that cannot be changed manually. Equipment purchased for use on Contractor's system is designed for use exclusively on such system. Participating Entities and their CRUs won't make any modifications to the Equipment or programming to enable the Equipment to operate on any other system. Contractor may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. Participating Entities are solely responsible for complying with U.S. Export Control laws and regulations and the import laws and regulations of foreign countries when their CRUs are traveling internationally with Equipment. Call timers included in the Equipment are not an accurate representation of actual billed usage.

1.3 Additional Products. Contractor may provide Additional Products to Participating Entities and their respective CRUs and IRUs pursuant to the terms and conditions of the Contract including, without limitation, corresponding Attachments and/or Sales Information, all of which are incorporated herein by reference. To the extent a Participating Entity orders or accepts any Additional Product, such Participating Entity will be bound by the rates, terms and conditions set forth in the corresponding Attachment and/or Sales Information. In the event Contractor materially modifies an Attachment, a Participating Entity may opt out of the corresponding Additional Product by providing Contractor with written notice to that effect. If such Participating Entity provides such opt-out notice, then Contractor has the option of terminating the corresponding Additional Product immediately, or allowing the Participating Entity to continue to use the Additional Product under the immediately prior version of the Attachment for a period of time to be determined solely by Contractor, during which Contractor and the Participating Entity will cooperate on developing a path towards terminating Participating Entity's use of the

Additional Product. Contractor represents that, with respect to the Additional Products, Contractor has the authority (a) to sell, resell, sub-license such Additional Products; and/or (b) distribute the corresponding software license agreements, warranty and/or maintenance service terms, as applicable. Title to any software referred to herein remains with Contractor or the corresponding third party.

1.4 Sales Information; Attachments. Service, Equipment and Additional Products are provided to Participating Entities subject to the terms and conditions set forth in the corresponding Attachments and/or Sales Information, as applicable; provided, however, that all such Service, Equipment and Additional Products remain subject to the terms and conditions of the Agreement as well. Participating Entities can contact their Contractor account representative for copies of, or references to any such Sales Information. Any provisions in Sales Information or an Attachment governing Service, Equipment or an Additional Product which, by their terms, are to exist for a specified period of time, will survive any termination or expiration of the Contract.

SECTION 2. DISCOUNTS.

2.1 Service Discount. Contractor will provide Participating Entities' CRUs with a Service Discount of TWENTY-FIVE PERCENT (25%). Contractor will provide Participating Entities' IRUs with a Service Discount of SEVENTEEN PERCENT (17%). Contractor will only apply the Service Discount to the Monthly Service Charge of eligible Plans. Contractor will not apply the Service Discount to other monthly service charges such as monthly recurring charges for features, and/or any other charges under the Contract. Contractor may restrict certain Plans or certain other discount programs from qualifying for the Service Discount. Contractor will advise WSCA when such restrictions apply. It may take several billing cycles for the Service Discount to be applied.

2.2 Equipment Discount; Accessories. Subject to the restrictions set forth in this §2.2, Contractor will provide Participating Entities with an Equipment Discount of FIFTY PERCENT (50%) off the prices of select Equipment found at the "Equipment" page of the Program Website, as may be modified by Contractor from time to time. Contractor will apply the Equipment Discount only to the prices set forth on the corresponding Program Website page. The Equipment Discount does not apply to accessories to Equipment. Instead, Contractor will provide a discount of THIRTY PERCENT (30%) off the price of such accessories found at each Participating Entity's corresponding Premier website. Contractor will only provide Equipment with Service activated. The Equipment Discount will not apply to upgrade purchases and may not be combined with any other equipment offer.

2.3 Custom Offers. Notwithstanding anything to the contrary elsewhere in the Contract, WSCA expressly authorizes Contractor to make certain customized offers to individual Participating Entities based on competitive necessity. Any such custom offers do not need to be provided to all Participating Entities; provided, however, that Contractor will consider providing such customized offer(s) to similarly situated Participating Entities under the Contract.

SECTION 3. EMPLOYEE BENEFIT PROGRAM. Contractor will provide Participating Entities the ability to have their Employees participate in the Employee Benefit Program described herein. Such Employees will be IRUs under the Contract, and must be correspondingly validated as eligible to be an IRU thereunder. Any Employees not so validated will not be IRUs under the Contract and will not receive the corresponding benefits. IRUs may not be eligible for certain Plans, Equipment and/or Additional Products under the Contract.

3.1 Employee Benefit Program Activation Processes and Procedures. Each IRU participating in the Employee Benefit Program: (a) must enter into, and be individually responsible for complying with an IRU Service Agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen Plan and to pay all charges incurred under the IRU Service Agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time, including without limitation paying any applicable enrollment fees.

3.2 Employee Benefit Program Features. Under the Employee Benefit Program: (a) IRUs may choose from select Plans available to Participating Entities under the Contract (provided they qualify for the chosen Plan); (b) IRUs will receive the Service Discount in accordance with §2.1 of these Special Terms and Conditions; and (c) IRUs will receive the Equipment Discount in accordance with §2.2 of these Special Terms and Conditions.

SECTION 4. CHARGES AND PAYMENT.

4.1 Charges.

4.1.1 Generally. Monthly service and certain other charges are billed in arrears. Unless otherwise provided in the corresponding Sales Information, if a selected Plan includes a predetermined allotment of services (e.g., a predetermined amount of airtime, data, megabytes or text messages), any unused allotment of such services from one billing cycle will not carry over to any other billing cycle. If Equipment is shipped to Participating Entity or a CRU, Services may be activated before delivery of the Equipment so that it can be used promptly upon receipt. Thus, Participating Entity may be charged for Services while the Equipment is still in transit. Contractor may bill Participating Entity in a format as Contractor determines from time to time. Additional charges may apply for additional copies of invoices. All data and messaging allowances must be used in the billing period in which the allowance is provided. Billing of usage for calls, messages, data or other services (such as usage when roaming on other carriers' networks, including internationally) may occasionally be delayed. Such usage charges may appear in a later billing cycle, will be deducted from "Anytime" monthly minutes or other Service allotments for the month when the usage is actually billed, and may result in additional charges for that month. Those minutes will be applied against Participating Entity's "Anytime" monthly minutes in the month in which the calls appear on the corresponding bill. Participating Entity also remains responsible for paying the Monthly Service Charge if Service is suspended for nonpayment. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, Contractor may make reasonable adjustments and prorations. Service charges may differ by Service Area. Particular services may incur charges in a different manner than set forth herein, and Contractor will advise Participating Entity of any such differences in the corresponding Attachment and/or Sales Information.

4.1.2 Voice Service Charges. AIRTIME AND OTHER MEASURED USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS, AND ACTUAL AIRTIME AND USAGE ARE ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR BILLING PURPOSES. CONTRACTOR CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. UNLESS OTHERWISE PROVIDED IN THE SALES INFORMATION FOR A PARTICULAR PLAN OR FEATURE, MINUTES WILL BE DEPLETED ACCORDING TO USAGE IN THE FOLLOWING ORDER: NIGHT AND WEEKEND MINUTES, MOBILE TO MOBILE MINUTES, ANYTIME MINUTES AND ROLLOVER, EXCEPT THAT MINUTES THAT ARE PART OF BOTH A LIMITED PACKAGE AND AN UNLIMITED PACKAGE WILL NOT BE DEPLETED FROM THE LIMITED PACKAGE. Chargeable Time begins for outgoing calls when pressing SEND (or similar key) and for incoming calls when a signal connection from the caller is established with Contractor's facilities. Chargeable Time ends after pressing END (or similar key), but not until the Equipment's signal of call disconnect is received by Contractor's facilities and the call disconnect signal has been confirmed. All outgoing calls on Contractor's wireless network for which Contractor's systems receive answer supervision or which have at least thirty (30) seconds of airtime or other measured usage shall incur a minimum of one (1) minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may (a) include time for Contractor to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time, and (b) occur from other uses of Contractor's facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one rate period and end in another rate period may be billed in their entirety at the rates for the period in which the call began.

4.1.3 Wireless Data Service Charges. DATA TRANSPORT IS CALCULATED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL-KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR BILLING PURPOSES. CONTRACTOR CALCULATES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. TRANSPORT IS BILLED EITHER BY THE KILOBYTE ("KB") OR MEGABYTE ("MB"). IF BILLED BY MB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED AND ROUNDED UP TO NEXT FULL MB INCREMENT TO DETERMINE BILLING. IF BILLED BY KB, THE FULL KBs CALCULATED FOR EACH DATA SESSION DURING THE BILLING PERIOD ARE TOTALED TO DETERMINE BILLING. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, EMAIL NOTIFICATIONS AND RESEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. Utilizing compression solutions may or may not impact the amount of kilobytes calculated for data transport. For Wireless Data Service that

permits Voice Service usage at pay per use rates, airtime and other measured usage will be billed in full minute increments and rounded up to the next full minute increment at the end of each call. Participating Entity is responsible for all Wireless Data Service usage sent through Contractor's wireless network and associated with Equipment regardless of whether the Equipment actually receives the information. Network overhead, software update requests, and resend requests caused by network errors can increase measured kilobytes. Data sent and received includes, but is not limited to, downloads, email, overhead and software update checks. If Participating Entity or a CRU chooses to connect Equipment to a PC for use as a wireless modem, standard Wireless Data Service charges will apply in accordance with the corresponding Plan. Wireless Data Service usage is compiled as often as once per hour or only once every 24 hours. Contractor's system will then create a billing record representing (a) the Wireless Data Service usage for each data gateway or service accessed (e.g. WAP, RIM) while on Contractor's wireless network; (b) the usage for each Carrier's domestic network; and (c) the Wireless Data Service usage for each international network. In some situations billing for Wireless Data Service usage may be delayed; any delayed usage will create additional billing records for the actual day of the usage. Usage on networks not owned by Contractor is limited as provided in the corresponding Wireless Data Service Plan. Unless designated for international or Canada use, Plan prices and included use apply to access and use on Contractor's wireless network and the wireless networks of other companies with which Contractor has a contractual relationship within the United States and its territories (Puerto Rico and the U.S. Virgin Islands), excluding areas within the Gulf of Mexico.

4.1.4 Other Monthly Charges. In addition to the monthly cost of the Plan and any selected features, Contractor imposes the following charges: (a) a Regulatory Cost Recovery Charge of up to \$1.25 to help defray its cost incurred in complying with obligations and charges imposed by state and federal telecom regulations, (b) a gross receipts surcharge, (c) state and federal universal service charges, and (d) other governmental assessments on Contractor. These fees are not taxes or government-required charges. Participating Entity understands and agrees that state and federal universal service fees and other governmentally imposed fees, whether or not assessed directly upon Participating Entity, may be increased based upon the government's or Contractor's calculations.

4.1.5 Disputed Charges. Except as otherwise provided by law with respect to unauthorized charges, disputed charges must be disputed to Contractor in writing within six (6) months after the date of the affected invoice, or the right to dispute is waived. In the event of a disputed invoice, Participating Entity will pay the entire undisputed amount of the invoice. Contractor, Participating Entity and Carriers will use their good faith efforts to reconcile the dispute within sixty (60) days of submission of the dispute to Contractor.

4.2 Payment. Each Participating Entity must pay all charges, including, without limitation, airtime, roaming, recurring monthly service, optional feature charges, license fees, toll, collect call and directory assistance charges, Service charges, Equipment charges, Additional Products charges, and any other charges or calls billed to its CRUs' phone number. Participating Entities may be billed for multiple types of usage simultaneously. Participating Entities must also pay applicable taxes and governmental fees (regardless of whether they are imposed on Participating Entity, a CRU, Contractor or a Carrier), administrative and late payment fees, restoral and reactivation charges, and any Other Monthly Charges (as defined in §4.1.4 herein). For any termination (including when a Number is switched to another carrier), Participating Entity will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. Payment is due upon receipt of the invoice. Contractor acknowledges that in certain instances, a Participating Entity may be tax-exempt. Contractor will accord the proper tax-exempt stats to each Participating Entity that properly establishes such status. Notwithstanding this tax-exempt status, each Participating Entity must pay any and all taxes, fees, surcharges and other charges incurred under the Contract not covered by its tax-exempt status.

SECTION 5. MISCELLANEOUS.

5.1 Service Availability/Interruption. Service will be available only within the operating range of each Carrier's wireless system in Contractor Markets and where roaming is available through other carriers (each, a "Service Area"). Contractor may from time to time add or delete Service Areas, and Contractor may terminate Service to a Participating Entity(ies)' CRU(s) in any such deleted Service Area and/or terminate a Participating Addendum, if the Service Area deletion affects all of a Participating Entity(ies)' CRUs. Gaps in Service occur within the Service Areas shown on coverage maps, which, by their nature, are only approximations of actual coverage; therefore, Contractor does not guarantee uninterrupted Service. Unless prohibited by law, Service may

be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. Contractor may block access to certain categories of numbers (e.g., 976, 900 and international destinations) at its sole discretion. In addition, Contractor may interrupt or terminate Service without notice: (a) for any conduct that Contractor believes violates the Contract or any terms and conditions of a Plan; (b) if a Participating Entity's representative or CRU behaves in an abusive, derogatory, or similarly unreasonable manner with any of Contractor's representatives; and/or (c) if Contractor has reasonable cause to believe that a CRU's Equipment is being used for an unlawful purpose or in a way that (i) is harmful to, interferes with, or may adversely affect the Service, Contractor's owned network or the network of any other provider, (ii) interferes with the use or enjoyment of Services received by other customers, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk or a violation of privacy.

5.2 Processes and Procedures. Participating Entity will follow the policies and processes established by Contractor to purchase, activate, migrate, terminate, or otherwise modify a Service, including without limitation AT&T Mobile Services and Equipment, as may be modified from time to time. Participating Entity authorizes Contractor to provide information about and to make changes to Participating Entity's account, including adding new Service, upon the direction of any individual representative of Participating Entity able to provide information Contractor deems sufficient to identify Participating Entity. Any order for Service that Participating Entity's representative submits to Contractor will be binding upon Participating Entity pursuant to the terms and conditions of this Contract. Contractor may reasonably rely on the authority of any person who executes an order on Participating Entity's behalf. Participating Entity consents to the use by Contractor or its authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact Participating Entity and/or its CRUs to advise Participating Entity and/or its CRUs about Contractor's Services or other matters Contractor believes may be of interest to Participating Entity and its CRUs. In any event, Contractor reserves the right to contact Participating Entity and/or its CRUs by any means regarding customer service-related notifications, or other such information.

5.3 Identification and Password. Before Participating Entity may use certain Contractor online activation, enrollment, configuration and/or support services, an authorized representative of Participating Entity must register with Contractor and create a login identification ("ID") and password. Use of this login ID and password will enable Participating Entity and/or its employees and agents to make certain changes to Participating Entity's and/or CRUs' account(s). Participating Entity is solely responsible for maintaining adequate security and control of any and all IDs, passwords, or any other codes that are created by Participating Entity, or issued to Participating Entity by Contractor, for purposes of giving Participating Entity access to activation, enrollment, configuration and support services. Contractor is entitled to rely on information it receives from Participating Entity or its agents and may assume that all such information was submitted by or on behalf of Participating Entity.

5.4 Fraud Prohibited. Participating Entity and its respective CRUs and IRUs (if applicable) will not use or assist others to use the Service or Equipment for any unlawful, unauthorized, abusive or fraudulent purpose. If Participating Entity's Equipment is lost or stolen, Participating Entity and/or its CRUs can report the Equipment as lost or stolen and suspend Service without a charge by contacting Contractor at the phone number listed on the monthly invoice or at wireless.att.com. Participating Entity is responsible for all charges incurred until Participating Entity or its CRU reports the theft or loss to Contractor except as otherwise provided by law, and Participating Entity remains responsible for complying with all other obligations under this Contract including, but not limited to, paying the Monthly Service Charge while the Equipment is suspended. Any Carrier may cancel Service to any Number if Contractor or that Carrier believes the Number is being used in an unlawful, abusive or fraudulent manner. Before a Carrier cancels any Service under this paragraph, the Carrier will attempt to give Participating Entity notice of its intent to cancel. In the event Participating Entity instructs the Carrier to retain Service, Participating Entity will be responsible for paying all charges, authorized, unauthorized or fraudulent, associated with such Number, including but not limited to charges incurred by any clone or duplication of that Number; provided, however, that Participating Entity will not be liable for IRUs' charges under any such circumstance. Additionally, Participating Entity agrees to adopt, at no additional charge to Participating Entity, any reasonable fraud prevention or fraud reduction processes or products recommended by Contractor or, if not adopted by Participating Entity, to be responsible for any unauthorized charges on Numbers which do not adopt such processes or products.

5.5 Acceptable Use; Restrictions Regarding Service. All use of Contractor's wireless network and Service is governed by Contractor's Acceptable Use Policy, which can be found at att.com/AcceptableUsePolicy, as determined solely by Contractor. Contractor can revise its Acceptable Use Policy at any time without notice. Use of Service is also subject to any restrictions and/or prohibited uses described in the applicable Sales Information.

5.6 Ownership. Except as otherwise provided by law, Participating Entity has no property rights to any Number and Contractor may change any such Number with reasonable notice to the End User. Contractor owns or leases the exclusive rights to the frequencies related to the Service, Numbers and transmission facilities used by Contractor in the provision of Service to Contractor customers. FCC regulations strictly forbid any party that is not a wireless communications licensee from altering, enhancing or maintaining cellular radio signals. FCC regulations require Contractor to maintain control over any transmitting device that operates within Contractor's assigned frequencies. Neither Participating Entity nor any of its Affiliates may install any amplifier, enhancer, repeater or other device or system on Contractor's wireless network or frequencies without Contractor's prior written approval.

5.7 Content. Participating Entity is solely responsible for all content that it permits to be posted or transmitted onto or through the Service or any of Contractor's systems, including materials, code, data, text (whether or not perceptible by End Users), multimedia information (including but not limited to sound, data, audio, video, graphics, photographs, or artwork), e-mail, chat room content, bulletin board postings, or any other items or materials accessible through the Service or any of Contractor's systems ("Content"). Participating Entity has sole responsibility for any losses resulting from Participating Entity's or CRUs' downloading, access to, or use of any third-party Content, or from Participating Entity's or CRUs' access to or use of the Service or the Internet, in any manner and for any purpose whatsoever. In providing Service, Contractor may permit End Users to transmit, receive and host content over its network and the Internet and may act as a "services provider" as defined in the Digital Millennium Copyright Act.

5.8 Location-Based Services. Contractor collects information about the approximate location of Equipment in relation to Contractor's cell towers and the Global Positioning System ("GPS"). Contractor uses that information, as well as other usage and performance information also obtained from Contractor's network and the Equipment, to provide Voice Services and Wireless Data Services and to maintain and improve Contractor's network and the quality of customers' wireless experience. Contractor may also use location information to create aggregate data from which End Users' personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. Contractor may collect and use location information from their Equipment. The Equipment is also capable of purchasing and using optional goods, content and services (at Participating Entity's request or the request of a CRU on Participating Entity's account) offered by Contractor or third parties that make use of the Equipment's location information ("Location-Based Services"). Participating Entity should review, and will advise all of its CRUs to read, the Sales Information and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. Participating Entity and its CRUs may refer to Contractor's privacy policy at att.com/privacy for additional details.

5.9 Participating Addenda. Contractor may use the template Participating Addendum attached hereto and incorporated herein as Exhibit 1, with Participating Entities under the Contract. The parties expressly acknowledge and agree that immediately upon execution of the Contract, Contractor may begin signing new Participating Entities onto Participating Addenda under this Contract, and may begin migrating existing Participating Entities onto new Participation Addenda.

5.10 Definitions. In addition to terms defined elsewhere in the Contract, these terms have the following meanings in the Contract:

5.10.1 "Additional Products" means products, services, features, offers, promotions, software applications, hardware, Equipment, accessories, and/or programs offered by Contractor and/or third parties, other than Voice Service, Wireless Data Service, and certain Equipment and accessories.

5.10.2 "Affiliate" means and includes legal entities controlling or controlled by or under common control with Contractor.

5.10.3 "Attachment" means Contractor's terms and conditions posted on the Program Website, applicable to corresponding Service, Equipment and/or Additional Product available under the Contract, as such terms and conditions may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.4 "Contractor Markets" means a geographic area served by Affiliates under common control with Contractor.

5.10.5 "CRU" and "Corporate Responsibility User" mean an Employee receiving Service under Participating Entity's account.

5.10.6 "Employees" means Participating Entity's or its Affiliates current, validated personnel receiving Federal W-2 or K-1 tax treatment.

5.10.7 "End Users" means CRUs and IRUs, collectively.

5.10.8 "Equipment Discount" means a discount on select Equipment found at the Program Website, as described in this Program Description.

5.10.9 "IRU" and "Individual Responsibility User" mean an Employee receiving Service under an individual account in accordance with the Sponsorship Program.

5.10.10 "IRU Service Agreement" means a separate two-year agreement between an IRU and Contractor for Service, Equipment and related matters.

5.10.11 "Monthly Service Charge" means a Plan's monthly wireless access charges (i.e., the set fee charged monthly for use of a particular Plan).

5.10.12 "Number" or "Identifier" means any number, IP address, e-mail address or other identifier provisioned by Carriers, their agents or the Equipment manufacturer to be used with Service.

5.10.13 "Plan" means a Contractor Voice Service, Wireless Data Service or other rate plan as set forth in the Contract or Sales Information.

5.10.14 "Program Website" means that certain website found at www.att.com/wscaterms, together with all applicable content found thereon, all of which is incorporated into the Contract by this reference.

5.10.15 "Sales Information" means Contractor's printed and/or on-line marketing-related materials applicable to Service, Plans, Equipment, Additional Products provided under the Contract, as such materials may be modified by Contractor from time to time, all of which are incorporated herein by this reference.

5.10.16 "Service" means commercial mobile radio services (including, without limitation, Voice Service, Wireless Data Service), and Additional Products provided by Contractor pursuant to the Contract.

5.10.17 "Service Discount" means a monthly discount on eligible Service, applied to an End User's Monthly Service Charges as described in this Program Description.

5.10.18 "Voice Service" means wireless voice telecommunications services.

5.10.19 "Wireless Data Service" means wireless data telecommunications services.

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #S1907**

PARTICIPANT: <>

This Participating Addendum (the "PA") is made this _____ day of _____, 2012 (the "PA Effective Date"), between <> ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #S1907, dated March 15, 2012, successor contract to that certain Western States Contracting Alliance contract number 1523, dated October 10, 2006, as amended, successor contract to that certain Western States Contracting Alliance contract number 10-00115, dated June 29, 2001, as amended (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all Purchase Orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates:

[INSERT FULL NAME OF PARTICIPANT AND ANY OTHER PARTICIPATING ENTITIES
THAT PARTICIPANT IS EXPRESSLY AUTHORIZED TO INCLUDE IN THIS PA]

as the only authorized Participating Entity(ies) under the Agreement.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Agreement #S1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. Notwithstanding the foregoing, purchase orders submitted that do not properly reference the Master Agreement number and/or the Participating Addendum may be accepted, at AT&T's sole discretion, if AT&T can reasonably ascertain that such purchase order was properly authorized and intended for use with the Participating Addendum. In such instances, the corresponding purchase order will be similarly valid and binding.

Section 5. Primary Contacts.

Participant:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax Number: _____
E-Mail: _____

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax Number: _____
E-Mail: _____

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- **WSCA.** Contractor has included in the price offered a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.
- **8.2 Participating State.**

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any Purchase Order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section <>. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

[TEXT ENDS HERE. SIGNATURE BLOCKS FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

<>

By: _____
 , duly authorized

Name: _____

Title: _____

Date: _____

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____
 , duly authorized

Name: _____

Title: _____

Date: _____

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS



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

DATE OF AMENDMENT: February 7, 2011

DATE OF RFP RELEASE: February 3, 2011

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

AGENCY CONTACT: Teri Smith, Purchasing Officer

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

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

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

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

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

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

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

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED SIGNATURE _____

TITLE _____ DATE _____

RFP 1907 Amendment #1

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



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

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

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

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

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

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

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



Utah Terms and
Conditions.doc



Arizona Terms and
Conditions.doc



Arizona Uniform
Terms and Conditions

QUESTIONS AND ANSWERS:

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

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

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

This limitation does not disqualify your company.

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

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

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

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

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

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

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

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

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

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

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

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

Yes. Please see Section 4.2.1.3 of the RFP.

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

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

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

Yes.

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

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

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

Section 4.2.1.5 shall be added and shall read:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WSCA is requesting a free trial period from vendors.

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

This is unknown.

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

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

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

This is unknown.

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

This is unknown.

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

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

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

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

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

This is unknown.

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

This is unknown.

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

This is unknown.

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

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

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

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

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

Yes.

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

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

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

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

Yes, but this should be clearly defined.

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

Yes.

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

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

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

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

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

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

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

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

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

Yes.

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

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

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

Yes. All warranty requirements will apply.

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

Correct.

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

Correct.

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

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

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

We would prefer one for each band.

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

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

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

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

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

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR _____

AUTHORIZED
SIGNATURE _____

TITLE _____

DATE _____

RFP 1907 Amendment 2

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



State of Nevada
Purchasing Division
as lead state for the Western States Contracting Alliance (WSCA)

Request for Proposal No: 1907

For

**WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE,
ACCESSORIES AND EQUIPMENT**

Release Date: February 3, 2011

Deadline for Submission and Opening Date and Time: **March 28, 2011 @ 2:00 PM**

Refer to Section 8, RFP Timeline for the complete RFP schedule

Non-Mandatory Pre-Proposal Conference February 23, 2011 @ 1:00 p.m.

For additional information, please contact:

Teri Smith, Purchasing Officer

State of Nevada, Purchasing Division

515 E. Musser Street, Suite 300

Carson City, NV 89701

Phone: 775-684-0178

Email address: tlsmith@purchasing.state.nv.us

(TTY for Deaf and Hard of Hearing: 1-800-326-6868

Ask the relay agent to dial: 1-775-684-0178/V.)

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP NO: 1907

Vendor Must:

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

V1	Firm Name	
----	-----------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>		
	Name:		
	Title:		
	Address:		
	Email Address:		

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	<i>Name of Individual Authorized to Bind the Organization</i>		
	Name:	Title:	

V11	Signature (<i>Individual must be legally authorized to bind the vendor per NRS 333.337</i>)		
	Signature:		Date:

TABLE OF CONTENTS

1. OVERVIEW OF PROJECT	4
2. ACRONYMS/DEFINITIONS	5
3. SCOPE OF WORK	9
4. COMPANY BACKGROUND AND REFERENCES	18
5. COST	22
6. PAYMENT	22
7. WRITTEN QUESTIONS AND ANSWERS	23
8. RFP TIMELINE	23
9. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT	24
10. PROPOSAL EVALUATION AND AWARD PROCESS	32
11. TERMS AND CONDITIONS	33
12. SUBMISSION CHECKLIST	39
ATTACHMENT A	40
ATTACHMENT B1	41
ATTACHMENT B2	42
ATTACHMENT C	43
ATTACHMENT D	44
ATTACHMENT E	45
ATTACHMENT F	46
ATTACHMENT G	47
ATTACHMENT H	48
ATTACHMENT I	49
ATTACHMENT J	50
ATTACHMENT K	51
ATTACHMENT L	52

A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors exceptions and/or assumptions should be clearly stated in Attachment B1 (Technical Proposal Certification of Compliance with Terms and Conditions of RFP) and Attachment B2 (Cost Proposal Certification of Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS §333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<http://purchasing.state.nv.us>).

1. OVERVIEW OF PROJECT

The State of Nevada, Purchasing Division, on behalf of the Western States Contracting Alliance (WSCA) and other authorized users, is requesting proposals from responsible vendors to supply wireless communication services, accessories and equipment. Services/equipment may include, but are not necessarily limited to the following bands:

- Wireless Voice Service
- Wireless Broadband Service
- Accessories/Equipment/Devices

WSCA members and other entities utilizing the current wireless contract spend well in excess of \$2 billion per year on wireless services and equipment. This represents participation of 50 states and their authorized local entities. Please see Attachment J of this RFP to view the list of currently participating states. The purpose of this Request for Proposal (RFP) is to establish contracts on a competitive basis with qualified vendors to directly supply wireless communication services including, but not limited to: the wireless transmission of voice, data and/or video content; optional messaging, two-way radio, wireless internet access or other related communications; and/or wireless data transmission services. Wireless communication equipment, accessories, and devices are included, as well as the related maintenance and support services.

Each area of service will be evaluated separately by the Sourcing Team which is made up of representatives from several participating states. The sourcing team members will score each section independently of the others, and will make awards as in the best interest of the participating WSCA/NASPO states. This contract may be awarded to multiple vendors, as in the best interest of the State of Nevada and the participating WSCA/NASPO states. Vendors may respond to any or all listed services.

1.1 GOALS AND OBJECTIVES

A key objective of this procurement is to obtain greater volume price discounts (reduce member spend) by combining the volume of purchases from governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive contract for each selected vendor. It is the expectation of the WSCA directors that the pricing discounts provided under this procurement would be greater than the pricing discounts that any one entity would be able to achieve as a standalone entity. Vendors should prepare their response

in such a manner as to be competitive in a procurement of this nature. While the State reserves the right to request a BAFO; there is no guarantee a BAFO will be requested in any or all of the services/equipment bands.

The WSCA directors, or their designee, may authorize education, state and local governmental entities throughout the nation use of the contracts subject to approval of the local state purchasing director and local statutory provisions.

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

2. ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Airtime</i>	Time spent communicating using a wireless device. The time is tracked by service providers to determine billing charges. Usage includes sending or receiving calls or other wireless transmissions.
<i>Antenna</i>	A wire or set of wires used to send and receive radio waves.
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>Bluetooth</i>	A short range wireless technology.
<i>Calling Plan</i>	A rate plan selected by subscribers when they start up wireless service, usually consisting of a base rate for system access and a per-minute rate for usage. Calling plans are designed to provide the most cost-effective rates for different types and amounts of usage by the subscriber.
<i>Carriers</i>	Companies that operate wireless networks and sell use of those networks.
<i>CL Account</i>	Corporate Liable Accounts are validated accounts set up by a participating entity for use by the entity.
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer to NRS §333.020(5)(b).

<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Coverage</i>	The geographic area within which a carrier provides service. The area within which a device will complete transmission using that carriers network or partner networks.
<i>Customer</i>	Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.
<i>Division/Agency</i>	The Division/Agency requesting services as identified in this RFP.
<i>Equipment</i>	Includes, but is not limited to all equipment or devices necessary to utilize wireless services (e.g. handsets, handheld devices, wireless PC cards, car kits, hands free kits, spare batteries, chargers, cases, belt clips, etc.).
<i>E-Rate</i>	The commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company under the direction of the Federal Communications Commission.
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>FCC</i>	Federal Communications Commission responsible for regulating telecommunications in the United States, including commercial and private wireless spectrum management.
<i>GSM</i>	Global System for Mobile Communication.
<i>IL Account</i>	Individual Liabe Accounts are validated accounts in any employee program set up by a participating entity.

<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the contract.
<i>LNP</i>	Local Number Portability. The ability of subscribers to switch local or wireless carriers and still retain the same phone number.
<i>LOI</i>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code – All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NASPO</i>	National Association of State Procurement Officials.
<i>NRS</i>	Nevada Revised Statutes - All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NOA</i>	Notice of Award - formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>Off-Peak</i>	Periods of time during which carriers offer discounted airtime charges. Each carrier designates its own off-peak hours, usually after normal business hours during the week, and weekends.
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Peak</i>	Highest-usage period of the business day when a wireless system carries the most usage traffic.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. Refer to NRS §333.020(5)(a).
<i>Public Record</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (refer to NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

<i>RFP</i>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection. Refer to NRS §333.020(7).
<i>Roaming</i>	Using a wireless device outside of your service provider's own network coverage area or specific local calling area.
<i>Roaming Agreement</i>	Agreements between service providers to allow us of other carrier's networks.
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>Sourcing Team</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the contractor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.
<i>Subscriber</i>	A using entity who contracts to receive and pay for wireless services.
<i>Trade Secret</i>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>User</i>	Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Voice Services</i>	Wireless voice transmission.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

<i>Wireless Broadband</i>	Technology that provides high-speed wireless internet access and data network access over a wide area.
<i>Wireless Devices</i>	Equipment in which electromagnetic waves (rather than some form of wire) carry signal over the entire communication path.
<i>Wireless Spend</i>	The total dollar value spent on wireless services, data, equipment, devices, support, taxes, fees and any and all other products and services invoiced by a wireless carrier and paid by an end user including all IL accounts.
<i>WNCDT</i>	WSCA/NASPO Cooperative Development Team.
<i>WSCA</i>	Western States Contracting Alliance. A cooperative group contracting consortium. Membership consists of the principal procurement official that heads the state central procurement organization, or designee for that state, from the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

3. SCOPE OF WORK

3.1 General Requirements

- 3.1.1 Vendors may choose to submit a proposal on any or all listed services and/or equipment; each band of service and/or equipment proposed upon must be submitted as a standalone proposal, i.e., a vendor that provides wireless voice service, broadband service, and equipment must submit three separate proposals, each clearly identifying compliance with each service band. A vendor proposing upon accessories/equipment/devices would submit only one proposal for that specific band of services. Each proposal will be evaluated individually as submitted for the specific band of services.
- 3.1.2 Provide quality wireless voice services, wireless broadband services, equipment and accessories at the lowest cost available in a timely and efficient manner.
- 3.1.3 Provide secure online access for each participating entity representative to manage accounts and order services/accessories/equipment. Only the participating entity representative shall be allowed to manage accounts and service/equipment/accessory ordering. Vendor is responsible to keep the list of participating entity representatives current.
- 3.1.4 Vendors must commit to participate in the Federal Communications Commission's E- Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program will be provided without the addition of any service or administration fee by the vendor. A statement of commitment is required.

3.1.5 Use of these contracts is permissive.

3.2 Administration of Contract(s)

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

3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis

(once every six months) to evaluate and review:

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

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

3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The WSCA directors approved the level of the administration fee, and the fee is not negotiable. The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

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

3.2.5 Unless otherwise prohibited by provision in a participating addendum, Contractor may, at the sole discretion of the Contractor, offer discounted wireless services and equipment, broadband services and equipment, or accessories to employees of WSCA participating entities as Individual Liable (IL) accounts ("employee program"), within the jurisdiction of the entity completing the participating addendum, with the understanding that the entity completing the participating

addendum has no liability whatsoever concerning the equipment or for payment of services. All such employees must be validated in order to participate in the employee program, and that employees not so validated will not receive discounted wireless services and equipment, broadband services and equipment, or accessories under this agreement.

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

- 3.2.6 Maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.
- 3.2.7 Make records subject to billing audits either before or after payment. Assist participating entities with detail account information required by the participating entity or auditor anytime during the contract period.

3.3 Reporting

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

- 3.3.1 Reporting shall be provided in the format required by WSCA (Attachment G), with hard copies available upon request.
- 3.3.2 The following usage reports shall be submitted for the respective quarter:
 - 3.3.2.1 Usage and purchases under the contract.
 - 3.3.2.2 Quarterly optimization report for each wireless/broadband service subscriber and orders placed for accessories. The goal of the optimization reports is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a more cost effective plan or subscribers consistently under-utilizing a plan, and therefore should move to a lower cost plan.
 - 3.3.2.3 Voice, data, and combined voice/data related reports upon request.
- 3.3.3 Provide equipment sales report. A quarterly summary of equipment sold. Reports are to be submitted to the lead State in the format required by WSCA (Attachment G), with hard copies available upon request.

- 3.3.4 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost. Reports shall include report elements as seen in Attachment G.
- 3.3.5 Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.
- 3.3.6 Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.
- 3.3.7 Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

3.4 Contract Management

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

- 3.4.1 Assign a Contract Manager to manage the WSCA account, who shall be responsible for:
 - 3.4.1.1 The contract's overall performance requirements, ongoing unresolved issues, overall customer service.
 - 3.4.1.2 Providing any additional documentation necessary, as requested by the State for performance audits conducted periodically to evaluate areas of service required by this RFP (i.e. deliver, fill rate, variance reports, customer representatives)
 - 3.4.1.3 Meet with the lead State every six (6) months or as otherwise specified, to maintain the partnership between the State and the Contractor. Meetings may involve, but not be limited to:
 - Contractor performance;
 - Problem resolution;
 - Mandatory and custom reports; and
 - Improvement opportunities (i.e. cost savings opportunities, use of enhanced service features, etc.

3.5 Voice Services and Support (Band 1)

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

- 3.5.2 Establish and provide a set of “standard” plans for voice services.
- 3.5.3 Detail standard features such as voicemail, call waiting, call back and in-plan minutes or megabytes included in the proposed services.
- 3.5.4 Activate service on new equipment within 72 hours of request or shipping.
- 3.5.5 Provide the following services at no extra charge. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.
 - 3.5.5.1 Per line caller ID blocking;
 - 3.5.5.2 Upgrades or downgrades to service plans as needed, with no limits;
 - 3.5.5.3 Cancellation of service without early termination fees; and
 - 3.5.5.4 Provide LNP with no penalty.
- 3.5.6 Provide information regarding coverage across the U.S.; include listing and total % of coverage.
- 3.5.7 Define your statewide and national Voice Services coverage by each state.
- 3.5.8 Provide detailed in-network (no roaming) voice services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).
- 3.5.9 Provide detailed national in-network (no roaming) voice services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).
- 3.5.10 Provide updated coverage maps as described above upon request.
- 3.5.11 Notify each State’s designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.
- 3.5.12 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.
- 3.5.13 Identify all basic equipment provided as necessary for vendor’s standard operation within Contractor’s wireless voice network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

- 3.5.14 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.
- 3.5.15 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.
- 3.5.16 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):
- 3.5.16.1 Repair of equipment with new standard parts or parts of equal performance to new parts;
 - 3.5.16.2 Repair/replacement parts for all equipment covered under warranty;
 - 3.5.16.3 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;
 - 3.5.16.4 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);
 - 3.5.16.5 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and
 - 3.5.16.6 Walk-in repairs at retail stores.
- 3.5.17 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.
- 3.5.18 Submit full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement.
- 3.5.19 Provide priority voice service to State employees with critical job duties that are responsible for responding to disaster/emergency event.
- 3.5.20 Able to activate equipment and wireless voice service within 24 hours after request in the event of a State disaster/emergency.
- 3.5.21 Detail procedures required applying for and initiating priority status service.
- 3.5.22 List all airtime or fees associated with priority service.
- 3.5.23 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers. Are users of this contract able to use your retail stores? If so, define the process.
- 3.5.24 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:
- Satellite capabilities;

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

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

3.6 Broadband Services and Support (Band 2)

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

3.6.2 Establish and provide a set of “standard” plans for broadband services.

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

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

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

3.6.6 Provide updated coverage maps as described above upon request.

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

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

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

- 3.6.10 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.
- 3.6.11 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.
- 3.6.12 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):
 - 3.6.12.1 Provide in detail, the length and terms of the warranty/maintenance and service provided with piece of equipment/device/accessory;
 - 3.6.12.2 Repair of equipment with new standard parts or parts of equal performance to new parts;
 - 3.6.12.3 Repair/replacement parts for all equipment covered under warranty;
 - 3.6.12.4 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;
 - 3.6.12.5 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);
 - 3.6.12.6 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and
 - 3.6.12.7 Walk-in repairs at retail stores.
- 3.6.13 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.
- 3.6.14 For each of equipment/device/accessory, submit a full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement. Include contact name and phone number for each location.
- 3.6.15 Have the ability to provide wireless data services for any equipment that has wireless voice service capability. List the equipment supported by your company and the supporting wireless data services; include a brief description of all services.
- 3.6.16 Provide priority data service to State employees with critical job duties that are responsible for responding to disaster/emergency event.
- 3.6.17 Able to activate equipment and wireless data service within 24 hours after request in the event of a State disaster/emergency.
- 3.6.18 Detail procedures required applying for and initiating priority status service.
- 3.6.19 List all fees associated with priority service.

- 3.6.20 Have the ability to provide wireless data services that have wireless voice service capability. List the equipment that is not supported by your company and the supporting wireless data services; include a brief description of all services.
- 3.6.21 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers.
- 3.6.22 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:
- Satellite capabilities;
 - Emergency services;
 - Green initiatives; and
 - Buyback programs.
- 3.6.23 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

3.7 Accessories/Equipment/Devices (Band 3)

- 3.7.1 All accessories must be new, of current design and function, and unused. Discontinued or used items will not be accepted.
- 3.7.2 In addition to the items specifically listed herein, purchasing entities will be allowed to order from the successful vendor's regular product line for delivery F.O.B. destination to any point within the using states. Provide with your response, a link to your on-line catalog.
- 3.7.3 At vendor's expense, vendor shall arrange for pick up of products returned because of quality problems, duplicated shipments, outdated products, etc., within five (5) business days after notification with no restocking charge and replaced with specified products or the using entity shall be credited or refunded for the full purchase price. Standard stock products ordered in error by using entities must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition and in original container, unused.
- 3.7.4 Define distribution capabilities. Prices for all items associated with this contract are to be F.O.B. destination to anywhere within the participating entities.
- 3.7.5 Define ARO (After Receipt of Order) lead times. The preferred delivery time is not more than five (5) calendar days.
- 3.7.6 Provide detailed warranty information.

3.7.7 Provide in your cost proposal, pricing for OEM and Aftermarket (if available) products. Products may include, but are not necessarily limited to:

- Cell phone antennas and signal boosters;
- Cell phone batteries;
- Cell phone chargers;
- Cell phone hands-free (not including Bluetooth);
- Cell phone kits (define what is included);
- Cell phone cases and covers;
- Cell phone data cables;
- Cell phone memory;
- ADA/Assistive cell phone devices and accessories;
- Cell phone replacement parts;
- Cell phone keyboards; and
- Bluetooth headsets and car kits (define what is included).

3.7.8 The participating entities reserve the right to request samples of items when applicable.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees will be assigned for this project:	

4.1.2 **Please be advised**, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign

corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	
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If "No", provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor's responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	
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If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

- 4.1.6 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

Yes		No	
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If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

- 4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

Yes		No	
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- 4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor’s response in accordance with **Section 9.5, Part III – Confidential Financial**.
- 4.1.10.1 Dun and Bradstreet number
- 4.1.10.2 Federal Tax Identification Number
- 4.1.10.3 The last two - (2) years and current year interim:
- A. Profit and Loss Statement
- B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

- 4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

Yes		No	
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If “Yes”, vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 4.2.1.3 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information of every business reference provided by the vendor and/or subcontractor.

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:		
Company Name:		
<i>Identify role company will have for this RFP project (check one):</i>		
<input type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor	
Project Name:		
Primary Contact Information		
Name:		
Street Address:		
City, State, Zip:		
Phone, including area code:		
Facsimile, including area code:		
Email address:		
Alternate Contact Information		
Name:		
Street Address:		
City, State, Zip:		
Phone, including area code:		
Facsimile, including area code:		
Email address:		
Project Information		
Brief description of the project /		

contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in time originally allotted, and if not, why not?	
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	

- 4.3.3 Vendors must also submit *Attachment E, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business reference must submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.
- 4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

Vendors must include in their proposal response resumes for key personnel/staff to be responsible for performance of any contract resulting from this RFP.

5. COST

- 5.1 Vendors must provide detailed pricing for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated. Vendors must also state the discount percentage from their product line's price for other items. This discount percentage may be considered during the award of this contract. Percentage off balance of the line must be listed in the cost proposal. See Attachment H, Pricing Schedules.

6. PAYMENT

- 6.1 Upon review and acceptance by the State, payments for invoices are normally made within 45-60 days of receipt, providing all required information, documents and/or attachments have been received. This may vary by participating entity.

- 6.2 The State does not issue payment prior to receipt of goods or services.
- 6.3 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment B2, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

7. WRITTEN QUESTIONS AND ANSWERS

In addition to a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP.

7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFP/RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <http://purchasing.state.nv.us/services/sdocs.htm>. Select this RFP number and the "Question" link.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

8. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT).

<i>TASK</i>	<i>DATE/TIME</i>
Pre-Proposal Conference Trump International Towers, Las Vegas, NV 1:00 p.m. – 3:00 p.m.	February 23, 2011
Deadline for submitting questions	March 2, 2011 @ 2:00 PM
Answers posted to website	On or about March 18, 2011
Deadline for submittal of Reference Questionnaires	<u>No later than 4:30 PM on March 27, 2011</u>
<u>Deadline for submission and opening of proposals</u>	<u>No later than 2:00 PM on March 28, 2011</u>
Evaluation period (approximate time frame)	March 28 – May 13, 2011
Vendor Presentations (approximate time frame)	May 30 – June 3, 2011
Selection of vendor(s)/Send Letter(s) of Intent	On or about June 10, 2011
Execution of new contract	November 1, 2011

NOTES: *These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.*

The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals.

9. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B – Confidential Technical* and *Section 9.5, Part III – Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality of Proposals and Certification of Indemnification*.

The remaining sections are Cost Proposal and Confidential Financial. Vendors may submit their proposal broken out into the three (3) sections as required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain a file that is an *exact* duplicate of the technical and cost proposals; the electronic files must follow the format and content section for the technical response and cost proposal. Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

9.1.1 All information is to be completed as requested.

9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.

9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

- 9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP questions, statement and/or section and must be presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this will be considered during the evaluation process.
- 9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
 - 9.1.6.2 Not include pages of unnecessary advertising;
 - 9.1.6.3 Be printed on both sides of each sheet of paper; and
 - 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of address questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive (refer to NRS §333.311).

9.2 PART I A – TECHNICAL PROPOSAL

9.2.1 Submission Requirements

9.2.1.1 Technical proposal must include:

- A. One (1) original marked "MASTER";
- B. One (1) "MASTER" CD with the technical proposal contents only. The CD must be packaged in a case and clearly labeled with the RFP No., vendor's name and Part I A, Technical Proposal;
- C. Twelve (12) identical copies; and
- D. The technical proposal *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical*) or project costs. **Please note:** Confidential information, cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

9.2.2 Format and Content

9.2.2.1 Tab I – Title Page – the title page must include the following:

- A. Part I A– Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"
- B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
- C. RFP No: 1907
- D. Name and Address of the vendor
- E. Proposal Opening Date: March 28, 2011
- F. Proposal Opening Time: 2:00 PM

9.2.2.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality of Proposal and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C1 – Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. A copy of vendor's Certificate of Insurance identifying the coverages and minimum limits currently in effect.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements, if applicable.
- F. Copies of applicable certifications and/or licenses.

9.2.2.5 Tab V – Attachment B1

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in Attachment B1

9.2.2.6 Tab VI – Section 3 - Scope of Work

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.2.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.2.8 Tab VIII – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal response.

9.3 PART I B – CONFIDENTIAL TECHNICAL

Vendors only need to submit Part I B if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality of Proposal and Certification of Indemnification*).

9.3.1 Submission Requirements, if confidential technical information is being submitted.

9.3.1.1 Confidential technical information must include:

- A. One (1) original marked “MASTER”; and
- B. Twelve (12) identical copies.

9.3.2 Format and Content

9.3.2.1 Tab I – Title Page – the title page must include the following:

- A. Part I B – Technical Proposal for: “Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment”
- B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
- C. RFP No: 1907
- D. Name and Address of the vendor
- E. Proposal Opening Date: March 28, 2011
- F. Proposal Opening Time: 2:00 PM

9.3.2.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 Submission Requirements

9.4.1.1 Cost Proposal must include:

- A. One (1) original marked “MASTER”;
- B. Twelve (12) identical copies; and
- C. One (1) CD with the cost proposal contents. The CD must be packaged in a case and clearly labeled with the RFP No, vendor’s name and Part II – Cost Proposal.

9.4.1.2 The cost proposal must not be marked “confidential”.

9.4.2 Format and Content

9.4.2.1 Tab I – Title Page – the title page must include the following:

- A. Part II – Cost Proposal for: “Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment”.
- B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
- C. RFP No: 1907
- D. Name and Address of the vendor
- E. Proposal Opening Date: March 28, 2011
- F. Proposal Opening Time: 2:00 PM

9.4.2.2 Tab II – Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

9.4.2.3 Tab III – Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP

Vendors must include the cost proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization within this section.

9.5 PART III – CONFIDENTIAL FINANCIAL

9.5.1 Submission Requirements

9.5.1.1 Confidential financial information must include:

- A. One (1) original marked "MASTER"; and
- B. One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page – the title page must include the following:

- A. Part III – Confidential Financial Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment".
- B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
- C. RFP No: 1907
- C. Name and Address of the vendor
- D. Proposal Opening Date: March 28, 2011
- E. Proposal Opening Time: 2:00 PM

9.5.2.2 Tab II – Financial Information and Documentation

- A. Dun and Bradstreet Number
- B. The completed Attachment F, State of Nevada Registration Substitute IRS Form W-9
- C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

9.6 PROPOSAL PACKAGING

- 9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and confidential financial documentation, marked as required in *Section 9.6.4 and Section 9.6.7*, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM

FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.
- 9.6.3 Proposals **must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail, or written notice provided such notice is received prior to the opening of the proposals.
- 9.6.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART I A –TECHNICAL
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

- 9.6.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL TECHNICAL
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

- 9.6.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART II – COST
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

- 9.6.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT:	PART III – CONFIDENTIAL FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	March 28, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data Service, Accessories and Equipment
VENDOR'S NAME:	

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal response.

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:

- Reasonableness of cost
- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel

Note: Financial stability will be scored on a pass/fail basis

- Presentations – Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation

committee or other State staff, as applicable. The State, at its option, may limit participation in vendor presentations based on scoring. NOTE: The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposal.

Proposals shall be kept confidential until a contract is awarded.

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5).
- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 10.4 Clarification discussions may, at the state's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (refer to NRS §333.700).

11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented

in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <http://purchasing.state.nv.us>.
- 11.1.5 The failure to separately package and clearly mark **Part I B and Part III** – which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

- 11.1.13 Proposals from employees of the State of Nevada will be considered if they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(2).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS §333.370 and Chapter 333 of the Nevada Administrative Code.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 11.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all

contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

- 11.2.3 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.4 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFP. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.
- 11.2.5 The State will not be liable for Federal, State, or Local excise taxes per NRS §372.325.
- 11.2.6 Attachment B1 and Attachment B2 of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 11.2.7 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.8 Local governments (as defined in NRS §332.015), are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

11.2.9 Any person who requests or who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

11.2.10 Pursuant to NRS §613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they **MUST** identify in detail their exceptions and/or assumptions on ***Attachment B1, Technical Proposal Certification of Compliance***. In order for any exceptions and/or assumptions to be considered they **MUST** be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

11.3.1 Award of Related Contracts

11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.

11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

11.3.4 Inspection/Acceptance of Work

11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.3.5 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.6 Right to Publish

No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the State.

12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part I A– Technical Proposal Submission Requirements		Completed
Required number of Technical Proposals per submission requirements		
One (1) CD with contents of the Technical Proposal only		
Required Information to be submitted with Technical Proposal under the following tabs:		
Tab I	Title Page	
Tab II	Table of Contents	
Tab III	Vendor Information	
Tab IV	State Documents	
Tab V	Attachment B1 – Technical Proposal Certification of Compliance	
Tab VI	Section 3 - Scope of Work	
Tab VII	Section 4 - Company Background and References	
Tab VIII	Other Informational Material	
Part I B – Confidential Technical Submission Requirements		
Required number of Confidential Technical Proposals per submission requirements		
Tab I	Title Page	
Tabs	Appropriate tabs and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Required number of Cost Proposals per submission requirements		
One (1) CD with contents of the Cost Proposal only		
Tab I	Title Page	
Tab II	Cost Proposal	
Tab III	Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP	
Part III – Confidential Financial Submission Requirements		
Required number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page	
Tab II	Financial Information and Documentation	
REFERENCE QUESTIONNAIRE REMINDERS		
Send out Reference Questionnaires for Vendor (with Part A completed)		
Send out Reference Questionnaires for proposed subcontractors (with Part A completed, if applicable)		

ATTACHMENT A
CONFIDENTIALITY OF PROPOSALS AND
CERTIFICATION OF INDEMNIFICATION

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

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

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

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

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

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

Part I B – Confidential Technical Information			
YES		NO	
Proposal Section & Page #	Justification for Confidential Status		

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

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

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

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

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

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

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

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

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

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

**ATTACHMENT B2
COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

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

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

NO _____ I do not agree to comply with the terms and conditions specified in this RFP.

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

Company Name

Signature

Print Name

Date

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)

ASSUMPTION SUMMARY FORM

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

**This document must be submitted in Tab III of vendor's cost proposal.
This form **MUST NOT** be included in the technical proposal.**

ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

Company Name

Signature

Print Name

Date

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

ATTACHMENT D
WSCA MSA CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

All vendors are required to submit a Certificate of Insurance in *Tab IV, State Documents* of the technical proposal identifying the coverages and minimum limits currently in effect.

Please pay particular attention to the insurance requirements, as specified in Paragraph 26.



WSCA MSA
Contract.doc

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

**ATTACHMENT E
REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor MUST complete Part A of the Reference Questionnaire.
2.	Proposing vendor MUST send the following Reference Questionnaire to EACH business reference listed for completion of Part B, Part C and Part D.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Attention: Nancy Feser Email: svrpurch@purchasing.state.nv.us Fax: 775-684-0188
4.	The completed Reference Questionnaire MUST be received no later than 4:30 PM PT <u>March 25, 2011</u>
5.	Business references are NOT to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.



Reference
Questionnaire.doc

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
svrpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT F
STATE OF NEVADA REGISTRATION SUBSTITUTE IRS FORM W-9

The completed form must be included in Tab II, Financial Information and Documentation of the *Part III – Confidential Financial* proposal submittal.



W-9 Form and
Instructions

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

**ATTACHMENT G
REPORT/ADMINISTRATION FEE
FORMAT AND SCHEDULE**



Reporting Format
and Schedule.doc



Lines of Service
Report.xls



Accessories,
Equipment, and Devi

*If you are unable to access the above inserted files,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT H PRICING SCHEDULES



wireless pricing.xls



bband pricing.xls



accessory pricing.xls

*If you are unable to access the above inserted files,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT I
MODEL PARTICIPATING ADDENDUM



Model PA.doc

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT J CURRENT CONTRACT PARTICIPATION

It is anticipated that most, if not all, states currently participating on these contracts will also participate on the new contracts. Additionally, the State of Montana has signed an Intent to Participate. Additional states may be added with the consent of the contractor and Lead State through execution of a Participating Addendum.



WSCA Contract
Sales - Using States.†

*If you are unable to access the above inserted file,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT K STATES UNIQUE TERMS AND CONDITIONS

Specific Terms and Conditions related to some states are embedded below. All States reserve the right to add any State specific terms and conditions to any resultant participating addendums signed in response to award(s) based from this procurement.



Oregon Terms and
Conditions.DOC



State of Montana
Terms and Conditions

*If you are unable to access the above inserted files,
please contact Nevada State Purchasing at
srvpurch@purchasing.state.nv.us
for an emailed copy.*

ATTACHMENT L

**PRE-REGISTRATION FORM
FOR RFP 1907
WIRELESS VOICE SERVICE, WIRELESS BROADBAND SERVICE,
ACCESSORIES AND EQUIPMENT (WSCA)**

PRE-PROPOSAL CONFERENCE

**February 23, 2011
1:00 p.m. – 3:00 p.m.**

**Trump International Towers – Broadway Room
2000 Fashion Show Drive
Las Vegas, NV
(702) 476-7207
(signage will be provided in the foyer)**

**In order to reserve a space for participation this form must be completed
and returned no later than February 18, 2011**

Return completed form to:
Nevada State Purchasing Division
Attn: Teri Smith
Email: tlsmith@purchasing.state.nv.us
Fax (775) 684-0188

Limited to two (2) attendees per company

Name of Company represented:	
1. Name of person attending pre-proposal conference:	
Phone Number:	
Fax number:	
Email:	
2. Name of person attending pre-proposal conference:	
Phone Number:	
Fax number:	
Email:	



208 S Akard Street, Room 3506
Dallas, TX 75202
www.att.com

Office: (214) 464-0011
Cell: (214) 537-2992
xavier.williams@att.com

April 4, 2011

Ms. Teri Smith
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

RE: RFP #1907; Wireless Voice Service, Wireless Data Service, Accessories and Equipment

Dear Ms. Smith,

On behalf of AT&T Mobility, I want to thank the State of Nevada for this opportunity to respond to all three bands of the Western States Contracting Alliance's (WSCA) Request for Proposal (RFP) for Wireless Services. For the last eight years, WSCA and AT&T Mobility have worked as true partners to bring wireless services to more than 7,000 state and local government agencies spanning 46 states and the District of Columbia. This partnership's success can be seen in the 60 percent growth in the use of the contract over the last three years.

AT&T's network investments and upgrades have enabled AT&T Mobility to continue delivering the nation's fastest mobile broadband network. In 2010, AT&T invested \$20.3 billion in our network infrastructure. AT&T Mobility continues, year over year, to lead the industry in network investment. AT&T Mobility's wireless offerings will meet, if not exceed, the needs of the WSCA participating entities.

AT&T Mobility will continue to bring new and exciting products and enhancements to the state governments, while addressing their budget constraints. An AT&T Mobility offering provides numerous advantages to WSCA participating entities, including:

- Simultaneous voice and data so that you can talk, email, and surf the Web at the same time.
- Unsurpassed wireless service reaching more than 300 million people (99.8% of the U.S. population).
- The best coverage of any wireless carrier worldwide. AT&T delivers the widest international voice coverage of any wireless carrier in the world. With AT&T Mobility, customers have the freedom to make wireless calls using an internationally enabled phone on all seven continents and in more than 220 countries.
- Wireless data coverage in more countries than any U.S. carrier — with wireless data-roaming in more than 200 countries for laptops, hand-held devices and other data services, and third-generation (3G) services in more than 170 countries. In addition, AT&T offers wireless service on 130 cruise ships worldwide.

- Extensive wireless network built on the 3rd Generation Partnership Project (3GPP) family of technologies, which includes GSM (Global Systems for Mobility), UMTS (Universal Mobile Telecommunications System), HSPA (High Speed Packet Access), and LTE (Long Term Evolution). Nearly 90% of global wireless subscribers are on GSM network technology.
- Accessible sales force and customer service organization that covers all 50 states and the District of Columbia, to enable every agency that desires to use the WSCA contract access to information that will help them in their respective budget and decision making processes.
- Access to the latest in equipment devices and accessories to support both voice and broadband services.
- The most up-to-date network. AT&T Mobility is deploying the latest generation of 3G technology — High Speed Packet Access Plus (HSPA+) — as well as thousands of new backhaul connections. Combined, these will deliver a considerable boost to AT&T's already fast 3G speeds.
- Innovation with next generation technology. In 2010, AT&T Mobility began trials of the next-generation 4G technology — LTE — with planned nationwide deployment in 2011.

AT&T's submitted pricing is valid for 180 days from date of proposal submission.

AT&T Mobility looks forward to continuing our partnership with the State of Nevada under the WSCA program and with WSCA participating entities to meet their wireless needs. AT&T Mobility's proposals leverage the purchasing volumes of WSCA to provide WSCA participating entities the best value at competitive prices.

Please contact Twila Lively, AT&T's WSCA Contract Manager, regarding any questions or for further discussion on AT&T's proposals. Ms. Lively is available at (925) 487-9945 or at twila.lively@att.com.

Respectfully Submitted,

Xavier D. Williams
Senior Vice-President
Public Sector & Healthcare

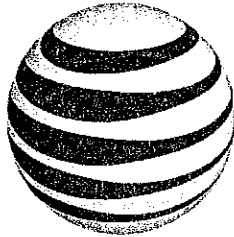
RFP No: 1907

To **The State of Nevada on behalf of the
Western States Contracting Alliance
(WSCA)**

For **Part IA – Technical Proposal for:
“Wireless Voice Service, Wireless
Broadband Service, Accessories
and Equipment”**

Wireless Voice Service

Date **Proposal Opening Date: April 4, 2011
Proposal Opening Time: 2:00 PM**



at&t

Offeror **AT&T Mobility National Accounts LLC, dba AT&T Mobility
1025 Lenox Park Blvd NE 5D46
Atlanta, GA 30319**

Limited Rights Legend

RFP No: 1907

Contractor: AT&T Mobility National Accounts LLC dba AT&T Mobility ("AT&T").

Tab II. Table of Contents

Tab I.	Title Page _____	Cover
Tab II.	Table of Contents _____	iii
Tab III.	Vendor Information Sheet for RFP No: 1907 _____	III-1
Tab IV.	State Documents _____	IV-1
	Amendments _____	IV-2
	Attachment A – Confidentiality of Proposals and Certification of Indemnification _____	IV-5
	Attachment C1 – Vendor Certifications _____	IV-7
	Vendor's Certificate of Insurance _____	IV-9
	Vendor Licensing Agreements and/or Hardware and Software Maintenance Agreements _____	IV-13
	Applicable Certifications and/or Licenses _____	IV-17
Tab V.	Attachment B1. Technical Proposal Certification of Compliance with Terms and Conditions of RFP _____	V-1
Tab VI.	Section 3. Scope of Work _____	VI-1
	3.1 General Requirements _____	VI-1
	3.2 Administration of Contract(s) _____	VI-8
	3.3 Reporting _____	VI-11
	3.4 Contract Management _____	VI-20
	3.5 Voice Services and Support (Band 1) _____	VI-22
	3.6 Broadband Services and Support (Band 2) _____	VI-61
	3.7 Accessories/Equipment/Devices (Band 3) _____	VI-62
Tab VII.	Section 4 – Company Background and References _____	VII-1
	4.1 Vendor Information _____	VII-1
	4.2 Subcontractor Information _____	VII-11
	4.3 Business References _____	VII-12
	4.4 Vendor Staff Resumes _____	VII-28
Tab VIII.	Other Informational Material _____	VIII-1

List of Figures

Figure 1: Sample AT&T Rate Plan Optimization Report. _____	VI-14
Figure 2: Example of Custom Reports List for Bill Analysis. _____	VI-18
Figure 3: Example of Equipment Inventory Report. _____	VI-19
Figure 4: Example of Equipment Cost Detail. _____	VI-19
Figure 5: Example of usage reports with full itemization of call details. _____	VI-20
Figure 6: AT&T's Wireless service reaches more than 300 million people – 99.8% of the U.S. population. _____	VI-30
Figure 7: Statewide Voice Coverage—Northeast. _____	VI-31
Figure 8: Statewide Voice Coverage—Mid-Atlantic. _____	VI-32
Figure 9: Statewide Voice Coverage—Southeast. _____	VI-32
Figure 10: Statewide Voice Coverage—Central (north). _____	VI-33
Figure 11: Statewide Voice Coverage—Central (south). _____	VI-33
Figure 12: Statewide Voice Coverage—Mountain (north). _____	VI-34
Figure 13: Statewide Voice Coverage—Mountain (central). _____	VI-34
Figure 14: Statewide Voice Coverage—Mountain (south). _____	VI-35
Figure 15: Statewide Voice Coverage—Pacific (north). _____	VI-35
Figure 16: Statewide Voice Coverage—Pacific (south). _____	VI-36
Figure 17: Geographic Diversity of AT&T's RDCs/NDC _____	VI-56

List of Tables

Table 1: Eligibility for AT&T Mobility Warranty Service. _____	VI-45
Table 2: AT&T's Vendor Information _____	VII-1
Table 3: AT&T Experience Chart of Individuals. _____	VII-28

Tab III. Vendor Information Sheet for RFP No: 1907

Vendor Must:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	AT&T Mobility National Accounts LLC dba AT&T Mobility	
V2	Street Address	1025 LENOX PARK BLVD NE 5D46	
V3	City, State, ZIP	Atlanta, GA 30319	
V4	Telephone Number		
	Area Code: 925	Number: 487-9945	Extension:
V5	Facsimile Number		
	Area Code: 301	Number: 576-5443	Extension:
V6	Toll Free Number		
	Area Code:	Number: n/a	Extension:
V7	Contact Person for Questions / Contract Negotiations, including address if different than above		
	Name: Twila Lively		
	Title: Contract Manager		
	Address: 2600 Camino Ramon; Rm. 3W550BB; San Ramon, CA 94583		
	Email Address: twila.lively@att.com		
V8	Telephone Number for Contact Person		
	Area Code: 925	Number: 487-9945	Extension:
V9	Facsimile Number for Contact Person		
	Area Code: 301	Number: 576-5443	Extension:
V10	Name of Individual Authorized to Bind the Organization		
	Name: Xavier Williams		Title: Senior Vice President, Public Sector and Healthcare
V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)		
	Signature:		Date:



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Tab IV. State Documents

- The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- Attachment A -- Confidentiality of Proposal and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- Attachment C1 -- Vendor Certifications with an original signature by an individual authorized to bind the organization.
- A copy of vendor's Certificate of Insurance identifying the coverages and minimum limits currently in effect.
- Copies of any vendor licensing agreements and/or hardware and software maintenance agreements, if applicable.
- Copies of applicable certifications and/or licenses.



Amendments

- *Amendment 1, received February 7, 2011, is attached.*
- *Amendment 2, received March 22, 2011, is attached.*

RFP No: 1907

The State of Nevada on behalf of the Western States Contracting Alliance (WSCA)

Part IA Technical Proposal — Wireless Voice Service



(PLACEHOLDER FOR AMENDMENT PAGES)



(PLACEHOLDER FOR AMENDMENT PAGES)

Attachment A – Confidentiality of Proposals and Certification of Indemnification

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

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

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

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

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

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

<i>Part I B – Confidential Technical Information</i>			
<i>YES</i>	<i>X</i>	<i>NO</i>	
<i>Proposal Sect. & Page #</i>	<i>Justification for Confidential Status</i>		
<i>3.5.8; pg. VI-36</i>	<i>In-depth coverage maps if publically available would put AT&T's network at risk</i>		
<i>3.5.9; pg. VI-36</i>	<i>In-depth coverage maps if publically available would put AT&T's network at risk</i>		
<i>3.5.12; pg. VI-38</i>	<i>Network improvement could put AT&T at a competitive disadvantage if publicly available.</i>		



<i>Part III – Confidential Financial Information</i>			
<i>YES</i>	<i>X</i>	<i>NO</i>	
<i>Justification for Confidential Status</i>			
<i>Proposed Pricing could put AT&T at a financial disadvantage</i>			

Company Name

Signature

Print Name

Date

Attachment C1 – Vendor Certifications

Vendor agrees and will comply with the following:

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

RFP No: 1907

The State of Nevada on behalf of the Western States Contracting Alliance (WSCA)

Part IA Technical Proposal — Wireless Voice Service



Company Name

Signature

Print Name

Date



Vendor's Certificate of Insurance

AT&T Response:

See AT&T's Certificate of Liability Insurance, attached.



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(PLACEHOLDER FOR CERTIFICATE OF LIABILITY INSURANCE PAGES)



(PLACEHOLDER FOR CERTIFICATE OF LIABILITY INSURANCE PAGES)



Vendor Licensing Agreements and/or Hardware and Software Maintenance Agreements

AT&T Response:

See AT&T Mobility Nevada Business License, attached.



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(PLACEHOLDER FOR NEVADA BUSINESS LICENSE PAGES)

RFP No: 1907

The State of Nevada on behalf of the Western States Contracting Alliance (WSCA)

Part IA Technical Proposal — Wireless Voice Service



(PLACEHOLDER FOR NEVADA BUSINESS LICENSE PAGES)



Applicable Certifications and/or Licenses

AT&T Response:

AT&T does not have any applicable certifications or licenses to include at this time. AT&T is licensed to do business in every state in the U.S. and every country in which we do business, and has spectrum licenses and roaming agreements in all locations we provide wireless services. Copies of state and country business licenses and spectrum licenses are on file for your review if needed.



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Tab V. Attachment B1. Technical Proposal Certification of Compliance with Terms and Conditions of RFP

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

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

NO X I do not agree to comply with the terms and conditions specified in this RFP.

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

Company Name

Signature

Print Name

Date



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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION <i>(Complete detail regarding exceptions must be identified)</i>
3.2.2	10	<i>AT&T will complete the evaluation and review within 20 business days; however, an evaluation and review does not include an obligation to revise pricing. Any changes to the then current agreement pricing must be formalized by an amendment.</i>
3.3.1	11	<i>At this time, AT&T can not provide “ship to” information for reporting purposes. AT&T is investing in a program to address this issue.</i>
3.3.3	11	<i>At this time, AT&T can not provide “ship to” information for reporting purposes. AT&T is investing in a program to address this issue.</i>
3.3.4	12	<i>At this time, AT&T can not provide “ship to” information for reporting purposes. AT&T is investing in a program to address this issue. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.</i>
3.5.1	12	<i>Provide competitive prices at the best value to Participating Entities in a timely and efficient manner, as to be set forth in the mutually agreed to contract</i>
3.5.11	13	<i>AT&T will make an effort to notify designated key contacts five days prior to a planned service outage, but can commit to no later than 48 hours prior to any planned service outages and/or scheduled maintenance pursuant to the process described in section 3.5.11.</i>
4.2.1.1	21	<i>Subcontracts are selected from a pool of subcontractors on an-as-needed basis. When needed for a project, AT&T requires subcontractors to adhere to the same requirements as AT&T.</i>
4.2.1.2	21	<i>When needed for a project, AT&T requires subcontractors to adhere to the same requirements as AT&T and will require them to sign Attachment C-1.</i>
4.2.1.3	21	<i>When needed for a project, AT&T will require subcontractors to provide a minimum of three references to the Participating Entity for review.</i>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION <i>(Complete detail regarding exceptions must be identified)</i>
4.2.1.4	21	<i>When subcontractor is needed for a project, AT&T will require subcontractors to provide proof of insurance as required in this RFP.</i>
4.2.1.5 <i>Amendment 2</i>	page 3	<i>When subcontractor is needed for a project, AT&T will obtain Participating Entity approval prior to the commencement of work.</i>
11.2.3	36	<p>Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR</p> <p>Section 26 Insurance Coverage page 6:</p> <p><i>Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.</i></p> <p>Change to:</p> <p><i>Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.</i></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
11.2.3	36	<p>Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR</p> <p>Section 26 General Requirements page 7:</p> <p>d. <u>Deductibles and Self-Insured Retentions:</u> Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.</p> <p>Change to:</p> <p>d. <u>Deductibles and Self-Insured Retentions:</u> Any deductible or self-insured retention be at the sole risk of the Contractor.</p>
11.2.3	36	<p>Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR</p> <p>Section 26 General Requirements page 7:</p> <p>e. <u>Policy Cancellation:</u> Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.</p> <p>Change to:</p> <p>e. <u>Policy Cancellation:</u> Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the contract.</p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION <i>(Complete detail regarding exceptions must be identified)</i>
11.2.3	36	<p>Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR</p> <p>Section 26 General Requirements page 8:</p> <p><u>Review and Approval:</u> Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.</p> <p>Change to:</p> <p><u>Review and Approval:</u> Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise.</p>
Attachment D and Attachment K		<p>AT&T'S GENERAL EXCEPTIONS TO ATTACHMENT D AND ATTACHMENT K</p> <p><i>In addition to the exceptions and assumptions noted above, and in accordance with the express directives set forth in the RFP, AT&T hereby also takes a general exception to the WSCA MSA Contract Form set forth in Attachment D to the</i></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		<p>RFP (the "WSCA MSA"), and to the four States' respective unique terms and conditions set forth in Attachment K (collectively, the "Additional States' Ts&Cs").</p> <p><i>In general, in the event AT&T is fortunate enough to be selected as a vendor under this procurement, AT&T fully anticipates that it will be able to negotiate a mutually acceptable form of contract that will serve as the fundamental terms and conditions through which AT&T will provide its products, services, discount programs and related offers set forth in the Response to Participating Entities. However at this time, the form of the WSCA MSA does not reflect the product-related terms and conditions that AT&T believes are necessary to properly reflect both AT&T's operational deliverables and its risk tolerance. Nevertheless, AT&T has had a long-standing relationship with WSCA and remains very confident that the vast majority of the WSCA MSA can be accepted and ultimately incorporated into a final, cohesive contract vehicle that is satisfactory to both AT&T and WSCA, and which enables seamless, efficient commerce with the Participating Entities. Moreover, WSCA made it clear in the RFP that the WSCA MSA was provided as a courtesy to vendors, and that it was not necessary for vendors to complete the WSCA MSA with their proposal responses.</i></p> <p><i>AT&T takes similar exceptions to the Additional States' Ts&Cs. In addition to the reasons stated above with respect to the WSCA MSA, AT&T submits that the Additional States' Ts&Cs are more akin to the types of provisions that would be included in a Participating Addendum for each such State, similar to how the State of Nevada would have its own Participating Addendum if it chooses to be a Participating Entity. Furthermore, the very nature of the WSCA MSA makes acceptance, rejection or modification of the Additional States' Ts&Cs difficult, if not impossible, at this time because WSCA and AT&T must reach a final agreement on the resulting contract to best determine which provisions of the Additional States' Ts&Cs are appropriate for inclusion. Once again, AT&T pledges its optimism and willingness to negotiate in good faith with all potential Participating Entities, including these four States, on any additional terms and conditions requested.</i></p>

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION <i>(Complete detail regarding exceptions must be identified)</i>
		<i>Accordingly, notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor WSCA is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.</i>

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION <i>(Complete detail regarding assumptions must be identified)</i>
Tab V. Attachment B1. Technical Proposal Certification of Compliance with Terms and Conditions of RFP	41	<i>I agree to comply with the terms and conditions specified in this RFP, subject to the stated exceptions and/or assumptions set forth in this Response as directed to provide below and elsewhere herein.</i>
Attachment D	44	<i>AT&T fully anticipates that it will be able to negotiate a mutually acceptable form of contract that will serve as the fundamental terms and conditions through which AT&T will provide its products, services, discount programs and related offers set forth in the Response to Participating Entities.</i>
Attachment K	51	<i>AT&T fully anticipates that it will be able to negotiate a mutually acceptable form of contract that will serve as the fundamental terms and conditions through which AT&T will provide its products, services, discount programs and related offers set forth in the Response to Participating Entities.</i>



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Tab VI. Section 3. Scope of Work

3.1 General Requirements

AT&T has an established, successful working relationship with a majority of the WSCA participants, allowing for unsurpassed service continuity. AT&T's team of experienced, proven professionals will continue to provide WSCA participating entities with our all-encompassing mobility services—from requirements initiation, through service delivery and life cycle operational support. With an AT&T solution, WSCA participating entities will realize continuity of support personnel, streamlined transition timeframe, and cost savings with enhanced services equipment.

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

AT&T Response:

AT&T Mobility (AT&T) is responding to the three bands of the Western States Contracting Alliance's (WSCA's) Request for Proposal (RFP) for Wireless Services. AT&T is submitting one comprehensive proposal for each band of service, which clearly delineates between wireless voice service, wireless broadband data service, and accessories and equipment.

AT&T's integrated, domestic wireless network is completely digital and can serve more than 90% of the U.S. population—more than 300 million people. Agreements with other domestic carriers may extend this coverage up to 99.8% of the U.S. population. AT&T offers voice services in more than 220 countries as well as international data roaming in more than 200 countries. The WSCA and the corresponding Participating Entities can depend upon AT&T's breadth and depth of resources, including:

- AT&T to continue to invest billions of dollars for upgrades and enhancements to our network -- to connection people where they live and work faster and better than any other provider.*
 - AT&T to provide free mobility consulting for process improvements, technical consultants to ride-along to gain understanding of the scope of the problem, and re-engineer an agency's process to guarantee cost and efficiency savings.*
 - AT&T to have an accessible sales force and customer service organization that covers all 50 states and the District of Columbia available to help every agency that desires to use the WSCA contract relevant to their budget and decision making processes.*
-

- *AT&T to invest up to \$565 million to continue to reduce green house gases to protect our world's environment.*

AT&T is ready and able to begin migrating Participating Entities from the current WSCA contract to the forthcoming WSCA program. Appendix A of AT&T's proposal contains a high-level Transition Plan that outlines our approach to making this migration as seamless as possible for Participating Entities.

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

AT&T Response:

AT&T will continue to provide competitive prices and best value for wireless voice service, wireless broadband data service, equipment and accessories, as set forth in the mutually agreed to contract. AT&T will continue to provide these services in the most timely and efficient manner that Participating Entities have come to expect from AT&T.

More specifically, and as supplemented in the Cost Proposal attached hereto, AT&T offers to provide WSCA with AT&T's generally available voice service and wireless data service plans, plus certain customized wireless plans designed for WSCA (collectively, the Plans), and to provide those Plans to WSCA at a discount.

The discount applies to a Plan's monthly service charge, which is essentially the Plan's monthly wireless access charges, or the set fee charged monthly for use of a particular Plan (i.e., Monthly Service Charge). AT&T refers to this discount as the Monthly Service Charge Discount or the MSC Discount. AT&T offers WSCA two different tiers of that Monthly Service Charge Discount for Participating Entities' CL/CRUs and IL/IRUs, respectively (please refer to AT&T's response to Section 3.1.3 herein for the definitions of CL/CRU and IL/IRU). Similarly, AT&T will offer discounts off most of our wireless equipment (i.e., Equipment Discount); this Equipment Discount is detailed in the Cost Proposal.

AT&T has invested \$74 billion for wireless and wire-line enhancements over the past three years, much of which was to build wireless networks, including acquisitions and spectrum purchases. This investment means increased coverage and a higher level of service for Participating Entities.

AT&T investments also include:

- *\$9 billion for Long-Term Evolution (LTE) spectrum purchase over the past three years*
- *\$20.3 billion investment in AT&T's wireless and wireline network in 2010, including more than a 50 percent increase in wireless-related capital investment versus the prior year*
- *\$2.3 billion in purchase of Alltel assets to extend coverage across the country*

To increase wireless access beyond cell sites, AT&T built the nation's largest Wi-Fi network. AT&T has more than 24,000 hotspots, including locations in all 50 states, and access to more than 135,000 hotspots around the world. AT&T provides flexible network access methods and an improved network experience whether at home, in the office, or on the go.

Quality Wireless Voice Services

AT&T's wireless network is based on the 3rd Generation Partnership Project (3GPP) family of technologies. This includes Global Systems for Mobility (GSM) and Universal Mobile Telecommunications System (UMTS), the most open and widely-used wireless network platforms in the world. This dominant technology means that WSCA Participating Entities will continue to benefit from AT&T's global roaming capabilities, prioritized research and development, the best options in cutting-edge devices, and smoother evolution to enhanced technologies.

Quality Wireless Broadband (Wireless Data) Services

The GSM/UMTS platform enables continued enhancement of mobile broadband speeds as AT&T evolves to the next generation of technologies. With AT&T's even faster mobile broadband technology, followed by the planned roll-out of LTE technology, AT&T customers will have access to the best combination of speed, performance, coverage, and available devices for years to come.

AT&T deployed high-quality 850 MHz spectrum in hundreds of markets to support mobile broadband services. This additional spectrum expands overall network capacity and improves in-building reception. AT&T is deploying the next generation of mobile broadband technology as well as thousands of new backhaul connections. Combined, these will deliver a considerable boost in mobile broadband speeds for AT&T customers, including Participating Entities.

AT&T will continue to invest to build our broadband networks, which will bring Participating Entities quick access to the content, applications, and services that matter most. In 2010, AT&T invested \$20.3 billion in total capital expenditures. For 2011, AT&T's capital expenditure budget of \$19 billion will allow us to continue to improve our network to provide better and faster service in more places.

When combined with enhanced backhaul, AT&T's HSPA+ technology, the next step in the AT&T's progression to LTE, is expected to enable speeds up to four times faster than our already fast mobile broadband speeds. By mid-2011, AT&T will have evolved to even faster 4G speeds with the planned initial launch of AT&T's LTE network. These enhancements are designed to allow our customers, including Participating Entities, to reap all the benefits of the nation's fastest wireless mobile broadband network and the widest array of mobile devices.

4G Evolution

AT&T has deployed HSPA+ to virtually 100% of our nation's fastest mobile broadband network, which enables 4G speeds when combined with enhanced backhaul. AT&T is rapidly expanding enhanced backhaul to cell sites throughout the country, adding new cell sites weekly. AT&T plans to have a variety of broadband devices available to take advantage of increased speeds. With backwards compatibility, AT&T will provide a consistent experience across the AT&T mobile broadband footprint.

AT&T has a history of improving mobile broadband network speeds to provide our customers with the best and fastest mobile broadband experience. AT&T's utilization of 3G technology allows for simultaneous voice and data to be available as we transition into 4G and beyond.

Quality Equipment and Accessories

AT&T works with equipment and accessories manufacturers to bring the latest, most productive products to market. The Apple iPhone and Apple iPad are industry-leading products, and examples of our ventures with other businesses. BlackBerry, Palm, and Windows Mobile devices provide a range of products that can meet the requirements of the wide variety of government agencies in fulfilling their objectives.

AT&T is committed to providing WSCA with a wide variety of quality accessories to enhance Participating Entities' wireless experiences. To achieve this, AT&T has an established Accessory Development team to review, test, and select the accessories deemed the most effective and efficient for our customers. The Accessory Development team's device certification program tests mobility applications in the lab to verify the devices' efficient operations prior to making them available to Participating Entities. This pro-active testing reduces equipment returns due to high customer satisfaction, low subscriber inconvenience, and general annoyance.

To further expand AT&T's offering of more specialized equipment and accessories, AT&T has entered into a resale agreement with a large supplier of customized communications equipment. This agreement allows AT&T to sell the equipment directly to a Participating Entity's end user (each an End User). Previously, as is the practice in the wireless industry, AT&T could only bill for the service. End Users can depend directly on AT&T to stand behind the sale of the equipment through AT&T's warranty and replacement policies. Such accessories will include "ruggedized" handsets and modems, antennas, and satellite phones.

AT&T has access to a tremendous number of ancillary devices to support both wireless voice and wireless data services. The accessories are provided by certified manufactures to allow for the highest standards of reliability.

- 3.1.3 Provide secure online access for each participating entity representative to manage accounts and order services/accessories/equipment. Only the participating entity

representative shall be allowed to manage accounts and service/equipment/accessory ordering. Vendor is responsible to keep the list of participating entity representatives current.

AT&T Response:

AT&T's Premier® customer web-based portal will provide secure online access 24x7 to Participating Entities to manage accounts and order services/accessories/equipment.

The Premier Platform is a highly customizable online site for large and small government agencies to manage their wireless accounts efficiently. Participating Entities can depend on AT&T's Premier Platform for one-stop, customizable online site support to understand, purchase, monitor, and manage their wireless products and services.

AT&T Premier Procurement allows access to an agency-specific catalog, hosted by AT&T. Premier Procurement allows for a seamless browsing experience between the agency's website and the AT&T Premier shopping experience, allowing the Participating Entity to:

- *Configure and calculate the prices of AT&T services, equipment, and accessories*
- *Create a purchase requisition*
- *Submit an electronic purchase order to AT&T*
- *Receive an acknowledgment regarding the specific purchase order*
- *Automate checkout by pre-populating ship to addresses, contact fields, or custom User Defined Labels*

The Premier Platform enables a Participating Entity's representative to manage accounts and order services, accessories, and equipment. Premier can be configured to allow End Users to access online procurement customized to each End User as defined by the Participating Entity. The Participating Entity's representative pre-defines permission levels, while Premier further protects the Participating Entity's site by enforcing security features through End User log-on and password protection.

Premier can fully integrate into a Participating Entities' various existing procurement applications, including Ariba, IBX, Peoplesoft, Perfect Commerce, and Oracle (iProc/OEN/OSN). AT&T's Premier Procurement Integration allows a customer to securely order wireless goods and services within their existing procurement application. The End User uses the AT&T Premier website through his or her system to search and select items for purchase. The electronic shopping cart of items is then sent real time via the Internet to their procurement application. This is then converted into a requisition that is worked, approved, and converted to a Purchase Order within their procurement system. The Purchase Order is sent to AT&T, which pushes the order for fulfillment through our shipping warehouse.

AT&T will maintain a list of authorized users.

Level of User Access Hierarchy

Telecom Managers

Telecom Managers (TCMs) or Authorized Order Placers (AOPs) are individuals within an organization who operate, manage, and control wireless program elements. Typically, a TCM is centrally responsible for accounts with an agency or Participating Entity. TCMs are responsible for ordering on behalf of their employees, as well as payment and management of wireless accounts and services.

TCMs can establish which models, manufacturers, and capabilities are available for purchase. Furthermore, Premier can filter on which voice and data plans the TCM wants to make available for purchase, allowing the agency to manage and control costs.

Billing Account Number Administration (BAN Admin)

The BAN Admin is an account management role that can be established by the TCM. This role allows an individual to administer Premier® Online Care functions for the wireless numbers associated with specific Billing Accounts (BANs). This individual will not access the level or group management for the Participating Entity. This level of access is appropriate for End Users responsible for managing at an agency or department level.

Corporate Liable Account (CL) or Corporate Responsible User (CRU)

A CRU is an employee of a Participating Entity that obtains wireless service and products under the corresponding Participation Addendum and whose corresponding charges are the financial responsibility of that Participating Entity.

CRU with Administrative Rights

CRUs can be established with limited administrative rights. This allows such CRUs to view expanded billing data and pay their bills online. Often this is used by agencies whose employees pay their wireless bill with a government credit card.

Individual Liable Account (IL) or Individual Responsible User (IRU)

An IRU is an employee of a Participating Entity that obtains wireless service and products under the corresponding Participation Addendum and who is individually responsible for the corresponding charges. IRUs are able to shop on a customized Premier site that can be accessed by a link sent by the TCM.

Premier provides access to meet the individual requirements of diverse government organizations across the United States, via flexibility of role assignment. Simultaneously,

Premier allows the controls necessary to be efficient with the effective expenditure of public funds.

Please note that IRUs and CRUs are referred to in this Response together as “End Users”.

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

AT&T Response:

AT&T has been participating in the E-Rate program for schools and libraries since the program's inception in 1998. AT&T provides a complete range of telecommunications services for the E-Rate program, including voice, data, networks, wireless, Internet, and video.

AT&T is proud to bring our telecommunications expertise and knowledge of the E-Rate program to schools and libraries, helping to enable all eligible K–12 schools and public libraries to have affordable access to advanced telecommunications services. AT&T commits to our continued participation in the E-Rate program during the life of this agreement. AT&T participates in the program under SPIN 143025240.

In 2010, AT&T responded to and won more than \$50 million (pre-discount) awards under the E-Rate program, serving approximately 3,200 individual entities. WSCA has been the contract of choice of many schools and libraries. AT&T is committed to pursue E-Rate opportunities through the WSCA program.

AT&T complies with Universal Service Administrative Company (USAC) requirements for the Universal Service Fund programs Schools and Libraries, as administered by USAC.

3.1.5 Use of these contracts is permissive.

AT&T understands the WSCA contract will be available to all 50 states and the District of Columbia. Participation in WSCA is not mandatory, but does require acceptance of the WSCA contract terms and conditions via a Participating Addendum (PA).

3.2 Administration of Contract(s)

From Day One of award, using a proven telecommunications provider who knows the WSCA customers, who understands the WSCA processes, who can effectively work with the States to obtain signed Participating Addendums, and who can deliver on the vast scope of the WSCA contracts will allow for a streamlined migration for the WSCA end users. AT&T is this provider.

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

- 3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis (once every six months) to evaluate and review:
- Pricing/rates relative to prevailing full market pricing/promotions/solicitations;
 - Actual billed charges relative to prevailing available full market pricing;
 - Adjustments to maintain the original discount offered to the then prevailing available full market pricing; and
 - Any other significant issue (service, billing or otherwise) that may need to be addressed.

AT&T Response:

AT&T's Contract Manager, Twila Lively, as described in proposal Section 3.4.1.1, will meet with the Lead State's Purchasing Department representative on a semi-annual basis (once every six months), to assess and review current pricing and rate plans. Criteria used for evaluation will be the prevailing full market pricing, with existing promotions, as they relate to the actual billed charges. If it is determined and is mutually agreed upon by both parties, adjustments to the discount would be amended into the contract. Other issues also will be reviewed and discussed as needed.

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

AT&T Response:

AT&T will complete the evaluation and review within 20 business days; however, an evaluation and review does not include an obligation to revise pricing. Any changes to the then current agreement pricing must be formalized by an amendment.

- 3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The WSCA directors approved the level of the administration fee, and the fee is not negotiable.

The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

AT&T Response:

AT&T will administer the required WSCA administration fee according to directions provided in the requirement above and in Attachment G, where total wireless spend equals total invoiced amount less taxes and surcharges.

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

AT&T Response:

AT&T will submit administrative fee payments, payable to WSCA, at 3643 Solutions Center, Chicago, IL 60677-3006. The administration fee checks will be sent in accordance with the quarterly reports. AT&T will provide a report that indicates the amounts rebated to each Participating Entity.

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

Each IL participating in the employee program must (a) enter into, and be individually responsible for complying with a selected service agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen plan, and to pay all charges incurred under the service agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes

established by Contractor from time to time. Any wireless spend resulting from employee's purchasing under the employee program of this contract will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and report these sales as outlined in this RFP.

AT&T Response:

AT&T's wireless program provides two broad options to WSCA, its Participating Entities, and their corresponding End Users. First, AT&T will provide discounted wireless service and equipment to a Participating Entity's End Users as CRUs, where the corresponding Participating Entity will have financial responsibility for the wireless service and equipment charges incurred by that CRU.

Second, AT&T will provide discounted wireless service and equipment to a Participating Entity's End Users as an IRU, where that individual is solely responsible for his or her wireless service and equipment charges incurred. A Participating Entity has no financial responsibility for the wireless service and equipment charges incurred by an IRU.

AT&T will validate IRUs requesting service whether they are ordering on-line or in one of AT&T's retail stores.

Any wireless spend (total invoiced less taxes and surcharges) will be reported; the WSCA Administrative Fee of one tenth (1/10) of one percent will be paid to WSCA. Note that only equipment billed to the End Users account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be capture and will not be part of the report.

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

AT&T Response:

AT&T will maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order. These records are available through AT&T upon request.

Each government agency that has an AT&T Premier site can access all billing records/invoices through AT&T's Premier Platform, for a period of 16 months, 24x7, without requesting documentation from AT&T.

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

AT&T Response:

AT&T will assist Participating Entities with detail account information required by the Participating Entity or auditor anytime during the contract period.

3.3 Reporting

In today's focus on reducing government expenditures where ever possible, AT&T's Premier Platform will allow Participating Entities to proactively manage their expenses at both an individual and a corporate level. AT&T is investing in global reporting capabilities for WSCA analysis at the contract level.

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

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

AT&T Response:

AT&T will provide reports pursuant to the format described in Attachment G of the RFP, Reporting Format and Schedule. Reports will be uploaded to the WSCA ftp site or submitted via email. Hard copies will be made available upon request.

For the Lines of Service Report and for the Accessories, Equipment, and Devices Report, AT&T will provide the information required to the extent that Participating Entities submit purchase orders or order service through Premier. Participating Entity orders need to contain all the requested data fields. Only equipment and services billed to the End User's account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be capture and will not be part of the report.

At this time, AT&T cannot provide "ship to" information for reporting purposes. AT&T is investing in a program, which should yield this information by contract award.

Detailed reporting information on IRUs is not available due to Customer Proprietary Network Information restrictions. Total wireless spend (total invoiced amount less taxes and surcharges) for IRUs will be computed for the payment of the Administrative Fee.

3.3.2 The following usage reports shall be submitted for the respective quarter:

3.3.2.1 Usage and purchases under the contract.

AT&T Response:

For the Lines of Service Report and for the Accessories, Equipment, and Devices Report, AT&T will provide the information required to the extent that Participating Entities submit purchase orders or order service through Premier. Orders need to contain all the requested data fields. Only equipment and services billed to the End User's account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.

Detailed reporting information on IRUs can not be presented due to Customer Proprietary Network Information (CPNI) restrictions.

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

AT&T Response:

AT&T will provide quarterly optimization reports for each subscriber. Based on the extremely large anticipated volume of use at the WSCA Master Contract level, AT&T will develop a customized reporting function to provide summary data that may be used by WSCA and the Participating Entities in determining the most appropriate plan. AT&T will work with WSCA to determine how the data will be customized to meet the needs of the Participating Entities.

Currently, AT&T complies with the quarterly optimization report requirement through our Premier Platform at the agency level. Premier provides Participating Entities, on a monthly basis, the information they need to evaluate if an End User is utilizing the most appropriate plan.

AT&T Premier Sites are developed for Participating Entities to manage their wireless network orders, reports, and billing. This comprehensive site allows these Participating Entities to view current products service and usage charges. Working with AT&T account teams, each Participating Entity can control their expenses and verify that they are participating on the most appropriate plan for their organization.

In addition, AT&T has a service management organization that works regularly with Participating Entities to review their bill and suggest alternative services so that End Users activate wireless services on the most appropriate and cost-effective plan for them. AT&T's

service management organization today services government clients in all 50 states and the District of Columbia.

The following report examples are available from Premier for account optimization:

Basic Wireless User Inventory Report

The Basic Wireless User Inventory Report provides basic wireless inventory information for each wireless user on the selected account. This report may assist in determining or tracking equipment assigned to the managed wireless users.

This report is run for all wireless users on a single foundation account or billing account. For each wireless user, this report includes the foundation account number, billing account name and number, wireless number, wireless user full name, wireless user status, status effective date, phone or device model, phone or device ID (IMEI), phone or device make, and any fields with user defined labels

Expanded Wireless User Inventory Report

For each wireless user, this Expanded Wireless User Inventory Report includes the foundation account number, billing account name, billing account number, wireless number, wireless user full name, wireless user status, status effective date, phone or device model, phone or device make, phone or device ID (IMEI), and any fields with user defined labels. It also includes wireless user activation date, contract start date, contract end date, phone or device effective date, service type (voice, data, integrated), smart chip (SIM) number, rate plan monthly recurring charge, and rate plan name.

Rate Plan Summary Report

The Rate Plan Summary Report provides a summary of rate plan, data, and messaging usage and charges for each wireless user on the selected account, averaged over the requested time period. This report may assist in analyzing the price plan needs of your managed wireless users, and identify overage issues. This report is at the summary level only. Billing reports may be used for more detailed billing analysis.

For each wireless user, the report includes foundation account number, billing account number, billing account name, wireless user status, wireless user status effective date, wireless user full name, wireless number, rate plan monthly recurring charge, rate plan name, monthly included daytime minutes, requested months of report data, average total voice usage (minutes), average data usage (Kbs), average text messaging (SMS) usage, average multimedia messaging (MMS) usage, zero usage, average voice usage overage, average data usage overage, average text messaging (SMS) usage overage, average multimedia messaging (MMS) usage overage, average voice usage overage charges, average data overage charges,

average text messaging (SMS) usage overage charges, average multimedia messaging (MMS) usage overage charges, average voice roaming usage, average voice roaming charges, average voice international usage, average voice international charges, average data roaming usage, average data roaming charges, average SMS roaming usage, average SMS roaming charges, average MMS roaming usage, and average MMS roaming charges.

Upgrade Eligibility Report

The Upgrade Eligibility Report provides the upgrade eligibility status and eligibility date of each valid wireless number in the report.

For each wireless user, this report includes the foundation account number, billing account number, wireless number, wireless user full name, phone or device make, phone or device model, phone or device ID (IMEI), early upgrade eligibility indicator (yes/no), not eligible for upgrade (yes/no), eligibility indicator (yes/no/yes*), and date becomes upgrade eligible.

Additional detail is made available through standard billing reports. Figure 1 depicts an example of standard reports available to Premier.

Logged in as: Ron Montague
Foundation Account Invoice: [REDACTED] Role: [REDACTED] for [REDACTED]
Search Account: [REDACTED] Foundation Account: [REDACTED] Billing Account: N/A Wireless Number: N/A
Need help? Chat Available

Reporting Options

Menu Options

- Billing
 - View Bill
 - Bill Comparison
 - Current Usage
 - Paperless Billing
 - Download Billed Usage Details
- Disputes
 - Create Dispute
 - Submit Disputes
 - Dispute Tracking
- Payment
 - View Payment History
 - Pay Bill
 - One Time Payment
 - Recurring Payment
 - View/Print Remittance Form
- Reports
 - View Customized Reports
 - Report History
 - Raw Data Output
 - Custom Account Hierarchy
 - Hierarchy Summary Report
 - Custom Hierarchy
- Alerts
 - View Alerts History
 - Configure Alerts

Foundation Account Invoice Summary for [REDACTED]

Foundation Account Number: [REDACTED] Change Foundation Account

Foundation Account Type: Fulfillment

Billing Accounts: ALL

Billing Period: Feb 02, 2011

Account Detail: 5 Items

Billing Account Number	Past Due Balance	Credits, Adjustments & Other Charges	Taxes & Govt. Fees	Total Service Charges	Total Usage Charges	Non-Comm. Charges	Total Amount Due	Bill Cycle Close Date
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Jan 17, 2011

Figure 1: Sample AT&T Rate Plan Optimization Report.

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

AT&T Response:

AT&T will provide voice, data, and combined voice/data related reports at the WSCA contract level through a reporting system currently under development. Based on the extremely large anticipated volume of use, AT&T will work with WSCA to determine how the data could be customized to meet the needs of the Participating Entities.

AT&T's also will provide voice, data, and combined voice/data reports through our Premier Platform. Premier sites are developed for Participating Entities to manage their wireless network orders, reports, and billing. Premier offers Participating Entities the ability to view voice, data and combined voice/data related reports on line, 24 x7. These reports can be continually customized and established to be delivered on a predetermined interval.

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

AT&T Response:

AT&T will submit quarterly equipment sales reports, in the format described in Attachment G, for equipment sold. AT&T's ability to provide the requested information is limited to the amount of information contained on the purchase order or supplied through our on-line ordering systems, Premier. Certain fields may not be available for all purchase channels. Only equipment billed to the users account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.

At this time, AT&T can not provide "ship to" information for reporting purposes. AT&T is investing in a program, which should yield this information by contract award.

Detailed reporting information on IL (IRU) users can not be presented due to CPNI restrictions. The total wireless spend (total invoiced amount less taxes and surcharges) for IL (IRU) will be computed for the payment of the Administrative Fee. When requested, AT&T will provide hard copies.

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

AT&T Response:

AT&T will provide requested equipment sales summary reports to individual Participating Entities at no cost. AT&T will provide the information required to the extent that Participating Entities submit purchase orders or order service through Premier. AT&T's ability to provide the requested information is limited to the amount of information contained on the purchase

order or in Premier. Only equipment billed to the users account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.

For Participating Entities not using Premier, AT&T will provide specific equipment sales summaries upon request. AT&T's ability to provide the requested information is limited to the amount of information contained on the purchase order.

Certain fields may not be available for all purchase channels. Only equipment billed to the users account will be recorded and reported. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.

Participating Entities detailed reporting information on IRUs can not be presented due to CPNI restrictions.

3.3.5 Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

AT&T Response:

AT&T will provide usage reports for services. Based on the anticipated volume of users, AT&T will work with WSCA to determine how the data could be customized to meet the needs of the Participating Entities.

AT&T will have available, via our Premier Platform, reporting elements and management reports related to service usage. Premier sites are developed for organizations to manage their wireless network orders, reports, and billing, thereby enabling a Participating Entity to assess their utilization and costs.

3.3.6 Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

AT&T Response:

AT&T will provide two levels of custom reports. AT&T will provide custom reports as requested by individual Participating Entities directly through Premier. There are 34 standard reports available that can be customized to include the number of users selected and filtered by time period. These reports can be established for one time requests or recurring requests.

For Billing and Reporting Foundation Accounts, Premier eBill will provide online reporting capabilities. Premier eBill will allow the TCM user to analyze mobility charges and usage across the entire Foundation Account, for up to 16 consolidated billing periods. The reporting




solution in Premier eBill contains pre-defined reports with default parameters. This allows the End User to quickly access these reports and receive the results without any customization effort. All pre-defined reports can be customized and saved if variations of the report's default appearance and result sets are required. There are 34 different pre-defined Bill Analysis reports, divided into 6 categories, including Cost Center, Year-To-Date, Usage Detail, Remittance Detail, Other, and Invoice.

For self help or with assistance from the Participating Entity's account team, Premier eBill users can review itemization of usage, messaging, features, and equipment. They can see detailed reports on voice call, messaging, and data usage. Entities can view current charges, long distance charges, roaming charges, and taxes and fees that may be applicable.

For agencies that do not have access to Premier, AT&T is developing a custom reporting capability. This capability will allow custom reports to be produced. AT&T will work with Participating Entities to provide custom reports. A sample report is not available at this time, but should be comparable to the sample reports shown for Premier.

Figures 2, 3, and 4 show sample information snap shots of the standard reports available today to all entities on Premier.

Role:
Company Administrator

 Need help? Chat Available

Bill Analysis Reports:

Foundation Account Number : XXXXXXXXXX

[Change Foundation Account](#)

Foundation Account Name : XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Foundation Account Type : Billing


Report Category	Data Dictionary - ALL REPORTS 
Cost Center Reports	
Charges and Usage Summary	Current Charges (Data & Voice)
Itemized Messaging Charges	Itemized Additional KB Usage Charges
Itemized Feature Charges	Itemized Long Distance Charges
Itemized Other Charges & Credits	Itemized Roaming Charges
Itemized Equipment	Itemized Taxes
Itemized Co-Pay Allowances	Itemized Government Fees & Taxes
CLIN Detail	
Year-To-Date Reports	
Company Summary	Service Summary
Usage Detail Reports	
All Calls (Voice)	Data
Messaging	Roaming Calls - Voice
Video Share Calling	Mobile Purchases & Downloads Charges
Other Reports	
All Data Export - Service Summary	All Data Export - Usage Detail
Voice Pooling	Data Pooling
Equipment Detail	All Service Data - Non-Totaled
Rollover (Voice Only)	Billing Account Directory
Remittance Detail	
FAN Remit Detail Current Charges	Adjustments
Balance Transfer	NBS Corporate Charges & Credits
Payment Transfers (from Local Markets)	
Invoice	
Service Level Current Charges	Statement of Account

Figure 2: Example of Custom Reports List for Bill Analysis.



Basic Wireless User Inventory Report

Report Name: BasicWirelessUserInventoryReport_FA#000
 Report Description: Report Request for Foundation Account Number Basic Wireless User Inventory Report for
 Report Run Date: 03/01/2011
 Requested by: RIMonague51cm

Foundation Account Number	Billing Account Number	Billing Account Name	Wireless Number	Wireless User Status	Status Effective Date	Wireless User Full Name	Phone or Device Make	Phone or Device Model	Phone or Device ID (IMEI)	User Defined Label 1	User Defined Label 2
				Active	2007-03-12		Motorola	V3			
				Active	2011-01-28		RIM	BCLD 9000			
				Active	2006-10-11		Motorola	V3			
				Active	2011-01-28		RIM	BCLD 9000			
				Active	2010-06-11		Panasonic	CF-19			
				Active	2006-10-11		Samsung	X437			
				Active	2011-01-28		unknown	unknown			
				Active	2010-06-11		Panasonic	CF-19			
				Active	2010-06-11		Panasonic	CF-19			

Figure 3: Example of Equipment Inventory Report.

Report Name: Equipment Detail

Invoice Date: 02/2011
 Foundation Account Number:
 Foundation Account Name:
 Billing Account Number: All
 Wireless Number: All
 User Defined Filters: None
 Sorting: Cost Center Name

Cost Center Name	Billing Account Number	Wireless Number	User Name	Transaction Number	Transaction Date	Item Description	Item ID	Qty	Unit Price	Equipment Charge	Equipment Tax	Equipment Shipping and Handling	Other Amount Tendered	Total Charge
San Francisco CA - Chrysler	330	3333		0426		TOTAL TAX	1	0	\$17.81	\$0.00	\$17.81	\$0.00	\$0.00	\$17.81
San Francisco CA - Chrysler	330	3333		0426		BATRM	75991	5	\$37.19	\$187.45	\$0.00	\$0.00	\$0.00	\$187.45
San Francisco CA - Chrysler	330	3333		0426		DATRM TOPIC	68001	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
San Francisco CA - Chrysler	330	3333		0426		TOTAL TAX	1	0	\$17.50	\$0.00	\$17.50	\$0.00	\$0.00	\$17.50
San Francisco CA - Chrysler	330	3333		0426		SMS4KUCOE	73043	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total										\$187.45	\$65.31	\$0.00	\$0.00	\$252.76

Grandtotal # of Wireless Numbers : 2

Figure 4: Example of Equipment Cost Detail.

3.3.7 Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

AT&T Response:

AT&T will provide CRU information and provide corresponding usage reports as required. Regulations protecting CPNI restricts AT&T from providing information regarding IRUs. TCMs can access all Premier billing records for the accounts within their control, allowing for usage verification.

The data in Figure 5 was downloaded via Premier. It is a drill-down report of several numbers selected from a customer Foundation Account Number (FAN), which provides per minute cost, overage, additional features, call date, call length, and time of call.

Voice Billing Usage Details: 090022091001																			
Foundation Account	Foundation Account	Billing Account	Billing Account	Wireless Number	Market Cycle End	Item	Date	Time	Number Called	Called To	Minutes Charged	Rate Pd	Feature	Airtime Charge	LD/Add Charge	Intl Tax	Indicator	Roaming	Total
1	0 ABC	99000000 ABC	(206) 000-000	22611	1	12611	8:06	(206) 000-0001	VVFN,		4	DT		0	0	0	No		0
2	0 ABC	99000000 ABC	(206) 000-001	22611	2	12611	8:11	(206) 000-0002	MANTECA, CA		13	DT		0	0	0	No		0
3	0 ABC	99000000 ABC	(206) 000-002	22611	3	12611	8:24	(206) 000-0003	VVFN,		3	DT		0	0	0	No		0
4	0 ABC	99000000 ABC	(206) 000-003	22611	4	12611	9:02	(206) 000-0004	VACAVILLE, CA		46	DT		0	0	0	No		0

Figure 5: Example of usage reports with full itemization of call details.

3.4 Contract Management

Open communication and active participation with Participating Entities is integral to managing a successful WSCA program. As a current WSCA mobility services provider, AT&T comprehensively understands how to collaboratively work with all of the Participating Entities to provide unsurpassed lifecycle management for a cost-effective, favorable, and flourishing WSCA program.

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

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

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

AT&T Response:

AT&T will continue to provide superlative overall management resources in support of the WSCA program. AT&T's WSCA Contract Manager, Twila Lively, is 100% dedicated to supporting the contract as a single point of contact. Ms. Lively will work with Account Management, Service Management, Product Management, Systems Support Management, and AT&T Senior Management to verify that AT&T is meeting WSCA performance requirements, resolving issues, and addressing customer service concerns.

Ms. Lively's 25 years in Telecommunications and Program Management enhances her abilities to support the WSCA contract. Ms. Lively's main responsibilities will include contract management, including updates and modifications, new Participating Addenda, and offer development. She will continue to manage the AT&T WSCA team during formal meetings with the Lead State of Nevada. Ms. Lively will continue to be responsible for any WSCA contractual issues.

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

AT&T Response:

When requested by the State, Ms. Lively will provide additional documentation for performance audits. These will be conducted periodically to evaluate areas of service required by this RFP (i.e., delivery, fill rate, and variance reports) to the customers' representatives.

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

- Contractor performance;
- Problem resolution;
- Mandatory and custom reports; and
- Improvement opportunities (i.e. cost savings opportunities, use of enhanced service features, etc.

AT&T Response:

The Contract Manager (i.e., Twila Lively), other AT&T WSCA team members, and others AT&T personnel needed will meet with the Lead State semi-annually (i.e., every six months) or more frequently, as requested, to maintain our ongoing relationships among the Participating Entities and AT&T. These partnership meetings will include addressing:

- ***Contractor performance***
- ***Problem resolution***
- ***Mandatory and custom reports***
- ***Improvement opportunities, including cost savings opportunities and use of enhanced service features***

3.5 Voice Services and Support (Band 1)

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

Technical excellence and innovation is achieved by committing resources – financial and personnel – to continually enhance services for customers. AT&T is renowned for our dedication to mobility technical excellence and innovation. Frost & Sullivan identified AT&T's advanced features and functionality, commitment to innovation, consistently high quality offerings and customer value enhancements as key reasons for its leadership in providing mobile enterprise applications.

AT&T Response:

AT&T will continue to offer Participating Entities quality wireless voice services at competitive prices to provide outstanding best value service. AT&T's integrated, domestic wireless network is completely digital and can serve more than 90% of the U.S. population—more than 300 million people. Agreements with other domestic carriers may extend this coverage up to 99.8% of the U.S. population. AT&T offers voice services in more than 220 countries, along with data roaming in more than 200 countries.

AT&T's superior voice service has been recognized throughout the industry. AT&T has been named the 2010 North American Company of the Year in Business Communications. AT&T also received the 2010 Market Share Leadership of the Year Award for Telecom Services from the analyst firm Frost and Sullivan.

AT&T will continue to provide competitive prices at the best value to Participating Entities in a timely and efficient manner, as to be set forth in the mutually agreed to contract.

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

AT&T Response:

The following highlights the AT&T standard plans for voice services. Complete plan descriptions are provided with our pricing proposal.

Unlimited Voice Plan

AT&T Unlimited Voice Plan will include one line on one device. AT&T Unlimited Voice Plan includes the following features for WSCA:

- *Unlimited anytime calls*
- *Unlimited domestic texting 24x7*

- *Unlimited AT&T Mobile to AT&T Mobile (M2M)*
- *Unlimited voicemail retrieval*
- *Voicemail*
- *Call Forwarding*
- *Caller ID*
- *Call Waiting*

Business Pooled Nation Plans

AT&T Business Pooled Nation plans offer Participating Entities the flexibility to use all their wireless minutes in the most cost-effective and efficient manner each month, for each wireless End User by adding Anytime Minutes to a common pool of minutes. Plan members using the same GSM™ network simply share from that pool. Therefore, light voice service End Users and heavy voice service End Users will effectively balance out each other. This thoroughly efficient method helps to control and maintain costs. In addition, AT&T's normal service discount on the WSCA agreement will be applied to the pooled plans, for even further cost savings.

AT&T Business Pooled Plans include the following features for WSCA:

- *Nationwide Long Distance*
- *Caller ID*
- *Voicemail*
- *Detailed Billing*
- *Call Forwarding*
- *AT&T 411 INFO (\$1.99 per call)*
- *Call Waiting*
- *Text/Instant Messages (\$0.20 per message)*
- *3-Way Calling*
- *Picture/Video Messages (\$0.30 per message)*
- *Web browsing \$2/MB Applies to new customers or customers who change voice plans or cancel data plans*

Government Pooled Plan

AT&T Government Pooled Nation plans offer Participating Entities the flexibility to use all their wireless minutes in the most cost-effective and efficient manner each month, for each

wireless End User by adding Anytime Minutes to a common pool of minutes. Plan members using the same GSM network simply share from that pool. Therefore, light voice service End Users and heavy voice service End Users will effectively balance out each other. This thoroughly efficient method helps to control and maintain costs. In addition, AT&T's normal service discount on the WSCA agreement will be applied to the pooled plans, for even further cost savings.

AT&T Government Pooled Plans include the following features for WSCA:

- *Nationwide Long Distance*
- *Caller ID*
- *Voicemail*
- *Detailed Billing*
- *Call Forwarding*
- *AT&T 411 INFO (\$1.99 per call)*
- *Call Waiting*
- *Text/Instant Messages (\$0.20 per message)*
- *3-Way Calling*
- *Picture/Video Messages (\$0.30 per message)*
- *Web browsing \$2/MB (Applies to new customers or customers who change voice plans or cancel data plans)*

Nation Plans – Individual Plans

AT&T offers individual wireless plans with a wide selection of monthly minutes. End Users can select the most cost effective plan for their purpose. .

AT&T Individual Plans include the following features:

- *Unlimited AT&T Mobile to AT&T Mobile while in the U.S.*
- *No roaming or long distance charges in the U.S.*
- *Rollover® minutes (for most plans)*
- *Unlimited nights and weekends (for most plans)*

Business Nation Flat Rate Plan

AT&T Business Nation Flat Rate Plan allows Participating Entities to pay by the minute with a flat per-minute rate on calls made or received anywhere on AT&T's wireless network.



Participating Entities will continue to realize the advantages of AT&T's national network with no roaming or national long distance charges.

AT&T Business Nation Flat Rate Plan features, as part of every plan, include:

- *Voicemail*
- *Call Forwarding*
- *3-Way Calling*
- *Caller ID*
- *Call Waiting*

Please note that usage charges may apply for these features.

AT&T Business Nation Flat Rate Plan features available for purchase are:

- *Push-to-Talk -- \$5/month*
- *Text/Instant Messaging -- \$0.20/message*
- *Multimedia Messaging -- \$0.30/message*

International Voice Plans

AT&T provides the best coverage of any telecommunications carrier provider worldwide, enabling AT&T customers the ability to make calls on 7 continents, in more than 220 countries, and on more than 130 major cruise ships, with wireless data roaming for laptops, smart phones, and other data services in more than 200 countries. AT&T has the more than one billion devices connected to our network.

International Long Distance

AT&T is the leading wireless carrier in international long distance. When Users travel outside the U.S., they will be able to maintain contact and communication from a smartphone. They can sign up for World Connect® and receive discounted wireless voice rates in more than 220 countries.

With AT&T international roaming, Participating Entities can receive:

- *AT&T's high-speed EDGE network, which is available in more than 100 countries. AT&T's ultra-fast GSM/GPRS/EDGE network is available in more than 70 countries (and counting).*
- *The widest array of attractive international calling plans.*

- *More world-compatible phones than any other provider; therefore, Participating Entities will not need a different device when traveling outside the United States. (If traveling, the End User will need a device that operates on GSM/GPRS/EDGE technology at 2100 MHz.) AT&T sells several GSM/GPRS/EDGE 2100 MHz devices and air cards, more than any other U.S. telecommunications provider.*
- *The ability to be reached using the same wireless number used in the U.S.*
- *Simple international roaming billing on the monthly AT&T wireless bill.*

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

AT&T Response:

AT&T's unsurpassed wireless voice service includes the following features with most plans, with no charge, except for the AT&T National Flat Rate Plan, to help control and manage costs.

911 Emergency – *Allows a caller to contact local emergency services for assistance. The emergency telephone number may differ from country to country. It is typically a three-digit number so that it can be easily remembered and dialed quickly.*

In the United States, the Federal Communications Commission (FCC) requires networks to route every 911 wireless-phone and payphone call to an emergency service call center, including phones that have never had service or whose service has lapsed. As a result, there are programs that provide donated wireless phones to victims of domestic violence and others likely to need emergency services.

Wireless phones can be used in countries with different emergency numbers. A traveler visiting a foreign country does not have to know the local emergency numbers. The wireless phone and the SIM card have a preprogrammed list of emergency numbers. When the End User dials a call using an emergency number known by a GSM or 3G phone, a special emergency call will occur.

Basic Voice Mail – *Receives messages when the End User is on the phone, unable to answer an incoming call or the phone is turned off.*

Voice Mail keeps the End User in touch by:

- *Recording a greeting in the End User's own voice*
- *Allowing message retrieval from any phone*
- *Notifying the End User when a new message has arrived*

Airtime applies if voice messages are retrieved from the wireless device. Airtime does not apply if voice messages are retrieved from a wired device (landline).

Call-Forwarding - *Allows an End User to forward calls from one wireless phone to another phone number -- either another wireless phone or a wired/landline phone. When an End User forwards a call, airtime charges are applied in full-minute increments from the time the "forward to" destination answers the call until it ends. Normal plan minutes and available rollover minutes apply to calls that are forwarded to any other mobile number or to any wireline number. When the wireless plan includes unlimited Mobile-to-Mobile (M2M) calling, the End User avoids using their minutes for any call—including a forwarded call—to another AT&T mobile number.*

Once plan minutes and rollover minutes have been exhausted, anytime (daytime) charges are applied to any call that is forwarded, regardless of the time of day. Additional applicable long distance or roaming charges are applied according to the End User's location and the call-forward destination number. Standard plan rates apply for calls that the End User forwards.

Call Waiting – *Notifies the End User when they have an incoming call while engaged in another conversation on their wireless device. The End User may place the conversation on hold and accept the incoming call, or the End User may chose not to accept the incoming call and the call will be routed to voice mail. The End User will incur airtime or other applicable charges (e.g., long distance or roaming) for both simultaneous calls.*

Caller-ID – *Displays the number of the calling party on their wireless device. Caller-ID enables the End User to know who is calling before they answer the call.*

Detailed Billing – *Includes with invoices for each billing period wireless usage details, wireless device details, monthly charges, call details, service outage credits, discount information, adjustments and credits, taxes, equipment orders, unused wireless devices updates to account codes and reporting, and specified wireless devices or groups of wireless devices.*

In-plan Minutes – *Includes minutes available for wireless voice conversations in the selected voice plan.*

Mobile to Mobile – *Includes calls from one wireless device to another wireless device within the vendor's network. M2M calls do not diminish or consume in-plan minutes.*

Nationwide Long Distance – *Allows customers within the U.S., including the District of Columbia, to use Anytime Minutes, M2M, Nights and Weekends, and Rollover Minutes in the same calling area without incurring long distance charges.*

Nighttime Minutes – *Includes hours from the evening designated time period (local time) to the morning designated time period (local time) within the vendor's network. Evening*

designated beginning time may vary between 7:00 PM and 9:00 PM local time. The morning designated end time may vary between 5:00 AM and 7:00 AM local time.

Picture/Video Messages – *Allows one-way video live streaming so the End User can share images with others. Picture/Video Messages is also known as Multimedia Messaging.*

Text/Instant Messages – *Exchanges Brief written messages and photos, among other items, among two or more mobile devices.*

Three-way Calling – *Allows customers to establish three-way calls with up to two other parties, for a total of three people connected. The customer controls the call. When the customer disconnects from the call, the call is terminated. Call participants may disconnect at any time. This feature is only available in GSM areas; not all GSM phones support the three-way calling feature.*

Web Browsing – *Retrieves, presents, and traverses information resources on the World Wide Web (i.e., www); these may include a web page, video, or other piece of content.*

Weekends Minutes – *Includes hours from the Friday evening designated beginning time to the Monday morning designated end time, local time.*

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

AT&T Response:

AT&T will meet the 72-hour requirement. Any new devices to be shipped will be activated, which is AT&T's standard practice.

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

AT&T Response:

Please see AT&T responses in the following subsections.

3.5.5.1 Per line caller ID blocking;

AT&T Response:

Upon request from the authorized point of contact, AT&T will block Caller-ID capabilities for End Users at no cost.

3.5.5.2 Upgrades or downgrades to service plans as needed, with no limits;

AT&T Response:

Upon request from the authorized point of contact, AT&T will make changes to rate plans. AT&T recommends that rate plan changes occur at the beginning of a new billing cycle to avoid prorated charges. Changes will be made at no cost.

3.5.5.3 Cancellation of service without early termination fees; and

AT&T Response:

AT&T will not charge Participating Entities or CRUs early termination fees for voice services.

3.5.5.4 Provide LNP with no penalty.

AT&T Response:

AT&T will port-in numbers for CRU and IRU accounts with no penalty. AT&T will port-out CRU accounts without penalty. IRUs that select to port numbers out of AT&T may be liable for early termination fee depending on their contract term.

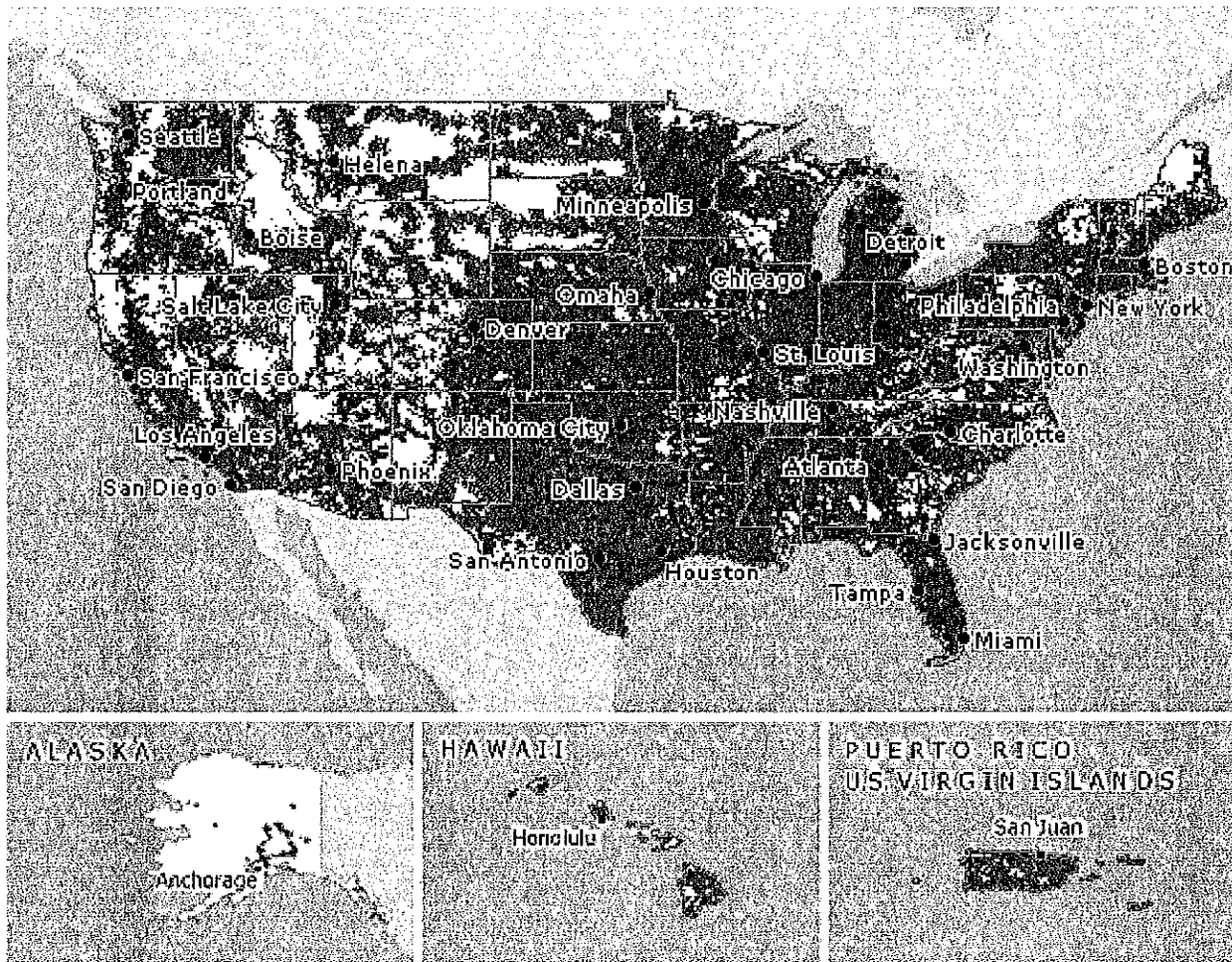
3.5.6 Provide information regarding coverage across the U.S.; include listing and total % of coverage.

AT&T Response:

AT&T's mobile voice network covers nearly 99.8% of the U.S. population. AT&T deployed high-quality 850 MHz spectrum in hundreds of markets to support mobile broadband services. This additional spectrum expands overall network capacity and improves in-building reception. AT&T is deploying the next generation of mobile broadband technology as well as thousands of new backhaul connections. Combined, these AT&T enhancements will deliver a considerable boost in mobile broadband speeds.

AT&T continues to drive investment and innovation to deliver the nation's best mobile broadband experience for customers, including Participating Entities. With the nation's fastest mobile broadband network, the largest Wi-Fi network, the ability to talk and surf the Internet simultaneously, and the most popular smart phone, AT&T is the best choice for wireless voice and data services in the country. AT&T's backbone network carries more than 23.7 petabytes of data traffic on an average business day and has the nation's largest Wi-Fi network. With AT&T branded and operated hotspots, AT&T has 188,000 locations available around the world through roaming agreements.

Figure 6 shows AT&T's nationwide wireless voice coverage map.

**Voice Coverage Legend**




-  AT&T National Voice Coverage
-  Requires 3G Capable Handset
-  No Service Available







Figure 6: AT&T's Wireless service reaches more than 300 million people – 99.8% of the U.S. population.

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

AT&T Response:

AT&T's state-by-state voice coverage is shown in Figures 7-16:

Voice Coverage Legend

-  Best
-  Good
-  Moderate
-  Requires 3G Capable Handset
-  Partner
-  No Service Available

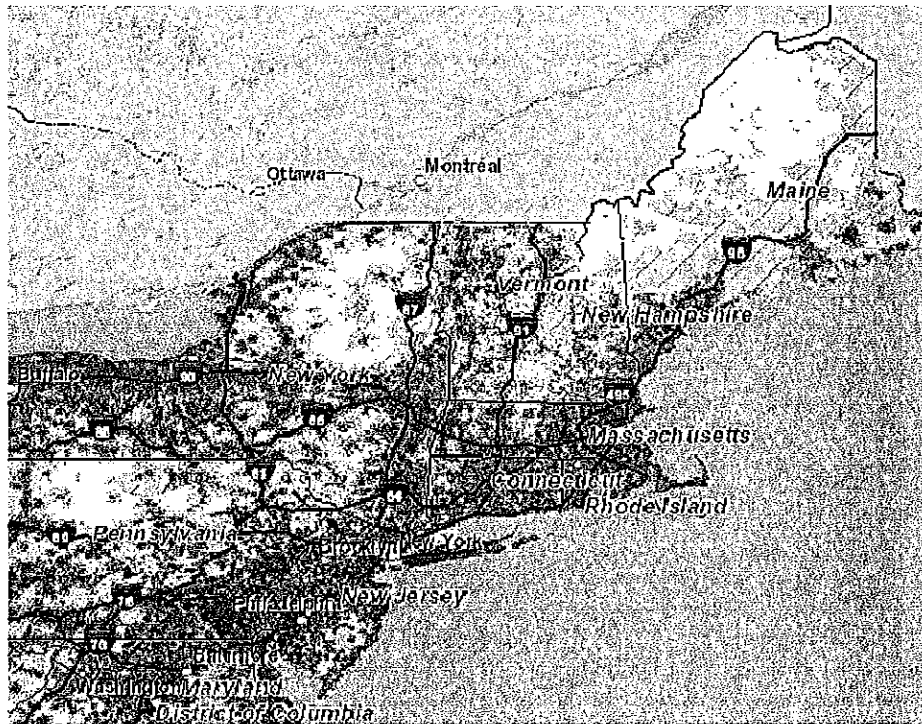


Figure 7: Statewide Voice Coverage—Northeast.

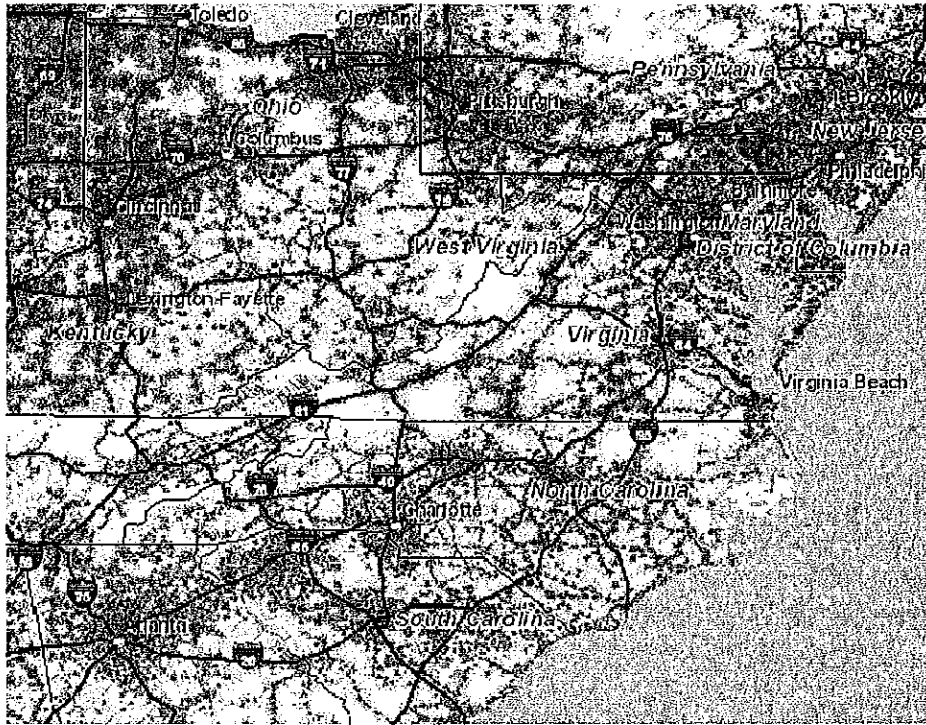


Figure 8: Statewide Voice Coverage—Mid-Atlantic.



Figure 9: Statewide Voice Coverage—Southeast.



Figure 10: Statewide Voice Coverage—Central (north).



Figure 11: Statewide Voice Coverage—Central (south).

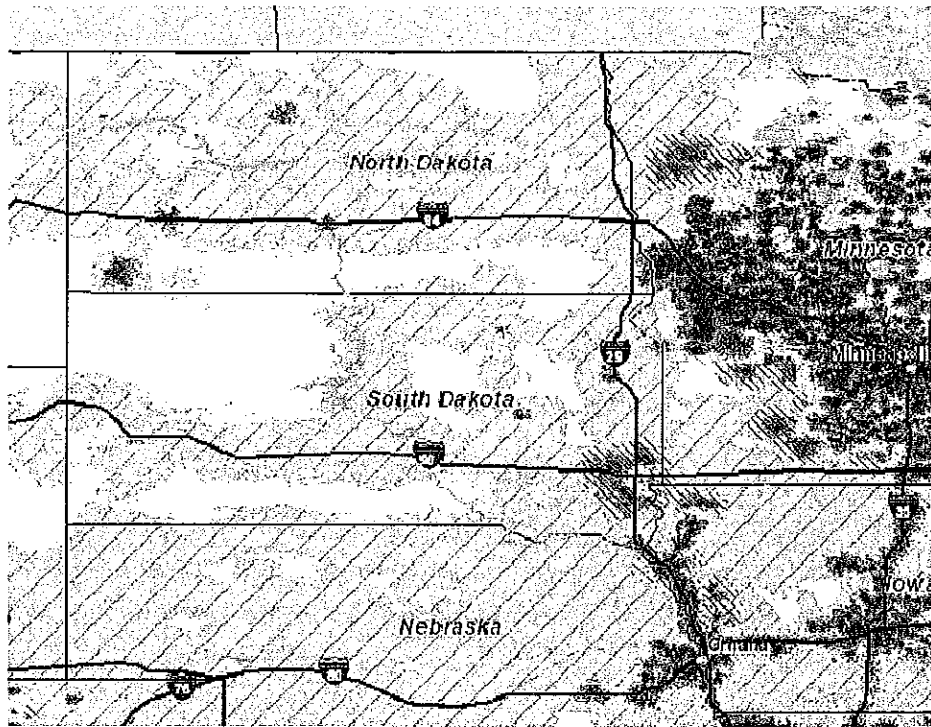


Figure 12: Statewide Voice Coverage—Mountain (north).

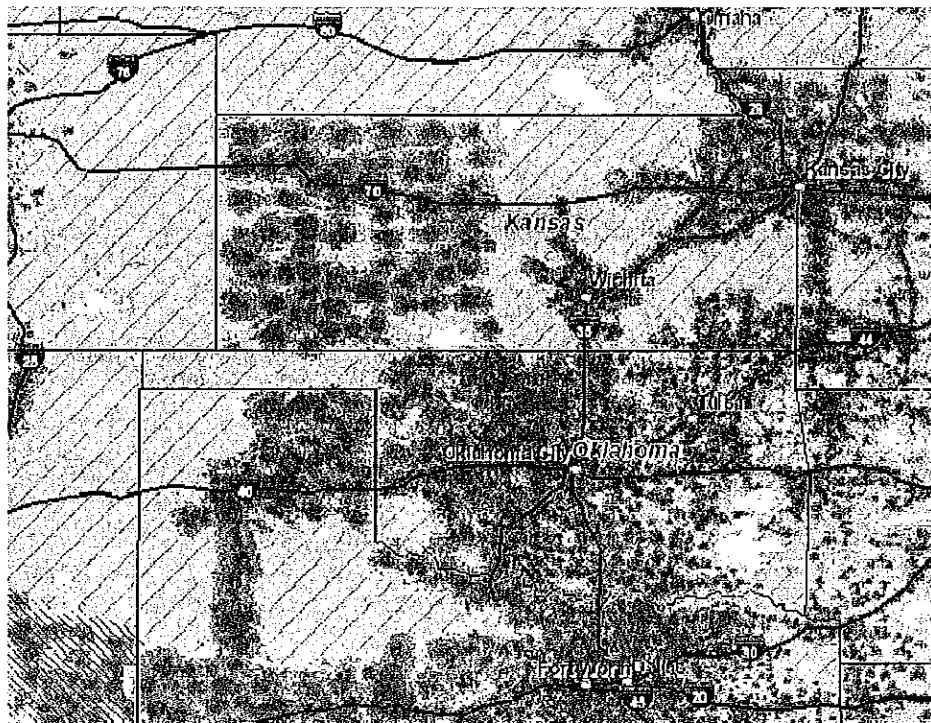


Figure 13: Statewide Voice Coverage—Mountain (central).

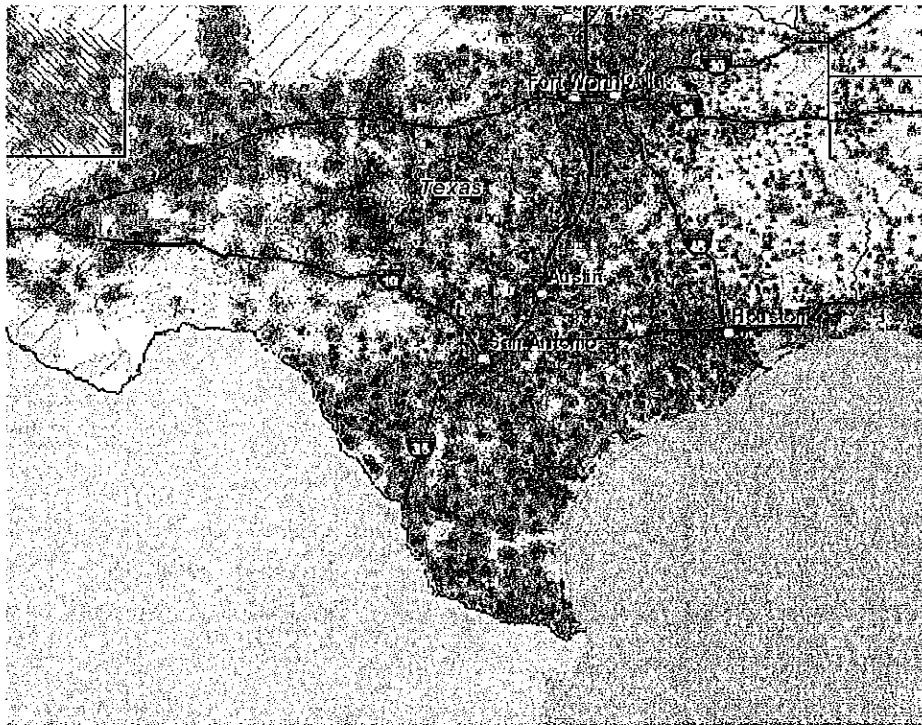


Figure 14: Statewide Voice Coverage—Mountain (south).

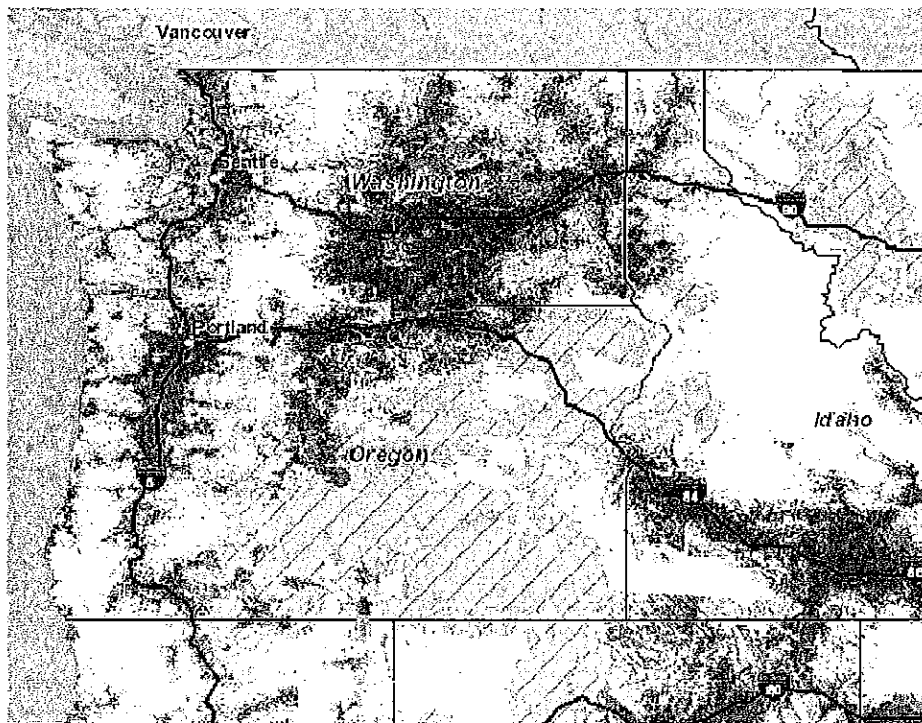


Figure 15: Statewide Voice Coverage—Pacific (north).



Figure 16: Statewide Voice Coverage—Pacific (south).

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

AT&T Response:

Please refer to the confidential section of AT&T's response for an in-depth coverage map by state.

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

AT&T Response:

Please refer to the confidential section of AT&T's response for an in-depth national coverage map.

3.5.10 Provide updated coverage maps as described above upon request.

AT&T Response:

AT&T will provide updated public coverage maps, as described and shown in proposal Section 3.5.6, upon request. AT&T also maintains a website for our public coverage maps. These maps are updated regularly to provide the latest representation of our network coverage. The coverage maps can be found at: <http://www.wireless.att.com/coverageviewer>.

Detailed coverage maps are confidential. AT&T will provide updated in-depth coverage maps under a signed NDA to WSCA.

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

AT&T Response:

At the Participating Entities' key contact requests, the Mobility Service Manager will enroll them in Monthly Maintenance Communications (MMC) to enable email notification alerts of outages and planned maintenance by region and/or technology.

AT&T will notify each Participating Entity's designated key contact that has requested notification at least 48 hours in advance of any planned service outages and/or scheduled maintenance. This notification will include impacted coverage areas and an estimate of the outage timeframe. AT&T's specific notification process is described in the following paragraphs.

Outage and Maintenance Notification

AT&T's MCC will offer outage notification information to select Participating Entities for network issues, which may impact wireless services. These notifications are sent to a single e-mail box specified by the customer. It is recommended that the customer create and maintain an internal distribution e-mail address to verify that all help desk personnel receive the notifications.

Notification Process

AT&T proactively monitors our network elements. If a network node generates an alarm and a failure of that node is likely to have a discernible impact on a set of devices, AT&T Wireless Network Services will issue an internal outage notification. AT&T Outage Notifications will be sent no later than 30 minutes after the network issue is identified and if the service interruption is deemed to be more than 10 minutes in duration. AT&T Mobility Maintenance

Center Outage Notifications will continue to send regular updates until the issue is resolved, at which time a resolution notification will be issued.

Planned Maintenance

Please note AT&T will make every attempt to notify the Participating Entity's designated contacts at least five days in advance of a planned maintenance. To promote the integrity of AT&T's network, AT&T conducts regularly scheduled maintenance and upgrades to our network. This activity is conducted outside of standard business hours and typically has no impact on the availability or quality of service to our customers. Enterprise IT Managers and Help Desk personnel will be notified, when possible, of any planned maintenance that may affect them at least 48 hours prior to that activity. However, it is occasionally necessary to perform planned maintenance without 48 hours of lead-time.

The following is the type of information that will be included in the notifications:

- *Internal Trouble Ticket Number or Maintenance ID*
- *Description of issue*
- *Geographical regions affected*
- *Description of the symptoms*
- *Time Outage Occurred (or First Discovered)*
- *Estimated Time to Resolution (ETR) if available*

AT&T will make the effort to notify designated key contacts five days prior to a planned service outage, but can commit to no later than 48 hours prior to any planned service outages and/or scheduled maintenance pursuant to the process described above.

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

AT&T Response:

To proactively improve areas with inadequate coverage for Participating Entities, AT&T has a specific group of Cell Site Technicians and Network Engineers who continually drive thousands of miles to test our network. Also, AT&T employees utilize a tool that allows their own wireless devices to automatically report degradation or coverage issues associated with the network.

AT&T proactively encourages our customers to report network issues to their Account and Service Managers. All reporting of this information is sent to the AT&T Network Engineering Team and, when necessary, a Site Technician is dispatched. The Site Technician interacts with the Account Manager and/or customer until the issue is isolated. If network

enhancement is needed, the site will be surveyed for a possible fill-in or re-alignment of existing cellular tower spectrum from an existing donor site, or possibly a new site is built. By constantly monitoring coverage, AT&T is fulfilling our vision to connect people with their world everywhere they live and work, and do it better than anyone else.

At AT&T, we take the following approach to continue to monitor and determine where we need to concentrate our upgrade efforts.

- *Review drive test data to evaluate coverage needs*
- *Review key performance indicator data from drop call, call failure, throughput, and UMTS devices on GSM time spent perspective*
- *Review customer complaint data via Mark the Spot and ticketing system*
- *Review upcoming events and frequency to meet capacity demand*

Mark the Spot

In addition to the process described above, AT&T's Mark the Spot iPhone application provides customers a means to provide feedback on their network End User experience to AT&T. AT&T plans to enable Mark the Spot for additional devices in the coming months to hear from more of our customers who take advantage of the wide selection of smartphones that AT&T offers.

When problems or feedback is submitted via Mark the Spot, the app automatically submits the location of the iPhone using the phone's GPS locator.

Participating Entities can select from these categories to describe the issue:

- *Dropped Call— call dropped before callers were ready to terminate.*
- *Failed Call—phone shows network coverage is available (1-5 bars are displayed in the top left corner of the screen), but End User is unable to make or receive calls.*
- *No Coverage—an area with no network coverage (no bars are displayed in the top left corner of the screen).*
- *Data Failure—unable to connect to the Internet, send/receive messages, or use data services.*
- *Poor Voice Quality—call was noisy, had echoes, or sounded garbled.*

AT&T is using Mark the Spot feedback to pinpoint areas for further network enhancements. User's feedback will play an important role in AT&T's short and long-term network planning.

Problems are clustered together to highlight areas for investigation. It is important to note that no immediate follow-up action is performed by AT&T on Mark the Spot reports. Participating Entities requiring assistance and a resolution should contact Customer Care by dialing 1-800-

999-5445. A caller receives direct access to authorized wireless order placers, key contacts, and help desk support.

Anticipated Enhancements Timeline

AT&T's network enhancement strategy includes multiple initiatives. The first of these is to deploy High-Speed Packet Access (HSPA) 7.2 technology across 3G cell sites. The second initiative is to dramatically increase the number of high-speed backhaul connections to cell sites—primarily with fiber-optic connections—by adding capacity from cell sites to the AT&T backbone network. Together, these two initiatives can support peak maximum 3G speeds of 7.2 megabits per second.

To accomplish AT&T's network enhancement strategy, AT&T has been investing in our network and will continue investing to provide WSCA, Participating Entities, and End Users the best coverage possible. AT&T has invested \$74 billion in wireless and wireline enhancements over the past three years, including acquisitions and spectrum purchases, with the majority targeted to enhancing wireless networks and capabilities. The following is a high level breakdown of AT&T's investments:

- ***\$9 billion for LTE spectrum purchase over the past three years***
- ***\$20.3 billion investment in our wireless and wireline networks in 2010, including a more than 50% increase in wireless-related capital investment versus the prior year***
- ***\$2.3 billion purchase of Alltel assets to extend coverage***

Thousands of new cell site enhancements and improved connections between cell sites and core network for better customer experience. New cell sites provide the foundation for HSPA+ today and LTE experience tomorrow.

AT&T's network enhancement strategy includes:

- ***Deployed HSPA 7.2 technology in at least 25 of the 30 top markets***
- ***In 2010, started testing LTE***
- ***Over nine quarters (Q409 – Q411), upgrade 3G site***
- ***In first half of 2011, featuring a best-in-class portfolio of HSPA+ devices***
- ***Beginning mid-2011, AT&T LTE commercial deployment planned to align with industry timing for device availability***
- ***By the end of 2011, cover 90% of 3G network with HSPA 7.2 and fiber backhaul***
- ***Throughout 2011, make HSPA 7.2 available in 19 other major areas to reach 90% of our 3G network footprint***

- *By the end of 2011, planned for 70-75 million Points of Presence (POPs); currently LTE trials running in Baltimore and Dallas*
- *By the end of 2013, completed LTE network build*

As AT&T develops these plans, we anticipate that 3G will continue to be the primary mobile broadband technology for the next several years. For this reason, AT&T is moving forward with High Speed Packet Access (HSPA) 7.2 implementation (with a plan to upgrade to HSPA+) and backhaul rollout. This approach provides Participating Entities the choice to immediately enjoy faster speeds while AT&T builds out our LTE network. AT&T expects LTE technology to enable our 3G network to provide the fastest combination of 3G and 4G speeds.

Coverage Plan

Please see proposal Section 3.5.12 in the Confidential Technical section for examples of detailed coverage maps that AT&T will provide for all regions of the country, when requested under an NDA.

AT&T will work to meet any reasonable request for updated, in-depth coverage maps.

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

AT&T Response:

The required basic equipment to access AT&T services is an activated AT&T GSM handset. The standard package includes a handset, wall charger, battery, SIM card, at least one hands-free option for each phone, and all applicable documentation. Wireless phones are compatible with hands-free accessories.

With Push-to-Talk (walkie-talkie) service, in addition to the End User participating in a Push-to-Talk feature added to a wireless voice plan, Push-to-Talk requires a specific handset enabled with this technology.

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

AT&T Response:

AT&T understands the need for Participating Entities to have a trial period to test products to allow them to purchase the equipment that best fit their needs. AT&T is extending our Demo Equipment Program (DEP) to Participating Entities.

AT&T's DEP allows Participating Entities to test or evaluate equipment prior to purchase. Through this program, AT&T provides Mobile Voice and Data Devices and Line of Business (LOB) Applications on a fixed 30-day trial period. This allows WSCA Participating Entities to experience the AT&T network, unique promotions and offers, and new equipment and applications. Participating Entities can experience AT&T's mobility solutions in their environment, not in a lab setting.

The AT&T trial period is 30 days, with two optional extensions available upon request; however, this extended trial period cannot exceed 90 days. The trial period order size can be up to five devices depending on availability and demand. AT&T cannot guarantee all equipment will be available for a trial period at a specific time.

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

AT&T Response:

AT&T selected GSM technology as our platform because of its evolution path, backward compatibility, and worldwide support of thousands of companies that supply infrastructure, devices, and applications to the wireless industry. With AT&T's investment in forward-thinking technology, AT&T customers have a seamless migration to new and evolving technologies.

AT&T's network offers backward compatibility for LTE as it emerges, allowing our WSCA Participating Entities with qualifying devices to enjoy the fastest available connection in a given area. This will be an ongoing benefit for Participating Entities, and will be especially important in the initial years of LTE deployment. As LTE grows to scale, Participating Entities will benefit from faster 3G speeds due to HSPA 7.2 and HSPA+ technologies and other network enhancements. AT&T has deployed HSPA+ to virtually 100% of our nation's fastest mobile broadband network, which enables 4G speeds when combined with enhanced backhaul. AT&T is rapidly expanding enhanced backhaul to cell sites throughout the country, adding new cell sites weekly.

With AT&T's wireless services, AT&T expects LTE technology to roll out in phases. AT&T's next generation network, based on LTE, began trials of LTE equipment in 2010. AT&T expects to begin limited deployment in 2011.

LTE will be available first for computers via an air card plug-in device. Wireless phones will become available later in the evolution. LTE works with existing and legacy standards (e.g., GSM, EDGE, and UMTS) to preserve backward compatibility with 3G investments. As a developing standard, LTE is likely to evolve and change, so today's equipment and devices may become incompatible with final LTE standards; device options will initially be limited during the technology's evolution.

For more information on the differences between AT&T's technology and other wireless providers, see Appendix B, AT&T's Technology Evolution.

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

AT&T Response:

With AT&T's wireless services, AT&T's return and warranty exchange process for wireless devices depends on the device's age and condition.

All of AT&T's wireless handsets carry a minimum one-year manufacturer's warranty. Accessories that a Participating Entity user purchases directly from AT&T also carry a one-year warranty. For any accessories purchased from an authorized dealer or national retail chain (e.g., Wal-Mart, Radio Shack, or Best Buy), the retailer may offer a separate warranty.

If the Participating Entity user wishes to exchange or return a device, the process to follow depends upon the date of purchase. Any damage to the device may affect the eligibility for free replacement or exchange.

Within 30 days of purchase, the Participating Entity user should:

- *Contact National Business Ordering at 888-444-4410 (if you purchased the phone online).*
- *Take the device to the AT&T retail store or authorized retailer where purchased.*

If the purchase date is more than 30 days past, please contact End User Care at 800-331-0500 or contact AT&T via chat at www.wireless.att.com/bussinesssupport. The End User Care can help determine warranty status and coverage eligibility. For Telecom Managers and Authorized Order Placers, please contact National Business Services at 800-999-5445.

To speed this process, the Participating Entity user should:

- *Call End User Care or National Business Services from a landline*
- *Have the wireless device available*
- *Fully charge the battery and remove it from the device*

If the device meets warranty requirements, AT&T will send the same type of device or a comparable replacement device, usually via next-day shipping. AT&T also will provide instructions and free return shipping materials for the defective device.

If the device is out of warranty or if the preference is to have it repaired, the Participating Entity user can contact the manufacturer for a list of authorized repair centers in their area. Some manufacturers, including Palm and RIM, decline requests to repair devices under warranty.

When AT&T wireless services are selected, the Participating Entity user receives an equipment warranty and replacement services as a standard part of the service.

Warranty exchange for the iPhone includes the following:

Although AT&T is unable to support warranty exchange of iPhone or Apple-branded accessories, they are covered by a one-year manufacturer's warranty.

When the Participating Entity user calls AT&T Select Care with an iPhone issue, Select Care will contact Apple to assist and process any required warranty exchange. In addition, the iPhone has a 14-day return policy (also true for Apple-branded Bluetooth headsets). Although AT&T's 30-day buyer's remorse policy applies to service, AT&T is unable to issue a credit for the cost of an Apple device returned after 14 days. AT&T also will apply a 10% restocking fee for boxes with opened shrink wrap.

For warranty service or support, the Participating Entity user may choose one of the following options:

- *Visit www.apple.com/support/iphone*
- *Go to a local Apple Retail store*
- *Call 4-800-APL-CARE*

When the Participating Entity user selects the iPhone and Apple accessories, Apple will support the warranty issues.

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

AT&T Response:

Warranty replacements are reconditioned devices that are like-new quality. The replacement does not have a faceplate, battery, or SIM card. These phones should have no defects; they are certified as Class A by AT&T's service providers.

AT&T equipment can be returned via the same channel by which it was purchased (e.g., National Business Ordering 800-number, Premier portal, or account team). Equipment purchased from AT&T can be returned one time within 30 days of purchase by return mail or, under special circumstances, to a store location (a restocking fee may apply for damaged devices or missing equipment). New AT&T mobile devices have a limited 1-year warranty; refurbished mobile devices have a limited 90-day warranty. Apple devices require a restocking fee.

The AT&T Mobility Warranty Service Center (WSC) allows Participating Entities to exchange or replace their defective in-warranty devices and data cards. To qualify for a warranty

exchange or replacement, the device must be within its one-year warranty period. Some of AT&T's internal centers also can perform warranty exchanges for Participating Entities.

Please note that for IRU, the individual can exchange accessories at AT&T company-owned retail stores if they have a receipt.

Table 1 lists AT&T's warranty service eligibility.

Table 1: Eligibility for AT&T Mobility Warranty Service.

Type of Device	Received From	Eligibility Period
New	Authorized AT&T Channel	31 to 365 days from purchase date
Refurbished	Authorized AT&T Channel	31 to 90 days from purchase date
Replacement	Previous warranty claim	90 days from replacement date or the remainder of original warranty period (whichever is longer)
Replacement	Previous insurance claim	31 to 365 days from replacement date
New	366 days or longer	<p>Device is out of warranty.</p> <ul style="list-style-type: none"> Consider upgrading the device. Call *NEW# (*639#) from wireless device to determine upgrade eligibility via text message. Purchase a replacement device from the AT&T Wireless website or an AT&T retail store. File an insurance claim with Asurion at 1-888-562-8662 if there is equipment coverage. See our Wireless Phone Insurance website for more information.
Refurbished	91 days or longer	<p>Device is out of warranty.</p> <ul style="list-style-type: none"> Consider upgrading device. Call *NEW# (*639#) from wireless device to determine your upgrade eligibility via text message. Purchase a replacement device from the AT&T Wireless website or an AT&T retail store. File an insurance claim with Asurion at 1-888-562-8662 if there is equipment coverage. See our Wireless Phone Insurance website for more information.
<p>Note: Phones with physical or liquid damage are not eligible for warranty service. The person requesting the warranty service must be an authorized End User on the account.</p>		

AT&T's Device Support Centers (DSCs) provide Participating Entities with an option for same-day, face-to-face warranty and technical support. The mission is simple: to help get you mobile again.

AT&T DSCs are staffed with specialists in servicing warranty needs. They will assist Participating Entities with several services free of charge, including:

- *Will troubleshoot the device and work to replicate and resolve the issue.*
- *Will provide a like-new, same-day replacement, if a warranty replacement is required (in most cases).*
- *Will be able to transfer personal content to the replacement device (in most cases).*
- *Will answer questions about features and functionality. Please note that due to on-site triage and troubleshooting methods performed by technical support technicians, the DSC staff is unable to accept incoming phone calls.*

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

AT&T Response:

With AT&T's wireless services, AT&T replaces defective equipment via our warranty exchange process. The AT&T warranty exchange program allows for replacement of defective equipment rather than repair. Defective equipment replacement generally produces less End User downtime than repair and requires minimal coordination effort for IT or asset managers.

To order repair/replacement parts, a Participating Entity can call the AT&T Warranty Exchange Group at 800-801-1101 to assist in exchanging defective equipment for a warranty phone. Calls to the Warranty Exchange Group can be placed from a landline phone to allow the cellular wireless equipment in question to be available for troubleshooting.

The AT&T Warranty Exchange Center will:

- *Complete a troubleshooting process to confirm device is defective.*
- *Verify that no End User abuse (e.g., water damage and cracked screen) caused the malfunction and voided the warranty.*
- *Ship, by next-day parcel delivery, a refurbished replacement of the identical model.*
- *Provide a postage-paid air bill for returned shipping convenience. Once the replacement equipment is received, the defective equipment is to be returned in the packing material AT&T includes with the replacement phone.*
- *AT&T Warranty claims are reserved for wireless devices owned 31-365 days (if purchased new) or 31-90 days (if purchased refurbished).*

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

AT&T Response:

Situations where AT&T Participating Entities may incur cost of repairs/replacement for equipment include:

- ***Devices that have physical or liquid damage.***
- ***Devices that are beyond the original 1-year warranty period or 90-day replacement period.***
- ***Devices that are not legacy Cingular or AT&T-branded.***
- ***Legacy AT&T Wireless (blue) devices.***
- ***Devices that are not in their original condition.***
- ***No aftermarket faceplates, antennas, and skins/tattoos, for example. The Participating Entity should remove all of these items and replace with the original faceplate, antenna, and so on.***

A Participating Entity may be responsible for charges due to warranty exchange for the following reasons:

- ***Shipping fees (unless overridden due to contract agreements)***
- ***Out of Warranty (OOW) charges***
- ***Defective device not returned within 30 days of exchange processed***
- ***Defective device returned with physical or liquid damage***

Note: The amount of an OOW charge depends upon the type of device chosen for the exchange. This price is revealed as part of the terms and conditions to which a Participating Entity must agree with to complete the exchange. This pricing is not based on Device Pricing Grids or contract agreements. The charges are for failure to return a device or returning a damaged device.

The person requesting the warranty service must be an authorized End User on the account.

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

AT&T Response:

There are two options for repairs out of warranty: 1. AT&T can assist in the purchase of a new device or 2. The Participating Entity can contact the manufacturer for authorized repair centers in the Participating Entity's area.

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

AT&T Response:

Warranty replacements are reconditioned devices that are like-new quality. The replacement does not have a faceplate, battery, or SIM card. These phones should have no defects and are certified as Class A by AT&T's service providers.

AT&T's process regarding equipment purchased from the AT&T website or retail location can be exchanged or replaced one time or returned by mail or to a store location within 30 days of purchase (a restocking fee may apply for damaged devices or missing equipment). AT&T mobile devices have a limited one-year warranty.

AT&T Mobility's Warranty Service program supports customers who are experiencing an issue with their devices from 30 days to 12 months of the first use date.

The AT&T Mobility WSC allows Participating Entities to exchange their defective in-warranty devices and data cards. To qualify for a warranty exchange, the device must be within its one-year warranty period. Some AT&T internal centers can perform warranty exchanges for our WSCA Participating Entities.

Note: IRUs can exchange accessories only at AT&T company-owned retail centers with a receipt.

3.5.16.6 Walk-in repairs at retail stores.

AT&T Response:

AT&T has several walk-in repair centers at our retail stores in the following cities:

- *Mesa, AZ*
- *Tampa, FL*
- *Snellville, GA (next to AT&T retail stores)*
- *Livonia, MI (behind AT&T retail stores)*
- *Houston, TX (second floor AT&T retail stores)*
- *Salt Lake City, UT (adjacent AT&T retail stores)*

Directions and maps to these locations can be found at: <http://www.att.com/dsc/>, as well as instructions for the repair process.

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

AT&T Response:

AT&T warranty documentation information is included with AT&T new and refurbished equipment devices. AT&T honors all standard manufacturer warranties for new voice equipment, which is a minimum of one year. Refurbished equipment comes with a standard 90-day warranty.

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

AT&T Response:

AT&T's walk-in service/repair center locations have qualified personnel to repair equipment on site. They will manage all services and repairs under agreement.

AT&T has many walk-in service/repair center locations throughout the United States. The following lists walk-in service/repair centers by state:

- Alabama, including Birmingham and Mobile
 - Arizona, including Mesa and Phoenix
 - Arkansas, including Little Rock and Rogers
 - California:
 - Northern California, including San Jose, Walnut Creek, Citrus Heights, Sacramento, Stockton, Fresno, Salinas, and Colma
 - Southern California, including San Diego, LA - Torrance, LA - Thousand Oaks, LA - Rancho Cucamonga, Rowland Heights, and Irvine
 - Colorado, including Colorado Springs, Denver, and Westminster
 - Connecticut, including Hartford
 - Florida
 - North Florida, including Jacksonville, Orlando, and Tampa
 - South Florida, including Kendall - Miami, Miami Lakes - Miami, Ft. Lauderdale, West Palm Beach, and Fort Myers
 - Georgia, including Alpharetta, Atlanta, Newnan, and Snellville
 - Illinois, including Chicago, Oakbrook Terrace, Schaumburg, and Skokie
 - Indiana, including Indianapolis (East Washington)
 - Kentucky, including Owensboro
 - Louisiana, including Shreveport, Lafayette, New Orleans, and Baton Rouge
-

- Maryland/Washington, DC, including Pikesville, Gaithersburg, and Glen Burnie, MD
- Massachusetts, including Boston
- Michigan, including Livonia
- Minnesota, including Coon Rapids and Duluth
- Mississippi, including Jackson
- Missouri, including St. Louis
- Nevada, including Las Vegas
- New Jersey, including Lawrenceville, Metuchen, Mt. Laurel, Paramus, and Union
- New York, including Manhattan (32nd & 42nd St.), West 125th St., Bensonhurst, Hicksville, Islandia, Park Place, Queens, and Syracuse
- North Carolina, including Charlotte, Fayetteville, and Raleigh/Durham
- Ohio, including Cleveland
- Oklahoma, including Tulsa and Oklahoma City
- Oregon, including Portland
- Pennsylvania
 - Eastern PA and Philadelphia Metro, including Allentown, King of Prussia, Lancaster, Harrisburg, and Philadelphia
 - Western PA, including Pittsburgh
- Texas
 - North Texas, including Fort Worth, Hurst, and Dallas
 - South Texas, including Houston, Houston - Webster, Austin, and San Antonio
- Utah, including Salt Lake City
- Virginia, including Chantilly, Virginia Beach, and Woodbridge
- Washington, including Seattle and Tukwila

Maps and directions to each of the AT&T Device Service Centers can be found at our website:
<http://www.att.com/dsc/>

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

AT&T Response:

AT&T will continue to provide priority voice service to critical-job designated Participating Entity employees whenever there is a state disaster or an emergency requiring this priority

status. AT&T complies with the Department of Homeland Security's National Communications System's Wireless Priority Service (WPS) program.

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

AT&T Response:

AT&T will activate equipment and wireless voice service for Participating Entities within 24 hours after the corresponding request should it be needed for a disaster or an emergency. New line of service activation will be activated within 24 hours after the request. Activation can take as few as four hours.

To control potential fraud and for security purposes, AT&T retail stores will not work directly with agency representatives without the involvement of the Account Manager or the Government Service Representative.

AT&T will work with agency's representatives to complete a custom request that results from these emergencies. AT&T rapidly deploys large volumes of equipment in emergency situations, such as for the southern California fires and the hurricanes and flooding in the Gulf of Mexico states. In an emergency, AT&T can provide the following emergency activations:

- ***Emergency activations if an agency has equipment and a SIM card:***
 - *Premier site offers near real-time activation of services.*
 - *Agency's representative may contact the AT&T Account Manager or Government Service representative for service activation via phone or email to expedite activations.*
- ***Emergency activations if an agency does not have equipment and a SIM card:***
 - *Agency's representative will contact the AT&T Account Manager or Government Service Representative with order information for the service and equipment needed.*
 - *AT&T will work to obtain equipment on behalf of an agency representative and activate service.*

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

AT&T Response:

Participating Entities can enroll or de-enroll for Wireless Priority Service (WPS) by having their organization's Point of Contact (POC) for Priority Service submit a request to the National Communication Systems (NCS) at <http://gets.ncsgov>.

Many organizations have an established POC for administering WPS. If the Participating Entity is part of a federal, state, or local agency and is not sure if there is an existing POC,

they can submit a request. They will be contacted by the Priority Telecommunications Service Center with the name of their organization's POC for the program.

AT&T does not determine eligibility for this program. NCS forwards approval notifications to the AT&T so that WPS capability can be activated for the individuals' cell phones when needed.

3.5.22 List all airtime or fees associated with priority service.

AT&T Response:

AT&T's airtime or fees associated with priority service are \$.75 (75 cents) per minute usage. WPS minutes do not utilize End Users' basic service minutes.

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

AT&T Response:

AT&T will not use partners or resellers for this WSCA contract.

CRUs will not be able to use retail stores. For new CRUs, AT&T must verify the individual's employment with that business or government entity and verify that the individual has purchasing authority. AT&T representatives can satisfy this verification requirement by meeting with the individual at his or her place of business or by confirming employment through a call to the Participating Entity. This cannot be accomplished in a retail store.

Under special circumstances, if a CRU requests warranty or maintenance service at an AT&T retail store, the account manager can be contacted for verification.

IRUs can enroll and activate service under the WSCA Employee Program at AT&T retail stores when company identification is provided; however, all the benefits of the WSCA Employee Program may not be available.

Through this Employee Program, Participating Entities can authorize individual employees and their family members to participate in the WSCA Agreement through his or her employer's Participation Addendum, and thereby receive all the benefits available under that PA. AT&T provides Participating Entities with a specific IRU FAN, which identifies their End Users and applies corresponding WSCA discounts.

In addition, AT&T's web-based ordering site (Premier Enterprise Portal) provides Participating Entities with menus and options—specific to the WSCA agreement—where state employees can order and update services.

3.5.24 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:

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

AT&T Response:

AT&T offers Participating Entities through this contract a vast array of advanced wireless solutions that can help State and Local Governments operate more effectively and efficiently.

AT&T has been ranked the leading provider of enterprise mobility services in the U.S. by Current Analysis. The Current Analysis Report describes and contrasts the enterprise mobility strategy and services of the four largest carriers in the U.S. and rates how they compare to offering enterprise-focused mobile voice, data, and email plans; third-party and carrier-provided applications; mobile devices such as smart phones, tablets, and Portable Navigation Devices (PNDs); and value-added services such as Telecom Expense Management (TEM) and Mobile Device Management (MDM). The advisory report 'U.S. Carrier Enterprise Mobility: Competitive Landscape and Best Practices' highlighted AT&T's combination of leading elements, including a solid set of core and value-added services, coupled with innovation around M2M solutions, smartphones and embedded devices, and enterprise applications.

AT&T is pleased to offer the following value-added services to Participating Entities.

AT&T Satellite Augmented Mobile Service (SAM)

AT&T's Satellite Augmented Mobile Service (SAM) provides Participating Entities with an integrated cellular and satellite mobile communications solution. Participating Entities with compatible TerreStart GENUS devices are able use their AT&T cellular wireless voice, messaging, and data services for primary communications access to a satellite network for voice, messaging, and data service when the cellular wireless services is unavailable.

SAM is designed to provide End Users with an effective and convenient way to expand their wireless voice and data coverage area, as well as provide a wireless connectivity option when the cellular network is unavailable. With this integrated solution, Participating Entities can access satellite and cellular services using a single device, thereby allowing Participating Entities to consolidate multiple devices and more effectively control their communications costs.

SAM provides access to a satellite voice and data network with coverage in the United States, Puerto Rico, the U.S. Virgin Islands, and territorial waters. Subscription to the monthly

SAM feature provides access to the satellite network, with actual satellite usage billed at additional pay-per-use rates. This service is subject to a separate software license agreement.

WIC Pager from AT&T

WIC Pager is a mobile solution that can provide Participating Entities greater functionality and advanced notification features to help address many of the mobile coverage, security, and documentation needs of a large healthcare or public safety organization.

WIC Pager sends alerts via cellular networks. It also can leverage existing Wi-Fi networks when recipients carry a Wi-Fi-enabled BlackBerry. This allows hospitals, for example, to leverage AT&T's extensive portfolio of Wi-Fi-enabled BlackBerry devices and can allow extended coverage throughout the building via a Wi-Fi infrastructure. This service is subject to a separate software license agreement.

AT&T's Push-to-Talk (PTT)

AT&T's Push-to-Talk (PTT) service meets the critical needs of our government customers, including Participating Entities. AT&T's PTT service is a software overlay onto AT&T's GSM footprint. The software AT&T uses is developed by Kodiak Networks and was designed with AT&T's specific functionality requirements. AT&T's network carries PTT calls as a Circuit Switched Voice call, which allows for stability and scalability. A specific handset enabled with this PTT technology is required for this service.

With Push-to-Talk (walkie-talkie) service, in addition to the End User participating in a Push-to-Talk feature added to a wireless voice plan, Push-to-Talk requires a specific handset enabled with this technology.

Emergency Services

Disaster Recovery

As any system cannot be built to be completely impervious to potential ravages of nature, AT&T's disaster recovery plans are carefully considered and developed to provide the maximum recovery possible for our customers, including Participating Entities. AT&T's detailed Disaster Preparedness Training and Plans are maintained at a national level through our Network Operations team. AT&T's disaster recovery plans are reviewed, updated, and tested quarterly to verify that the highest level of redundancy, accuracy, site capacity, and effectiveness is achieved.

The AT&T entire network is provisioned with alarms indicating faults at any point. The network is monitored 24x7x365 by AT&T's Regional Network Operations Centers (RNOCs) as well as thousands of local operations professionals. These professional teams, equipped and

trained to respond to any situation, monitor the alarms both locally and remotely. Resources of the entire nationwide AT&T are available to any single market. This allows for a rapid and efficient response so that outages can be quickly repaired or worked-around and rapidly enacted if disastrous event(s) occurs.

AT&T selects the location of each cell site to provide access under extreme conditions and constructs them to facilitate the same. AT&T houses the equipment in purpose-designed concrete shelters that are extremely robust and highly resistant to weather, explosion, flood, fire, unauthorized entry, and other conditions. AT&T designs the towers and foundations in excess of the required engineering specifications for wind and weight loading.

If a disaster occurs, AT&T implements our comprehensive disaster preparedness training and begins plan execution. AT&T responds immediately with offers of temporary loaner phones to federal, state, and local emergency relief agencies, as well as supporting accessories such as batteries and chargers. A WSCA Participating Entity's AT&T account team can assist with specific temporary arrangements of phones in specific cases as the conditions warrant.

AT&T's back-up battery power plants are located at National Data Centers (NDCs) and Regional Data Centers (RDCs), Mobile Switching Centers (MSCs), and cell sites that are capable of providing at least six hours of service at peak operation. Back-up generators are located at all data centers, MSCs, and critical cell sites to provide back-up power and/or recharge existing batteries. Some cell sites have generators with fuel for one week of service. AT&T has contracts in place to maintain these units and keep them fueled. In addition, radio transmitter power and parameter settings have significant overlap between cell sites. If one is lost, the area still has coverage; only total call capacity would be limited by the failure.

AT&T can deploy a mobile fleet of more than 600 trailer-mounted generators to provide coverage as needed. If additional network capacity or coverage is required during a crisis event, AT&T has extensive Cell-On-Wheels (COWs) equipment to provide temporary or long-term coverage as needed. These units are self contained in either a light truck or trailer configuration; they can be deployed and integrated into the network within hours when needed.

All AT&T data centers, MSCs, and cell sites are alarmed with power-fail alarms. They are monitored 24 hours per day by our Data Center Operations (RDC) group and Wireless Network Control Center (WNCC). Figure 17 illustrates AT&T's geographic diversity of our RDCs and NDCs throughout the continental U.S. WSCA Participating Entities will be protected by AT&T's comprehensive disaster recovery training and plans if an emergency should occur.

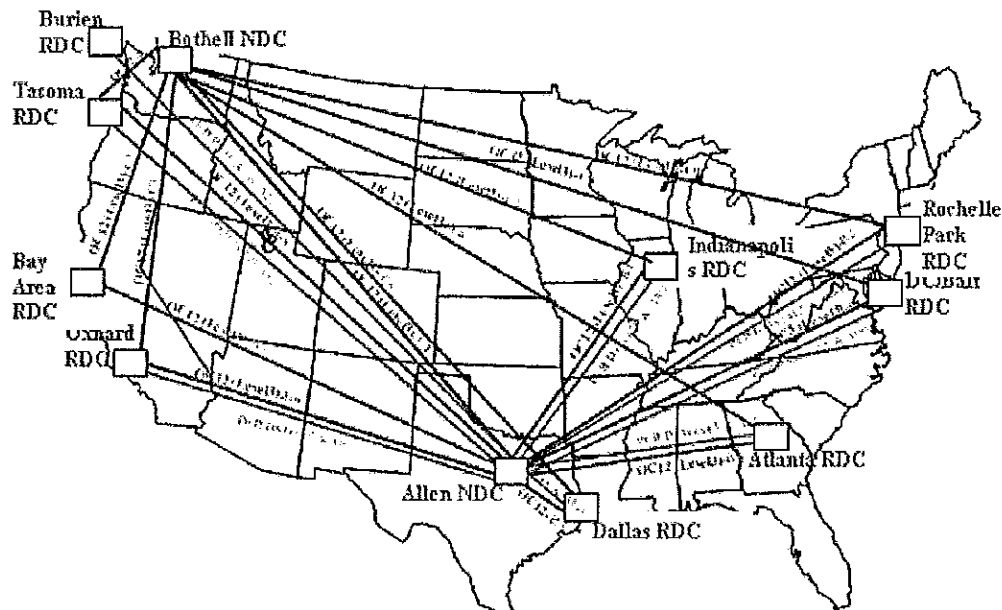


Figure 17: Geographic Diversity of AT&T's RDCs/NDC

Continuity of Operations

With recent emergency and disaster events, such as floods and hurricanes in the Gulf of Mexico states, forest fires in Southern California, and the tsunami that devastated Japan and impacted parts of Hawaii and California, Participating Entities will realize an even greater need for having continuity plans in place for multiple incidences, ranging from bio-terrorism threats to IT recovery. By having appropriate plans in place to message protocol during an incident, Participating Entities will have better response control. The AT&T Wireless Business Continuity Solution enables federal, state, and local governments to implement business continuity plans across the organization, making emergency and IT recovery plans, contacts, locations, and phone numbers available to End Users on their wireless handhelds. This AT&T Business Continuity of Operations plan empowers personnel to respond quickly and with purpose to any type of incident.

Message Blast to Any Communications Device

In an emergency, messages often have to go out to special categories of workers. For example, one notification may go to all office managers, another message may go to all field personnel. These workers may use a variety of devices: BlackBerry® Handhelds™ using email or PIN-to-PIN messaging, pocket PCs, cell phones, desktop PCs, and even fax machines. The AT&T Wireless Business Continuity Solution allows a BlackBerry End User to send one message to many addressees regardless of their devices. The End User has access to three types of groups:

- 1. a group of addresses created by an administrator;*
- 2. an existing BlackBerry Address Book*

group; and 3. a manually entered group. After selecting a group, the End User simply composes a message and sends.

Instant Conference Calling

The Instant Conference Calling feature allows End Users to quickly arrange a conference call by selecting on their BlackBerry Handhelds a list of pre-defined groups, a list of names from the address book, or by entering new numbers. Response teams and other emergency groups can rapidly be talking to one another with just a few clicks of the handheld.

Handheld Document Storage

The Handheld Document Storage capability allows End Users to read emergency information immediately on their handheld devices, (i.e., pocket PC and desktop PC) even if they are out of wireless coverage. Now maps, floor plans, emergency protocols, and policies and procedures are at End Users' fingertips.

PIN-to-PIN Messaging

In the event of a catastrophic loss of network, email server, or BlackBerry Enterprise Server™ (BES) functionality, BlackBerry WSCA Participating Entities' End Users can take advantage of PIN-to-PIN messaging to communicate directly with other BlackBerry End Users over the wireless network.

Users can access PIN addresses of End Users who share the same BES server as easily as accessing any other contact information. An End User can then store the PIN address in their BlackBerry address book with one-click ease. The Request All PINs command can update End Users' entire address books with any PIN addresses registered on the local BES.

PIN-to-PIN Archiving

WSCA Administrators in sensitive sectors often disable PIN-to-PIN messaging due to regulations requiring that all messages, such as email, be recorded or archived. In these cases, handhelds could not be used in an emergency if the email server or other network infrastructure was not operational. The AT&T Wireless Business Continuity Solution allows WSCA administrators to archive PIN-to-PIN messages as a default protocol under normal conditions, so that in an emergency, the feature is enabled and handhelds are available for emergency communications. Upon sending a PIN message, a copy of the content, including To:, CC:, and BCC: information, is made and sent via email transport to an address chosen by the WSCA administrator. The message then can be processed with whatever method or tool configured by the administrator.

Emergency Data Access Gateway

The patent-pending Emergency Data Access Gateway provides BlackBerry WSCA Participating Entities with BlackBerry End Users with PIN-to-PIN access to vital information despite the loss of a BES or email services in the event of a natural disaster or terrorist attack.

AT&T has established Disaster Field Offices (DFOs) in major locations that serve as local points for front line restoration activities in a particular area. Furthermore, Emergency Operations Centers (EOCs) support the DFOs from regional locations throughout the country. AT&T's National Operations Center coordinates response and recovery efforts for EOCs. All of these organizations participate in regular business resumption training, which is frequently practiced and drilled so that critical employees are enabled to work effectively during a crisis.

Green Initiatives

AT&T is committed to reducing green house emissions, reducing electronic waste, and supporting communities that implement green initiatives wherever AT&T does business. Starting at the national level, AT&T partnered with the U.S EPA for the Plug-In to eCycling campaign. The goals of this campaign are to increase the national recycling rate to 35% and decrease the generation of 30 identified harmful chemicals. The following paragraphs highlight some of the green initiatives in which AT&T participates to support these goals.

The New Recyclable - Wireless

AT&T works with entities across the country to recycle no longer used devices to keep these unwanted devices from polluting U.S. landfill sites.

- *AT&T collects handsets, accessories, and batteries through company-owned retail stores and other national retailers, our handset warranty program, and AT&T employee volunteers. AT&T aims to collect 14 million wireless devices by the end of 2011.*
- *In 2009, AT&T collected more than 4.2 million cell phones for reuse and recycling. We also brought in almost 1.8 million pounds of batteries and accessories.*
- *AT&T provides consumers three ways to donate old cell phones and accessories: 1. drop-off bins in our 2,000-plus retail locations; 2. free, prepaid mailing envelopes available in the stores; and 3. postage-paid mailing labels available at our website <http://www.wireless.att.com/learn/articles-resources/community-support/recycling.jsp>.*
- *AT&T also partners with Cell Phones for Soldiers (CPFS), a nonprofit that uses funds from recycled cell phones to buy prepaid phone cards for active duty military members. Since CPFS and AT&T partnered in July 2007, the nonprofit has raised more than \$2 million from recycled phones and distributed more than 500,000 prepaid calling cards to troops overseas, of which AT&T has donated 60,000 cards.*

Reduce Harmful Chemicals

AT&T is investing up to \$565 million as part of our planned initiative to deploy approximately 15,000 alternative-fuel vehicles through 2018. The Center for Automotive Research (CAR) estimated that the AT&T' planned alternative fuel vehicle commitment will:

- *Create or save, on average, approximately 1,000 jobs per year over the first five years of the initiative. Jobs that keep people working increase a state's tax base.*
- *Save 49 million gallons of gasoline.*
- *Reduce carbon emissions by 211,000 metric tons over the 10-year deployment period – the equivalent to removing the emissions from more than 38,600 traditional passenger vehicles for a year.*

In addition, AT&T expects to accomplish the following with our alternative fuel vehicles initiative:

- *AT&T expects to spend an estimated \$350 million to purchase approximately 8,000 Compressed Natural Gas (CNG) vehicles through 2013.*
- *AT&T currently operates more than 1,000 hybrid-electric passenger vehicles across the country. AT&T expects to spend approximately \$215 million to begin replacing passenger cars with alternative fuel models.*
- *AT&T's CNG vehicles are manufactured by U.S. automakers and are converted to run on Alternative-Fuel Model Passenger Cars.*
- *AT&T has deployed two All Electric Vehicles (AEVs), a Smith Newton cargo truck in St. Louis, Missouri and a Ford Transit Connect Electric van in Dallas, Texas. AT&T expects to make additional AEV deployments in 2011.*

Community Support

Corporate social responsibility is integral to AT&T's culture; we continually engage in initiatives that enrich and strengthen our communities. Thanks to these efforts, AT&T contributed \$155 million through corporate, employee, and AT&T Foundation-giving programs in 2009. The AT&T Foundation is ranked as one of the most generous corporate foundations in the United States.

Buy Back Program (trade-in)

AT&T company-owned retail store employees can assist WSCA End Users with trade-in of their used device through Flipswap. As of February 13, 2011, Flipswap's trade-in service, launched in all AT&T stores, allows Participating Entities to turn in old wireless phones and receive an AT&T Promotion Card reflective of the device's trade-in value and condition. Participating Entities can use the card to offset the cost of some of the latest wireless devices

or the purchase of other AT&T products and services. All phones will be considered for trade-in, regardless of manufacturer or date purchased.

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

AT&T Response:

The AT&T Account Teams, including our In-building Service Enhancement (ISE) specialists, are ready to work with Participating Entities to determine the best possible solution for providing or supplementing in-building coverage. AT&T will accomplish this through the following process:

- 1. Provide comprehensive, detailed site assessments of Participating Entities' facilities to determine coverage needs. This baseline analysis will be the foundation for decision making and prioritization.***
- 2. Design and deploy an appropriate solution for the coverage and capacity needs of the site utilizing Participating Entities provided drawings in electronic format (AutoCAD or PDF). Solutions would range from repeater-fed, passive Distributed Antenna Systems (DAS) to Radio Base Station (BTS/Node B)-fed active DAS to outdoor cell site deployments.***
- 3. Work with infrastructure and systems integration vendors to find innovative and cost-effective ways to enhance the reach of AT&T's networks for in-building applications.***

AT&T ISE was developed to serve the needs of enterprise and/or government customers such as WSCA. The AT&T ISE program will rely on Participating Entities to invest in these solutions to deliver an indoor solution that is beneficial to Participating Entities. AT&T can evaluate coverage at Participating Entity's sites; however, AT&T cannot be responsible for upgrading any Participating Entity's property at AT&T's expense.

AT&T ISE adheres to 3GPP standards, which call for inter-working, including Wireless LANs and other access technologies. By inter-working with enterprise networks for Radio Frequency (RF) coverage and voice and data applications, Participating Entities will be able to use Service Improvement Plan (SIP) and Voice Profile for Internet Mail (VPIM) on the network, adding significant value to their enhanced in-building coverage. Participating Entities also will benefit from AT&T's solution of built-in capacity for timely absorption of newer radio access technologies and new and enhanced devices that support these multiple bearer services.

The AT&T Account Teams and the ISE Specialists will work with each individual Participating Entity to determine the best possible solution for providing or supplementing their in-building coverage.

3.6 Broadband Services and Support (Band 2)

AT&T Response:

See AT&T's response to 3.6, Broadband Services and Support (Band 2), in the Wireless Broadband Service proposal.

3.7 Accessories/Equipment/Devices (Band 3)

AT&T Response:

See AT&T's response to 3.7, Accessories/Equipment/Devices (Band 3), in the Accessories and Equipment proposal.

Tab VII. Section 4 – Company Background and References

4.1 Vendor Information

4.1.1 Vendors must provide a company profile in the table format below.

AT&T Response:

Table 2: AT&T's Vendor Information

Question	Response
Company name:	AT&T Mobility National Accounts LLC
Ownership (sole proprietor, partnership, etc.):	Limited Liability Company
State of incorporation:	Delaware
Date of incorporation:	1999
# of years in business:	12+
List of top officers:	AT&T Mobility Managers
Location of company headquarters:	Atlanta, GA
Location(s) of the company offices:	Atlanta, GA
Location(s) of the office that will provide the services described in this RFP:	Hanover, MD
Number of employees locally with the expertise to support the requirements identified in this RFP:	With 62,000 wireless employees throughout the U.S., AT&T can provide service locally where ever locally may be.
Number of employees nationally with the expertise to support the requirements in this RFP:	650
Location(s) from which employees will be assigned for this project:	Hanover, MD Paramus, NJ Harrisburg, PA Janesville, WI Little Rock, AR Bloomington, MN Bothell, WA San Ramon, CA Sacramento, CA Cerritos, CA San Diego, CA

AT&T is a company of people innovating for people. For more than a century, AT&T has consistently provided innovative, reliable, high-quality products and services and excellent customer care. Today, AT&T's mission is to connect people with their world, everywhere they live and work, and do it better than anyone else. AT&T is fulfilling this vision by creating new solutions for government, consumers, and businesses and by driving innovation in the communications and entertainment industry.

AT&T's revenues place us as the largest communications holding company in the world. AT&T ranks 7th on the Fortune 500 list of largest corporations in the United States and 21st on the Fortune Global 500 list of the largest corporations in the world. This permanence demonstrates AT&T's breadth and depth of resources needed to weather economic cyclical changes.

AT&T is recognized as one of the leading worldwide providers of IP-based communications services to businesses. We also have the nation's fastest mobile broadband network and the largest international coverage of any U.S. wireless carrier, offering the most phones that work in the most countries, the largest Wi-Fi network in the United States based on branded and operated hotspots, and the largest number of total broadband connections in the United States.

As AT&T continues to break new ground and deliver new solutions, we are focused on delivering the high-quality customer service, which is our heritage.

Key Facts

AT&T is the largest communications holding company in the world by revenue. Operating globally under the AT&T brand, we are:

- *The nation's fastest mobile broadband network - and getting faster with 4G - serving millions of customers and enabling them to travel and communicate seamlessly with the best worldwide wireless coverage—offering the most phones that work in the most countries. AT&T offers voice coverage in more than 220 countries, data roaming in 200 countries, and 3G in more than 130 countries.*
- *The nation's largest provider of broadband—more than 17.8 million total broadband connections.*
- *Managing the nation's largest Wi-Fi network with more than 27,000 AT&T Wi-Fi Hot Spots in the United States, and access to more than 188,000 hot spots around the world.*
- *The parent of YP.com, a leading Internet Yellow Pages network that, when combined with AT&T Real Yellow Pages, receives more than 5 billion consumer searches a year.*
- *The leading U.S. provider of local and long distance voice services.*

Diversity

AT&T's century-long history of innovation is a story about people from all walks of life and backgrounds coming together to improve the human condition. It is our diversity, coupled with an inclusive culture, which welcomes all points of view and makes us who we are: a desired business partner, a great place to work, and a committed member of the communities we serve.

Consumer Services

AT&T's portfolio of services — perhaps the most robust in the marketplace — delivers choice, value, and convenience across a range of options. Millions of consumers have chosen AT&T's comprehensive service bundles because of our competitive pricing and the convenience of a single bill for wired and wireless voice and data, broadband Internet, TV, and messaging services.

Networks

The AT&T network includes extensive wireless and wired access capabilities, as well as one of the world's most advanced and powerful IP backbones.

AT&T's industry-leading wireless network includes the following:

- *AT&T has the nation's fastest mobile broadband network, and getting faster with 4G. HSPA is the high speed evolution of GSM/EDGE, which shares a common core network.*
- *AT&T's mobile broadband service footprint covers more than 90% of the U.S. population, including the top 100 U.S. markets.*
- *With AT&T's HSPA+ deployment and backhaul enhancements, followed by AT&T's planned deployment of LTE starting mid-year 2011, AT&T customers will have access to best-in-class network speed and technology.*
- *AT&T's expanded backhaul connectivity, planned to be deployed in 2011 and 2012, enables faster mobile broadband speeds when combined with our HSPA+ and planned LTE technology upgrades.*
- *AT&T has deployed HSPA+ technology. AT&T began trials of LTE equipment in 2010, with commercial deployment expected to begin in mid-2011 — a timeline that coincides with the expected evolution of LTE equipment and device availability.*

AT&T is constantly working to deliver new capabilities and applications via our access network.

Industry Awards and Recognition

AT&T has received a wide range of industry and national awards and other recognitions. Several of these are highlighted below.

AT&T Connected Vitality GlowCaps Wins 2011 Global Mobile Award – Feb 2011

The Global Mobile Awards recognize excellence and innovation in mobile products, services, and initiatives across the worldwide mobile eco-system.

AT&T Receives Frost & Sullivan Product Leadership of the Year Award for Mobile Enterprise Applications – Feb 2011

Frost & Sullivan identified AT&T's advanced features and functionality, commitment to innovation, consistently high quality offerings and customer value enhancements as key reasons for its leadership in providing mobile enterprise applications.

AT&T Developer Program Ranked Best Among All U.S. Carriers For Fifth Consecutive Year – Feb 2011

AT&T Developer Program led all others in all categories surveyed and provides unmatched support for the developer community.

AT&T Named "Best Mobile Coverage in the World" by Business Traveler Magazine – Jan 2011

AT&T, for the fourth year in a row, has claimed the top spot among U.S. wireless providers.

4.1.2 Please be advised, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

AT&T Response:

AT&T is registered with the State of Nevada as a foreign corporation. AT&T has copies of state and country business licenses on file for WSCA's review if needed.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://sos.state.nv.us>.

**AT&T Response:**

Question	Response
Nevada Business License Number:	NV200103909
Legal Entity Name:	AT&T Mobility National Accounts LLC

Is "Legal Entity Name" the same name as vendor is doing business as?

AT&T Response:

Yes		No	X
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If "No", provide explanation.

AT&T Response:

AT&T Mobility National Accounts LLC does business as AT&T Mobility.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor's responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

AT&T Response:

AT&T understands that it is AT&T's responsibility to verify licensing requirements prior to proposal submittal. AT&T is licensed to do business in every state in the U.S. and every country in which we do business. AT&T has copies of state and country business licenses on file for WSCA's review if needed.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

AT&T Response:

Yes	X	No	
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If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

AT&T Response:

Question	Response
Name of State agency:	Nevada State Procurement Office
State agency contact name:	Teri Smith
Dates when services were performed:	2006 – present
Type of duties performed:	Provide wireless equipment and services
Total dollar value of the contract:	\$5+ billion

4.1.6 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?

AT&T Response:

Yes		No	X
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If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

AT&T Response:

Not applicable based on AT&T's response to Section 4.1.6.

4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.

AT&T Response:

AT&T is unaware of any legal action that would impair our ability to meet our obligations under a contract with WSCA.

AT&T is a large company with an international presence and significant contractual relations. Given the size and scope of our business, we may have been involved in legal actions. However, AT&T is a well-capitalized company with assets in excess of any outstanding claims or lawsuits. As such, AT&T is unaware of any legal action that would preclude or impair our ability to meet our obligations or perform our duties under any contract.

AT&T serves millions of customers around the world. AT&T endeavors to honor our promises.

Yes	n/a	No	n/a
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

AT&T Response:

Question	Response	
Date of alleged contract failure or breach:	n/a	
Parties involved:	n/a	
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:	n/a	
Amount in controversy:	n/a	
Resolution or current status of the dispute:	n/a	
If the matter has resulted in a court case:	Court	Case Number
	n/a	n/a
Status of the litigation:	n/a	

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

AT&T Response:

Why AT&T?

AT&T's enterprise-grade portfolio of services and relevant business expertise combine to meet the state and local government needs. Along with AT&T's powerful worldwide network and state-of-the-art mobile devices, AT&T offers service integration and consulting services to help Participating Entities optimize their mobile experiences.

The following chart represents AT&T's strengths in key areas.

Enterprise-Grade Portfolio	Relevant Business Expertise
Network <ul style="list-style-type: none"> • Bringing Participating Entities the world's most secure, reliable, and intelligent network. • AT&T's 3G network is available in more than 335 metropolitan areas. • The largest 3G network on the GSM standard. • The largest push-to-talk network in the U.S. 	Integration <ul style="list-style-type: none"> • Thousands of specialists to support Participating Entities' business system integration needs. • Broad portfolio of integrated communication solutions and expertise. • End-to-end architectural designs, including HW/SW, security, application performance,



Enterprise-Grade Portfolio	Relevant Business Expertise
<ul style="list-style-type: none"> • More than 188,000 worldwide Wi-Fi hot spots. • Global IP/MPLS networking backbone. 	<ul style="list-style-type: none"> • Certified project management experts, tools, and deployment resources.
Devices <ul style="list-style-type: none"> • More remote connection options than any other provider. • Largest selection of mobile email and messaging devices. • Support for iPhone 3G, BlackBerry, and Windows Mobile® devices. • Comprehensive line of laptop cards, with integrated laptop support. • Extensive device protection and control options. • Solutions for managed routers, PBXs, and other equipment. 	Consulting <ul style="list-style-type: none"> • Dedicated consultants with real-world experience and insight for improving business environments. • Research, planning, and recommendations. • Development for remote communication and collaboration systems. • Specialization in information workflow optimization and mobilization. • Expertise across most major industry verticals. • Multilingual managers speaking more than 16 languages.

For AT&T's wireless services, we provide several dedicated support groups to assist Participating Entities with ordering products and services or troubleshoot issues. These groups include:

- *End User Care (EUC)—supports End Users with their active wireless service.*
- *National Business Ordering (NBO)—processes and fulfills orders and provisioning requests.*
- *National Business Services (NBS)—elite, dedicated customer services team provides post-sales support to Authorized Order Placers (customer key contacts, program administrators, and telecom managers) of large Corporate/Enterprise Responsibility customers.*
- *Mobility Enterprise Customer Maintenance Center (MECMC)—provides technical expertise to support Participating Entities' IT personnel, help desk teams, and telecom managers.*
- *International Wireless Care team—provides support when Participating Entity users roam internationally or if they have specific international roaming questions.*

AT&T verifies that the members of these groups receive extensive and ongoing training on technologies, devices, and service offerings for the utmost in service for our customers, including Participating Entities.

Corporate History

AT&T's corporate history begins with Alexander Graham Bell inviting the telephone in 1876. That was the foundation of the company that became AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D, and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a worldwide communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998), and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of the most significant transformations since the invention of the telephone more than 130 years ago.

4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

AT&T Response:

AT&T has been a wireless services provider since 1994.

AT&T serves customers nationwide with a broad range of wireless voice and data services. AT&T has the nation's fastest mobile broadband network and serves 95.5 million wireless subscribers. AT&T holds spectrum licenses in all 50 U.S. states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. AT&T has the best worldwide coverage of any U.S. carrier, with voice coverage in more than 220 countries, data roaming in 200 countries, and 3G in more than 130 countries.

The AT&T Network supports more Smartphone customers than any other US provider, with AT&T's best device lineup, and is being enhanced with 4G.

- *AT&T introduced two 4G smartphones in 1Q2011 (Motorola ATRIX™ 4G and HTC Inspire™ 4G), with plans to introduce a third one by 1H2011.*
 - *AT&T joins two existing 4G-compatible laptop cards.*
 - *AT&T plans to introduce two 4G tablets, including the first LTE tablet, by mid summer 2011. Additional LTE tablets are planned for the 2H2011.*
 - *AT&T expects 20 4G devices by YE2011.*
-

- *AT&T plans to deliver an industry-leading Android portfolio – more than 12 new Android devices in 2011.*

In the U.S., AT&T serves 95.5 million wireless subscribers. AT&T is the premier provider of broadband, long distance, and local voice services. AT&T offers our communication services in almost every country and territory in the world. AT&T services enable calls from 220 countries as well as wireless data roaming—for laptops, hand-held devices, and other data services—in more than 200 countries.

AT&T operates a wireless network that includes:

- *Spectrum availability in the top 100 U.S. markets, 50 states, and the District of Columbia*
- *Global System for Mobile communications/General Packet Radio Service (GSM/GPRS) infrastructure*
- *Enhanced Data rate for GSM Evolution (EDGE) wireless broadband*
- *Universal Mobile Telecommunications System/High Speed Downlink Packet Access (UMTS/HSDPA) broadband*

In addition to retail communication services, AT&T is a global leader in wholesale communication services. AT&T's wholesale organization serves carriers, wireless providers, systems integrators, cable operators, Internet service providers (ISPs), and content providers that need worldwide, regional, and local end-to-end solutions.

A key to AT&T's success in providing and integrating services is AT&T Labs, our research and development group. AT&T Labs has won seven Nobel Prizes and has more than 7,500 patents. AT&T researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.

4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with Section 9.5, Part III – Confidential Financial.

AT&T Response:

The response to 4.1.10 is located in Part III, Confidential Financial, per RFP instructions.

4.2 Subcontractor Information

4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.

AT&T Response:

Yes	X	No	
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AT&T, in the regular course of business, does not employ subcontractors for the services offered under this proposal, with the exception of In-building Service Enhancement (ISE). Please see exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

If “Yes”, vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

AT&T Response:

AT&T may subcontract work to be performed for In-building Service Enhancement (ISE). AT&T will retain full responsibility for all such work, including any obligations performed through AT&T’s subcontractors. AT&T will be solely responsible for payments due any potential subcontractors.

When an ISE projects is required, AT&T selects from a pool of subcontractors with the goal to provide the best service to Participating Entities for the least cost. These projects are conducted on an as needed basis and could be anywhere in our network. AT&T uses skilled subcontractors and, if/when used, will provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information. AT&T will obtain approval from the Participating Entity prior to the start of work.

Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.4.2.1.2.

4.2.1.2 Provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information.

AT&T Response:

AT&T has contractors to supplement our staff. AT&T holds them to the same code of ethics, principles, and procedures that we hold our full-time staff. This includes, but may not be limited to, requirements contained in Attachment C, Vendor Certifications. Please see the

exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

4.2.1.3 Business references as specified in Section 4.3, Business References must be provided for any proposed subcontractors.

AT&T Response:

AT&T will provide subcontractor references for all projects when a subcontractor is contracted to perform work for a specific project. Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

AT&T Response:

AT&T requires applicable insurance certificates for subcontractor companies prior to any work being performed. Subcontractors also are contractually required to follow all applicable laws. If specific items like fidelity bonds are required, those requirements are included in the contract, and evidence is usually required before work begins on a project. Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

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

AT&T Response:

AT&T uses skilled subcontractors and, if/when used, will provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information. AT&T will obtain Participating Entity's approval prior to commencement of work.

4.3 Business References

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

**AT&T Response:**

AT&T has complied with this requirement by requesting and providing nine (9) references.

4.3.2 Vendors must provide the following information of every business reference provided by the vendor and/or subcontractor.

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

AT&T Response:

Reference #1:	
Company Name:	District of Columbia Government
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	District of Columbia Government
Primary Contact Information	
Name:	Deborah Powell
Street Address:	655 15th Street NW Suite 400
City, State, Zip:	Washington, DC 20005
Phone, including area code:	2027278755
Facsimile, including area code:	2027270501
Email address:	<u>Deborah.powell@dc.gov</u>
Alternate Contact Information	
Name:	Maria Leon-Hill
Street Address:	655 15th Street NW Suite 400
City, State, Zip:	Washington, DC 20005
Phone, including area code:	2027272298
Facsimile, including area code:	2027270501
Email address:	<u>Maria.leon-hill@dc.gov</u>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Mobile voice, data, and application services

Reference #1:	
Company Name:	District of Columbia Government
Original Project/Contract Start Date:	October 2009
Original Project/Contract End Date:	Ongoing
Original Project/Contract Value:	n/a
Final Project/Contract Date:	n/a
Was project/contract completed in time originally allotted, and if not, why not?	n/a
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	n/a



Reference #2:	
Company Name:	<i>Utah Transit Authority</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>Utah Transit Authority</i>
Primary Contact Information	
Name:	<i>Clair Fiet, CTO</i>
Street Address:	<i>3600 S 700 W</i>
City, State, Zip:	<i>Salt Lake City, UT 84130-0810</i>
Phone, including area code:	<i>801-287-2381</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>cfiet@rideuta.com</i>
Alternate Contact Information	
Name:	<i>Abraham Kololli, Deputy Chief - IS Manager</i>
Street Address:	<i>3600 S 700 W</i>
City, State, Zip:	<i>Salt Lake City, UT 84310</i>
Phone, including area code:	<i>801-262-5626</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>AKololli@rideuta.com</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Utah Transit Authority (UTA) was seeking a solution to provide real time connectivity between all of their buses and their network data center for increasing revenue with electronic fare collection, increasing on-board vehicle data system aggregation, and future passenger Wi-Fi applications.</i>
Original Project/Contract Start Date:	<i>11-2008</i>
Original Project/Contract End Date:	<i>UTA continues to use this AT&T service</i>
Original Project/Contract Value:	<i>\$610,560</i>
Final Project/Contract Date:	<i>n/a</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>
Was project/contract completed within or	<i>UTA expanded the scope of the project by</i>



Reference #2:	
Company Name:	<i>Utah Transit Authority</i>
<i>under the original budget/cost proposal, and if not, why not?</i>	<i>adding more vehicles and using more bandwidth by vehicle.</i>

Reference #3:	
Company Name:	City of Scottsdale, AZ
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	City of Scottsdale, AZ
Primary Contact Information	
Name:	Shannon Tolle – Communications Director
Street Address:	7384 East 2nd St.
City, State, Zip:	Scottsdale, Arizona 85251-5604
Phone, including area code:	(480) 312-7631
Facsimile, including area code:	Shannon Tolle – Communications Director
Email address:	stolle@scottsdaleaz.gov
Alternate Contact Information	
Name:	Kevin Sonoda – Telecom Policy Coordinator
Street Address:	7384 East 2nd St.
City, State, Zip:	Scottsdale, Arizona 85251-5604
Phone, including area code:	480-312-7631
Facsimile, including area code:	n/a
Email address:	ksonoda@scottsdaleaz.gov
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	3G Broadband Connectivity. City of Scottsdale uses rugged wireless modems over the AT&T wireless network for both Public Works and Public Safety departments. Applications running over the wireless broadband are Computer Aided Dispatch, Records Management, among others. Field service applications for Public Works. All modems also assist with GPS tracking of city vehicles
Original Project/Contract Start Date:	Scottsdale has been a wireless data customer with AT&T since 2004 and has upgraded their entire modem fleet through AT&T since initially becoming a customer.
Original Project/Contract End Date:	2004
Original Project/Contract Value:	\$300,000 annual revenue/2.1M TCV

Reference #3:	
Company Name:	<i>City of Scottsdale, AZ</i>
Final Project/Contract Date:	<i>Current customer</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Wireless modem deployments have been ongoing and successful overall. Wireless network outages have been an issue from time to time, but wireless network consistency and coverage have improved over the term of the contract.</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>Contract pricing has met proposal expectations. Pricing has been updated for the customer to take advantage of improved rate plans as available over the contract term.</i>



Reference #4:	
Company Name:	<i>University of Michigan Athletics</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>University of Michigan Athletics</i>
Primary Contact Information	
Name:	<i>Jim Balgooyen</i>
Street Address:	<i>1000 S. State St.</i>
City, State, Zip:	<i>Ann Arbor, MI 48109</i>
Phone, including area code:	<i>734-763-3451</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>balgo@umich.edu</i>
Alternate Contact Information	
Name:	<i>Shelley Zeddell</i>
Street Address:	<i>1000 S. State St.</i>
City, State, Zip:	<i>Ann Arbor, MI 48109</i>
Phone, including area code:	<i>734-615-0305</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>mblythma@umich.edu</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Currently utilizing WSCA and covers every aspect of the U of M Athletics Dept. NCAA compliance and recruiting applications loaded on coaches devises as well as day to day operations of Athletics personnel.</i>
Original Project/Contract Start Date:	<i>2008</i>
Original Project/Contract End Date:	<i>2012</i>
Original Project/Contract Value:	<i>1,000,000</i>
Final Project/Contract Date:	<i>2,250,000</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>n/a</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>n/a</i>

Reference #5:	
Company Name:	<i>Franklin County School District</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>Customer Port from Verizon</i>
Primary Contact Information	
Name:	<i>Dr. Alan Clark</i>
Street Address:	<i>215 South College Street</i>
City, State, Zip:	<i>Winchester, TN 37398</i>
Phone, including area code:	<i>931-967-0626</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>alan.clark@fcstn.net</i>
Alternate Contact Information	
Name:	<i>Jody Starnes</i>
Street Address:	<i>215 South College Street</i>
City, State, Zip:	<i>Winchester, TN 37398</i>
Phone, including area code:	<i>931-967-0626</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>Jody.starnes@fcstn.net</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Migrated customer from Verizon wireless voice services only to AT&T wireless voice and data services. Incorporated PDA devices with customer email, contacts and calendaring integration.</i>
Original Project/Contract Start Date:	<i>July 1, 2010</i>
Original Project/Contract End Date:	<i>June 30, 2011</i>
Original Project/Contract Value:	<i>~20K Annually</i>
Final Project/Contract Date:	<i>~20K Annually</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>Yes</i>

Reference #6:	
Company Name:	<i>St. Johns River Water Management District</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>St. Johns River Water Management District</i>
Primary Contact Information	
Name:	<i>Martin Barnes</i>
Street Address:	<i>4049 Reid St</i>
City, State, Zip:	<i>Palatka, FL 31278</i>
Phone, including area code:	<i>386-312-2324</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>mbarnes@sjrwmd.com</i>
Alternate Contact Information	
Name:	<i>n/a</i>
Street Address:	<i>n/a</i>
City, State, Zip:	<i>n/a</i>
Phone, including area code:	<i>n/a</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>n/a</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>375 Smartphones, 133 Telemetry Modems, 113 Air-cards, 120 voice phones utilizing text, data, email</i>
Original Project/Contract Start Date:	<i>7/20/2010</i>
Original Project/Contract End Date:	<i>12/2013</i>
Original Project/Contract Value:	<i>~\$400,000 per year for 3 years</i>
Final Project/Contract Date:	<i>12/2010</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>yes</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>yes</i>



Reference #7:	
Company Name:	<i>State of Maryland-Maryland State Police</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>Maryland State Police</i>
Primary Contact Information	
Name:	<i>Sgt Julio Valcarcel</i>
Street Address:	<i>ITD</i>
City, State, Zip:	<i>1201 Reisterstown Road Pikesville, MD 21208</i>
Phone, including area code:	<i>410-960-3535</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>jvalcarcel@msp.maryland.gov</i>
Alternate Contact Information	
Name:	<i>n/a</i>
Street Address:	<i>n/a</i>
City, State, Zip:	<i>n/a</i>
Phone, including area code:	<i>n/a</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>n/a</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>MSP Currently utilizes Trunk mounted modems in over 1,200 vehicles to link patrol vehicles to statewide CAPWIN information system via an AT&T Cellular APN. MSP also utilizes AT&T for the transmission and control of License Plate Reader devices throughout the state.</i>
Original Project/Contract Start Date:	<i>1/2006</i>
Original Project/Contract End Date:	<i>On-going</i>
Original Project/Contract Value:	<i>500,000 Annually (Apprx)</i>
Final Project/Contract Date:	<i>n/a</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Yes</i>



Reference #7:	
Company Name:	State of Maryland-Maryland State Police
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes



Reference #8:	
Company Name:	<i>Prince George's County Government</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>Prince George's County Government</i>
Primary Contact Information	
Name:	<i>Lenora Proctor</i>
Street Address:	<i>9201 Basil Court</i>
City, State, Zip:	<i>Largo, MD 20774</i>
Phone, including area code:	<i>3018835173</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i><u>Laproctor@co.pg.md.us</u></i>
Alternate Contact Information	
Name:	<i>n/a</i>
Street Address:	<i>n/a</i>
City, State, Zip:	<i>n/a</i>
Phone, including area code:	<i>n/a</i>
Facsimile, including area code:	<i>n/a</i>
Email address:	<i>n/a</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Mobile voice, data and application services</i>
Original Project/Contract Start Date:	<i>October 2009</i>
Original Project/Contract End Date:	<i>Ongoing</i>
Original Project/Contract Value:	<i>n/a</i>
Final Project/Contract Date:	<i>n/a</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>n/a</i>
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	<i>n/a</i>

Reference #9:	
Company Name:	<i>Washington State Department of Agriculture</i>
Identify role company will have for this RFP project (check one):	
<input checked="" type="checkbox"/> Vendor	<input type="checkbox"/> Subcontractor
Project Name:	<i>WA State Dept. Of Agriculture Plant Protection Program</i>
Primary Contact Information	
Name:	<i>Jeff Painter</i>
Street Address:	<i>3939 Cleveland Ave.</i>
City, State, Zip:	<i>Olympia, WA 98501</i>
Phone, including area code:	<i>(360) 902-2006</i>
Facsimile, including area code:	<i>(360) 586-8509</i>
Email address:	<i>n/a</i>
Alternate Contact Information	
Name:	<i>Royal Schoen</i>
Street Address:	<i>21 North 1st Avenue, Suite 106</i>
City, State, Zip:	<i>Yakima, WA 98902</i>
Phone, including area code:	<i>(509) 249-6933</i>
Facsimile, including area code:	<i>(509) 454-7699</i>
Email address:	<i>RSchoen@agr.wa.gov</i>
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	<i>Telenav Track solution for pest tracker trap deployment and trapping activities throughout WA State. 35 Trappers deploying and monitoring over 10,000 invasive species traps using Telenav Track with Forms on Mobile Devices from AT&T.</i>
Original Project/Contract Start Date:	<i>January 2010</i>
Original Project/Contract End Date:	<i>Present to 36 months (Jan 2013)</i>
Original Project/Contract Value:	<i>\$115,000</i>
Final Project/Contract Date:	<i>Present to 36 months (Jan 2013)</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>Project was completed on time.</i>
Was project/contract completed within or	<i>Project was completed under budget proposal.</i>

Reference #9:	
Company Name:	<i>Washington State Department of Agriculture</i>
under the original budget/cost proposal, and if not, why not?	

4.3.3 Vendors must also submit Attachment E, Reference Questionnaire to the business references that are identified in Section 4.3.2.

AT&T Response:

AT&T understands and has provided each business reference included in the proposal with Attachment E, Reference Questionnaire.

4.3.4 The company identified as the business reference must submit the Reference Questionnaire directly to the Purchasing Division.

AT&T Response:

AT&T understands and has requested each business reference included in the proposal to return the Reference Questionnaire directly to the Purchasing Division via fax or email as instructed on the questionnaire.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in Section 8, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

AT&T Response

AT&T understands that it is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

AT&T Response:

AT&T understands and informed each business reference submitted that they may be contacted by WSCA directly.

4.4 Vendor Staff Resumes

Vendors must include in their proposal response resumes for key personnel/staff to be responsible for performance of any contract resulting from this RFP.

AT&T Response

AT&T has included below the resumes of five key personnel who will be accountable for the execution and management of the WSCA contract. In addition to the key personnel, AT&T has an experienced team already established to support implementation and on-going support of the WSCA contract.

Table 3: AT&T Experience Chart of Individuals.

Name	Title	Years of Government Experience	Years of Telecom Experience
Twila Lively*	Contract Manager/Program Manager	16	25
Roland Saenz*	Director – Contracts and Compliance	12	12
Jon Wellinger*	Area Sales Vice President Technical Overlay	12	34
Ron Montague*	Senior Manager Program Management and Contract Compliance	25	32
Marcellus Brooks*	Contract Manager	11	21
Mark Barros	Compliance Manager	7	17
Matt Phillips	Compliance Manager	5	10
Michael Swenson	Compliance Manager	5	10
Kelly Yarborough	Compliance Manager	19	14
Christine Donabedian	Contract Manager	19	13
Ann Gillio	Contract Manager	10	15
Theresa Page	Contract Manager	5	30
Mark Flister	Program Manager	6	17
Brenda Ritchson	Operations Manager	22	22
Denise Cuffie	Reporting Performance Manager	13	16
Lori Oliver	Reporting Performance Manager	9	14

* Key personnel resume included.

Vendor Staff Resumes

Name:	TWILA LIVELY	
Position Proposed:	Contract - Program Manager	
Education:	Bachelors of Business Administration, Golden Gate University	
Certification:	Masters Certificate Project & Program Management Pursuing Project Management Professional (PMP)	
Summary:	Twenty-five years experience in building customer relationships, implementing projects, and managing programs for State and local government agencies, Federal Government agencies, large business customers, and a major airport. An experienced team leader for account managers, field operations managers, and account consultants for multi-year, multi-million dollar Federal contracts in five western states and WSCA in 46 states.	
Relevant Professional Experience:		
<u>Program Manager - WSCA</u> <u>AT&T, San Ramon, CA</u> Dedicated to the WSCA Program as liaison among Sales, Service Management, Product Management, Systems, and AT&T Senior Management to manage and verify that AT&T is meeting all performance requirements, resolving issues, and addressing customer service concerns. Review quarterly reports and administration fee payments for accuracy and timeliness to verify that reports and payment meet the requirement of the contract or Participating Addendum (PA). When needed, request corrections and adjustments prior to submitting to WSCA or States that require administration fee. Lead the AT&T team during the formal meetings with the lead state.		2010 – Present
<u>Quality Control Manager</u> <u>AT&T, San Ramon, CA</u> Managed application testing of software development for new voice-recognition applications for AT&T's Customer Care Centers. Developed processes that improved estimating accuracy by 25%, reduced the quantity of data requested by 70%, and tested execution strategy using the Software Development Life Cycle (SDLC) model to reduce time to market and improve test coverage. Served as test strategist for Interactive Voice Response (IVR) portion of corporate voice-data-TV initiative for nine (9) applications; improved test coverage by using customer focus modeling, collaboration with interfacing applications, and all available documentation.		2004 – 2010

Name:	TWILA LIVELY
<p><i>Managed the first voice recognition IVR language release.</i></p> <p><i>Developed performance test requirement with an internal team that reduced vendor costs approximately \$56K in one year.</i></p>	
<p><u>Project Manager</u> <u>Quantum Bridge, Newbury, MA</u></p> <p><i>Prevented major schedule delays or cost overruns by tracking and monitoring project changes and resolving issues on a million-dollar professional services project for Comcast Business Systems.</i></p> <p><i>Reported project performance to all departments and levels within the organization utilizing developed communication plans.</i></p> <p><i>Led effort that changed customer's perception of Quantum Bridge's professional services by negotiating schedules for deliverables, monitoring and reporting project progress, and delivering requirements on time.</i></p>	2000 – 2001
<p><u>Program Manager</u> <u>Owest, (formerly US West) Denver CO</u></p> <p><i>Assigned to Denver International Airport to direct a 13-person telecommunications office responsible for troubleshooting, repairing, and maintaining a 52-square mile campus.</i></p> <p><i>Earned President's Club recognition by rescuing a \$1.2 million maintenance contract. Improved Denver International Airport's customer satisfaction rating, gathered by a third party, from a D to a B+.</i></p> <p><i>Won new five-year, \$12 million operations and maintenance contract for Denver International Airport by leading the proposal team.</i></p> <p><i>Increased revenues by negotiating a 15-month, \$1.8 million operations and maintenance contract extension with subcontractor and vendor contract extensions. Contract included capital improvements for cable plant and upgrades to existing backbone systems; increased revenue an additional \$1 million per year.</i></p>	1998 – 2000
<p><u>Sales Operations Manager</u> <u>US West Federal Services, San Francisco, CA</u></p> <p><i>Managed sales teams and field operations managers in five western states; motivated subcontractors to fulfill their financial and contractual obligations.</i></p> <p><i>Earned President's Club recognition by exceeding contract objectives for installation and service compliance as well as corporate revenue and contribution objectives.</i></p> <p><i>Surpassed planned revenue objectives by 62% with a promotion to reduce inventory.</i></p>	1995 – 1998



Name:	TWILA LIVELY
<p><i>Increased Federal Government market revenue with a sales initiative to discover, train, develop, and monitor sales agents. Coordinated with US West's Agent Market for commission plan and contracts for these agents.</i></p> <p><i>Kept contracts marketable leading matrixed team of engineers, finance, product management, and vendors for contract change proposals.</i></p> <p><i>Completed out-of-region contract without one issue being escalated to the Contract Technical Officer by satisfying contractual requirements. In addition, met business goals and maintained customer satisfaction ratings gathered by a third party.</i></p>	
<p><u>Account Manager</u> <u>US West Federal Services, San Francisco, CA</u></p> <p><i>Recommended solutions based on customers' needs and budgets; understood the competition; insisted that subcontractors meet high quality standards; and built a customer-focused account team through recognition and rewards.</i></p> <p><i>Improved customer satisfaction while meeting sales goals; participated in quality process team to improve customer service; earned Council of Leaders' recognition.</i></p>	1993 – 1995

Name:	ROLAND SAENZ	
Position Proposed:	Director of Contracts and Compliance	
Education:	San Diego State University, San Diego, CA MBA, Marketing California State University Northridge, Northridge, CA BA, Liberal Arts-Concentration in Economics	
Certification:	AT&T Data Certified Multiple Network-Based Certifications	
Summary:	Extensive industry knowledge, broad business experience in sales and service, and a steadfast focus and commitment to customers. Results-oriented individual with demonstrated success as a sales and customer service leader. Held several leadership positions supporting State and Local Government agencies, as well as Federal customers.	
Relevant Professional Experience:		
<u>Director, Contracts and Compliance</u> <u>AT&T, San Diego, California</u> Responsible for leading the Mobility Contracts and Compliance team supporting the Government, Education, Medical, and Federal segments. Manage and ensure compliancy for GEM and FED contracts totaling more than \$5.2 billion dollars. Developed a new Workflow tracking system improving cycle times, data reporting and customer satisfaction. Worked with AT&T product marketing and legal to launch product and service offers to meet government, education, and medical market contract requirements. <ul style="list-style-type: none">Added Program Management support to the WSCA contractDoubled Contract Management resources enabling team to maintain 100% on time performance for RFPs		2009 – Present
<u>Director, Global Enterprise Solutions</u> <u>AT&T, Irvine, California</u> Led the dedicated GEM and Optical teams consisting of approximately 160 employees for the Mid-West and West. Spearheaded several process improvement efforts, including significant improvements in data reporting and standards around current tracking systems. Designed a new miscellaneous module in Project Tracking System to improve force to load management and developed an Optical training stream to address skill gaps in Optical Sales Support Managers. <ul style="list-style-type: none">Exceeded Customer Satisfaction targets (124%)		2008 – 2009



Name:	ROLAND SAENZ
<p><u>Regional Vice-President, Customer Service Organization</u> <u>AT&T, Irvine, California</u></p> <p><i>Was responsible for leading the Service and Project Management teams for California and Nevada. Supported Government Education and Medical and Business customers for both the network and Customer Premises Equipment product portfolio. Created and implemented key improvements in Customer Service Organization's service management: designed a Service Assurance Plan for tier 1 customers, developed a trouble reporting and escalation job aid, and improved the outage notification process. Improved data collection and efficiencies in project management, workload distribution and performance by designing and implementing a new project weighting system. Designed a Job Change Order (JCO) tracking process, which resulted in a 20% reduction in JCOs costs.</i></p> <ul style="list-style-type: none"> <i>Led the Emergency Operations Center customer table during the California wild fires fulfilling critical customer requests</i> 	2007 – 2008
<p><u>Sales and Service Positions</u> <u>AT&T, Irvine, San Diego, California</u></p> <p><i>Held leadership positions both in sales and service. Sales experience included leading inside, outside, and technical teams. Teams were consistently among top performers exceeding revenue and customer service targets. Awarded President's Club and was seven time Market Leaders Club winner.</i></p>	1998 – 2007

Name:	JON WELLINGER	
Position Proposed:	Area Vice President	
Education:	MBA, University of Minnesota BA, University of Puget Sound Honors, Business Administration	
Professional Development:	Columbia University Graduate School of Business Executive Marketing Management Program University of Pennsylvania, Wharton School Competitive Marketing Strategies	
Summary:	Executive sales leadership. Broad general management experience. Thirty years experience in telecommunications, information systems, data networking, and emerging technologies. Results driven with demonstrated record of achievement. Change leader in environment of growth and mergers. Extensive financial management experience. Persuasive oral and written communication skills.	
Relevant Professional Experience:		
<u>Area Vice President, Government, Education, Medical</u> <u>AT&T, Los Angeles, California</u> Was appointed to current position in April 2008. Responsibilities include leading a nationwide sales force focused on network integration and Public Safety solutions for Government, Education, and Medical (GEM) customers. Lead Sales Operations organization for GEM. In 2007, led a sales organization of approximately 300 professionals focused on the small and medium business space. Additional responsibilities include growing the \$100M out-of-franchise CLEC operation and implementing Business Development and SmartMoves initiatives. In 2005, was named Sales Vice President- HealthCare for BCS West. Revenue growth was the highest among the BCS regions and exceeded the industry average. In December 2004, was appointed Sales Vice President- Service Providers. Responsibilities included leading a nationwide sales organization to address the business needs of Wireless, ISP, SBC Affiliates, and Communications companies. Effective July 2000, appointed Sales Vice President, ISP Channel. This nationwide sales organization generated revenue of more than \$675M and focused on selling SBC advanced services, including SONET, DSL, and data networking CPE. During the prior 12 months, as Vice President- Democratic National Convention, negotiated and executed an exclusive sponsorship contract for SBC to participate in 2000 Democratic		1992 – Present



Name:	JON WELLINGER	
<i>Convention. Demonstrated track record of improving organizational productivity and capitalizing on growth opportunities. Recipient of numerous President's Club awards.</i>		
<u>AT&T, St. Louis MO, Bedminster, NJ, Los Angeles, CA</u> <i>Held various sales and marketing positions of increasing responsibility for AT&T Communications and AT&T Computer Systems. Titles included Western Region Area Manager, Branch Manager- National Accounts, National Account Manager, Marketing Manager- Aerospace Industry, and Account Executive. Initial management development program hire.</i>		1977 – 1992

<i>Name:</i>	<i>RON MONTAGUE</i>	
<i>Position Proposed:</i>	<i>Senior Compliance Manager</i>	
<i>Education:</i>	<i>MBA, Washington State University</i> <i>BA, Business Administration, Washington State University</i>	
<i>Professional Development:</i>	<i>Certificate Program for Program Management, Daniels School of Business, University of Denver</i> <i>Data Communications Professional Series, Hill and Associates</i>	
<i>Technical Skills:</i>	<i>More than 30 years in the telecommunications industry, working with engineering, sales, sales support, contract development, and customer service to enable the delivery of quality products.</i> <i>Extensive experience in understanding the complexity and regulations of succeeding in federal, state and local government markets, including the WSCA contract</i>	
<i>Relevant Professional Experience:</i>		
<u>Senior Compliance Manager</u> <u>AT&T, Bothell, WA</u> <i>Performs Contract and Program review to ensure AT&T Mobility compliance with Federal Government, State and Local Government, Education and Medical market regulations and contract compliance. Conducts Reviews of E-rate compliance and contract training for sales teams to ensure that all program requirements are being met. Consults with AT&T product marketing to craft new product and service offers to meet government, education and medical market contract requirements. Delivers required information to senior management to verify that existing contracts and programs meet customer requirements. Earned Circle of Excellence Award based on individual contributions.</i>		<i>2005 – Present</i>
<u>Sales Manager</u> <u>Owest (formerly US West), Seattle, WA</u> <i>Lead a team of Senior Account Managers selling complex communications solutions to key customers in Western Washington. Delivered strategic sales and marketing initiatives of Voice and Data CPE, network transport, including WAN, LAN and IP based services, cellular services, data services, and staff augmentation designed to client specific applications. Recognized as a sales leader through appointment to Presidents' Club.</i>		<i>2000 – 2005</i>
<u>Technical Resource Manager,</u> <u>US West, Seattle WA</u>		<i>1998 – 2000</i>

Name:	RON MONTAGUE
<p><i>Managed a team of System Engineers (SEs) for the Western Washington sales branch. SEs were responsible for the technical design of voice, data, video, and wireless services. Required the selection and training of the SE. Focus was on Government Education and Medical Markets. Worked with sales team, SEs, and the customer to implement region wide networks. Was responsible for response development of RFPs, technical and contractual requirements, assessment of profit margin, and implementation of successful bids. Recognized as support leader through appointment to Presidents' Club.</i></p>	
<p><u>Manager- Program Management</u> <u>US West Federal Services, Denver, CO</u></p> <p><i>Managed a team of Program Managers responsible for Federal contracts awarded to US West. Program Managers were responsible for contract compliance, staffing and resourcing contracts, profit margins, and negotiations with vendors and government contracting officers. Program Managers were key members of the RFP response team to ensure US West Federal Services would be able to meet contractual commitments upon contract award</i></p>	1994 – 1998
<p><u>Business Development Manager</u> <u>US West, Seattle, WA</u></p> <p><i>Was responsible for developing and delivering capability presentations to Federal Agencies and Federal Contractors responding to RFPs and contracting opportunities</i></p> <p><i>Developed relationships with key government agencies. Specially assigned to the General Services Administration and to government contractors who bid on GSA contracts, both regionally and nationally. Required understanding of government procurement regulations, RFP responses, assessment of contracting and subcontracting relationships.</i></p>	1991 – 1994

Name:	MARCELLUS BROOKS	
Position Proposed:	Contract Manager	
Education:	MBA, University of Baltimore BS, Business Administration/Marketing, Delaware State University	
Technical Skills:	Twenty years of successful leadership in contract management, customer service, program management, project management, and production operations. Proven abilities in strategic initiatives, audits, and system analysis. Excellent communicator. Confident and effective presenter. Exceptional interpersonal skills.	
Relevant Professional Experience:		
<u>Senior Contract Manager</u> <u>AT&T, Hanover, MD</u> Manage the critical components of custom Government contract development, including: tailoring terms and conditions for specific Government opportunity, obtaining input from legal/ regulatory and product teams, preparing document, conducting client negotiations, performing contract assurance ,and conducting contract verification/registration. Lead cross-functional team in successful planning and execution of contract deliverables within scheduled timeframe. Review and assess Government contracts for business risk and strategic financial merit. Manage schedule of delegation and authorizations in compliance with stakeholder strategy, policy, and guidelines.		2006 – Present
<u>National Care Manager</u> <u>Cingular Wireless, Greenbelt, MD</u> Managed 4 Team Leaders, 48 Government Care Managers, 3 Sales Support Supervisors, and 38 Sales Support personnel with leadership, tools, empowerment, strategies, training, support, and guidance in providing care needs and delivering care solutions to Federal, State, and Local Government customers. Developed policies; evaluated and streamlined operational procedures; and designed and implemented process improvements. Reviewed and appraised business environment to maintain and/or modify strategy and direction of organization for the Government Solution Group Care team.		2003 – 2006
<u>Team Leader</u> <u>Cingular Wireless, Greenbelt, MD</u> Managed team of 14 Business Care Managers supporting AT&T Wireless highest revenue generating enterprise accounts. Offered one point of		2000 – 2003

Name:	MARCELLUS BROOKS
<i>resolution to Telecom Managers and Program Administrators. National responsibility for account with local presence at account headquarters location. Provided total account and relationship management with respect to improving revenue growth while continuously driving customer satisfaction.</i>	
<u>IT Program Manager</u> <u>Bell Atlantic, Rosedale, MD</u> <i>Provided overall leadership and direction for IT Projects. Managed the daily activities of IT Projects and virtual teams, which included developing detailed project documentation and timelines project plans, and tracking and verifying project costs. Ensured the Project's Delivery Plan proceeded smoothly and efficiently while delivered on time, on budget, and with quality.</i>	1999 – 2000
<u>Contract Manager</u> <u>AT&T Linthicum, MD</u> <i>Primary resource for providing expertise in the negotiation and financial impact analysis of complex custom agreements for AT&T Telecommunication Services. Determined terms and conditions for service offer and established price points to ensure Sales Center profitability and attainment of revenue objectives. Functioned in a matrix environment to obtain and allocate necessary resources for successful completion of negotiation process.</i>	1998 – 1999
<u>Project Team Manager</u> <u>AT&T Hunt Valley, MD</u> <i>Directed and coordinated performance analysis of the Global Service Call Center to ensure optimum productivity. Managed 15 complex project specialists responsible for developing and implementing continuous improvement strategies for service quality initiatives to facilitate business growth of AT&T's Virtual Telecommunication Network Services.</i>	1996 – 1998
<u>Customer Service Manager</u> <u>AT&T Hunt Valley, MD</u> <i>Managed team of 16 customer service specialists responsible for pre/post sale customer support for AT&T national corporate accounts representing \$100+ million in contracted annual revenue. Provided leadership, direction, and support in the areas of customer service, credit/collection, and data processing activities.</i>	1994 – 1996
<u>Program Manager</u> <u>AT&T Bridgewater, NJ</u> <i>Established, led, and managed teams from AT&T Sales, Billing, and</i>	1992 – 1994



Name:	MARCELLUS BROOKS	
<i>Customer Service organizations while serving as liaison for national accounts totaling \$71 million dollars in annual revenue. Maintained internal and external business relationship with senior management while driving issues to resolution.</i>		

Tab VIII. Other Informational Material

AT&T submits the following Appendices.

- *Part IA Appendix A – Transition Plan*
- *Part IA Appendix B – AT&T's Technology Evolution*
- *Part IA Appendix C – AT&T Acronym and Definition List*



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2011

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 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 Marsh USA Inc. 701 Market Street Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com 018566-STND-GAW-10-11	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:
INSURED AT&T Inc. and Subsidiaries One AT&T Plaza 208 South Akard Dallas, TX 75202	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 24147

COVERAGES**CERTIFICATE NUMBER:**

CHI-002950288-07

REVISION NUMBER: 6

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY58820	06/01/2010	06/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB20965	06/01/2010	06/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	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 N	N/A	MWC11668100	06/01/2010	06/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: WSCA RFP 1523; Location: 515 E. Musser Street, Suite 300 Carson City, NV.

State of Nevada, its officers, employees and immune contractors and The State of Colorado are included as Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and AT&T Inc. and Subsidiaries. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non contributory with this insurance.

CERTIFICATE HOLDER**CANCELLATION**

State of Nevada, Purchasing Division
c/o Shannon Berry, Purchasing Officer
Attn: Teri Smith, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

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
of Marsh USA Inc.

Katey E. Jones

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ADDITIONAL INFORMATION

CHI-002950288-07

DATE (MM/DD/YY)

03/01/2011

PRODUCER

Marsh USA Inc.
701 Market Street
Suite 1100
St. Louis, MO 63101
Attn: ATT.CertRequest@marsh.com
018566-STND-GAW-10-11

X

X

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

AT&T Inc. and Subsidiaries
One AT&T Plaza
208 South Akard
Dallas, TX 75202

INSURER G:

INSURER H:

INSURER I:

INSURER J:

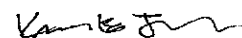
TEXT

CONTINUED FROM DESCRIPTION SECTION:

CERTIFICATE HOLDER

State of Nevada, Purchasing Division
c/o Shannon Berry, Purchasing Officer
Attn: Teri Smith, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kaley E. Jones



IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED WHERE REQUIRED
UNDER CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of **SECTION II - WHO IS AN INSURED** is amended to include any person or organization for whom you have agreed under contract or agreement to provide insurance. However, the insurance provided shall not exceed the scope of coverage or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Where required by contract, we will consider our policy to be primary under any other insurance maintained by the additional insured for injury or damage covered by this endorsement and that their policy will be noncontributing with this insurance.

AT&T MOBILITY NATIONAL ACCOUNTS LLC

Business Entity Information			
Status:	Active	File Date:	3/30/2000
Type:	Foreign Limited-Liability Company	Entity Number:	LLC3045-2000
Qualifying State:	DE	List of Officers Due:	3/31/2011
Managed By:	Managers	Expiration Date:	3/30/2500
NV Business ID:	NV20001031909	Business License Exp:	3/31/2011

Registered Agent Information			
Name:	THE CORPORATION TRUST COMPANY OF NEVADA	Address 1:	311 S DIVISION ST
Address 2:		City:	CARSON CITY
State:	NV	Zip Code:	89703
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

Officers <input type="checkbox"/> Include Inactive Officers			
Manager - AT&T MOBILITY CORPORATION			
Address 1:	1025 LENOX PARK BLVD NE 5D46	Address 2:	
City:	ATLANTA	State:	GA
Zip Code:	30319	Country:	
Status:	Active	Email:	

Actions\Amendments			
Action Type:	Application for Foreign Registration		
Document Number:	LLC3045-2000-001	# of Pages:	3
File Date:	3/30/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC3045-2000-005	# of Pages:	1
File Date:	4/07/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC3045-2000-004	# of Pages:	1
File Date:	4/08/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		

Document Number:	LLC3045-2000-003	# of Pages:	1
File Date:	3/19/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	LLC3045-2000-002	# of Pages:	1
File Date:	4/14/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050073766-06	# of Pages:	1
File Date:	3/01/2005	Effective Date:	
(No notes for this action)			
Action Type:	Amendment		
Document Number:	20050330888-37	# of Pages:	1
File Date:	8/16/2005	Effective Date:	
REG MAIL 8-23-05			
Action Type:	Registered Agent Change		
Document Number:	20050477493-61	# of Pages:	1
File Date:	10/12/2005	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20060108581-41	# of Pages:	1
File Date:	2/21/2006	Effective Date:	
06-07			
Action Type:	Amendment		
Document Number:	20070382896-65	# of Pages:	1
File Date:	6/01/2007	Effective Date:	
(No notes for this action)			
Action Type:	Reinstatement		
Document Number:	20100322926-47	# of Pages:	1
File Date:	5/11/2010	Effective Date:	
REVOKED 4/1/08. REINSTATED			
Action Type:	Acceptance of Registered Agent		
Document Number:	20100322928-69	# of Pages:	1
File Date:	5/11/2010	Effective Date:	
(No notes for this action)			

Transition Plan

AT&T understands the complexity of migrating large number of users across various agencies from one contract to another with minimal impact to the end-user. Over 1,500 Government agencies have trusted us to implement our solutions at their locations – many for critical public safety applications – as seamlessly as possible. AT&T has the extensive experience in providing flexible, cost effective methods of transferring end-users to a centralized wireless program as AT&T.

Crucial to AT&T implementing all new Participating Addendum and transitioning end-user to the new agreements will be the effective use of the time between contract letter of intent and the start date of the contract. This time period is critical in identifying the needs of the existing users and mapping these needs to a migration plan.

Pre-Contract Start Date Activity

From the expected contract letter of intent on or about June 10, 2011 until Contract Start Date, AT&T will engage in the following activities to assure contract success;

AT&T Training

AT&T will create and present internal training to addresses the terms and conditions of the new contract and AT&T's responsibilities, along with our implementation plan. The target audience for this training is senior level managers, sales teams, Government Care Managers (GCMs) and other departments supporting the WSCA contract. This training will be a reconfirmation of already agreed to roles and responsibilities and will identify any changes that may have occurred at contract award.

Participating Entity Training Materials

Training materials for Premier, collateral for AT&T's rate plans, collateral for the most popular devices, and websites will be available for the Participating Entities, their agencies, and political subdivisions. This material was prepared during the proposal process and can be submitted immediately unless changes are made during the award process.

Transition to new PA

AT&T's local account teams will contact 100% of the state procurement representatives and agencies with active WSCA PAs within 30 days from receipt of the letter of intent. AT&T will work with the contact person to establish new PA as appropriate. PAs will be presented to all applicable state representatives, state agencies, political subdivisions, and institutes of higher education 30 days prior to contract start date.

Participating Entity Training

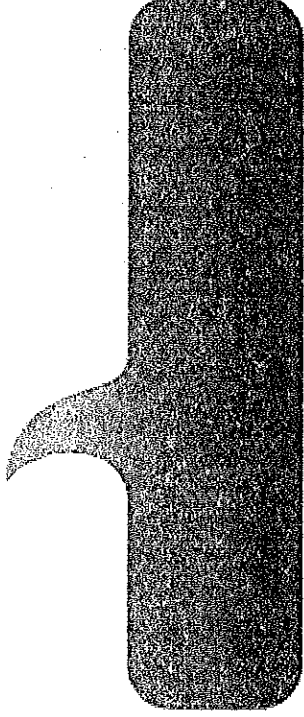
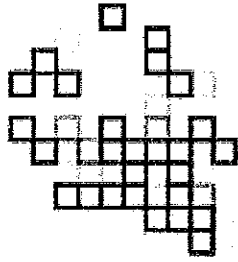
Local AT&T sales teams will host training sessions in selected cities based on the agencies and in coordination with the WSCA states. During the training AT&T will present to the agencies with:

- Contract training
- Pricing Plans and Products
- Ordering Process
- Transition Process
- Names and Phone number of contact to complete the transition
- Escalation Process

Proposed Transition Schedule in the event AT&T is fortunate enough to be selected as a vendor under this procurement:

Task Name	Duration	Start Date	Completion Date
Submit Proposal	0 days	4/4/2011	4/4/2011
Review Existing PAs	35 days	3/28/2011	5/13/2011
Receive Letter of Intent	0 days	6/10/2011	6/10/2011
Negotiate WSCA Contract	102 days	6/10/2011	10/31/2011
Develop Contract Training	45 days	11/1/2011	1/2/2012
AT&T Internal Training	15 days	11/1/2011	11/21/2011
Participating Entity (P.E.) Training	45 days	11/1/2011	1/2/2012
Transition to New Contract	340 days	6/13/2011	9/28/2012
Contact P.E.	30 days	6/13/2011	7/22/2011
Present new PA	50 days	7/25/2011	9/30/2011
Negotiate New PA	232 days	11/10/2011	9/28/2012

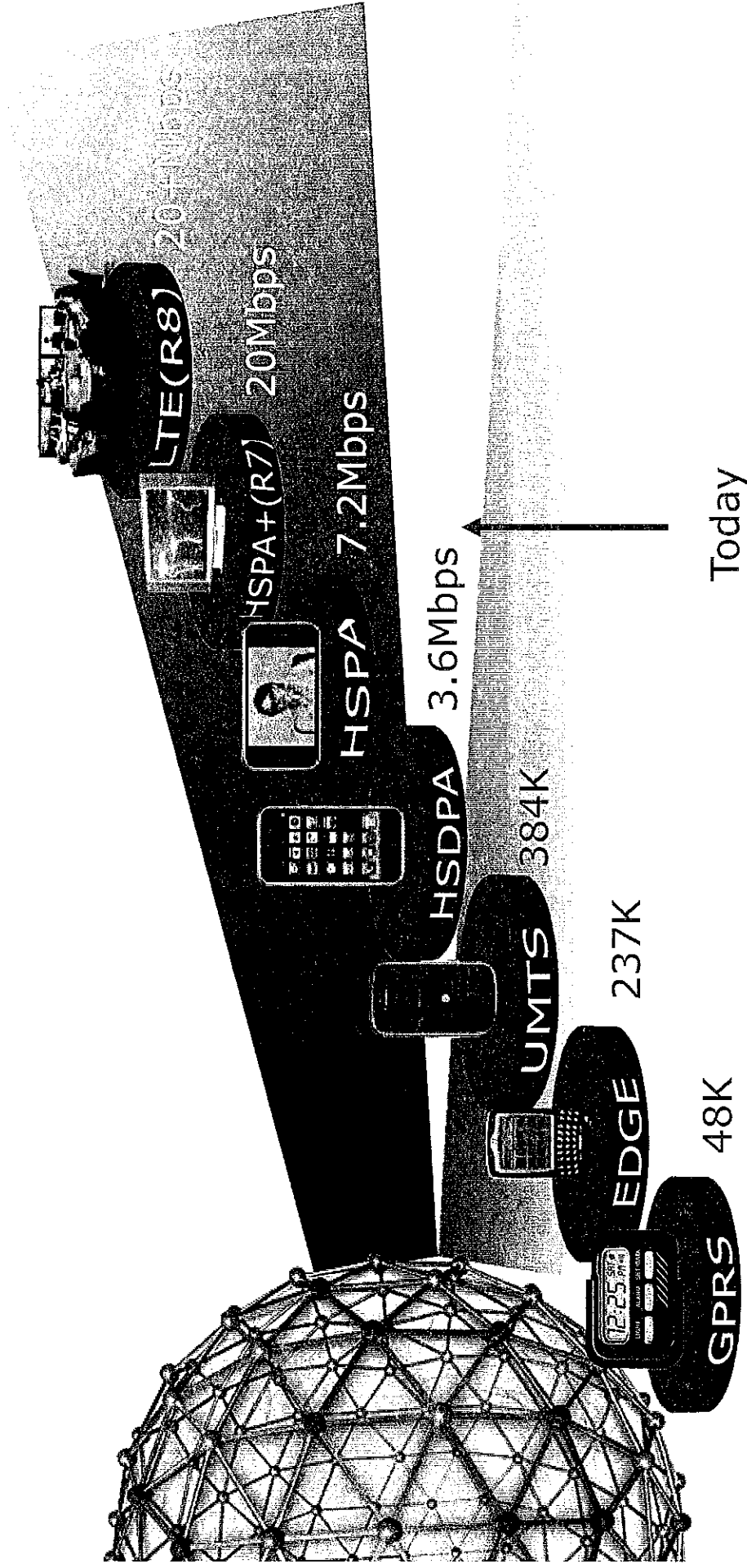
AT&T's Technology Evolution



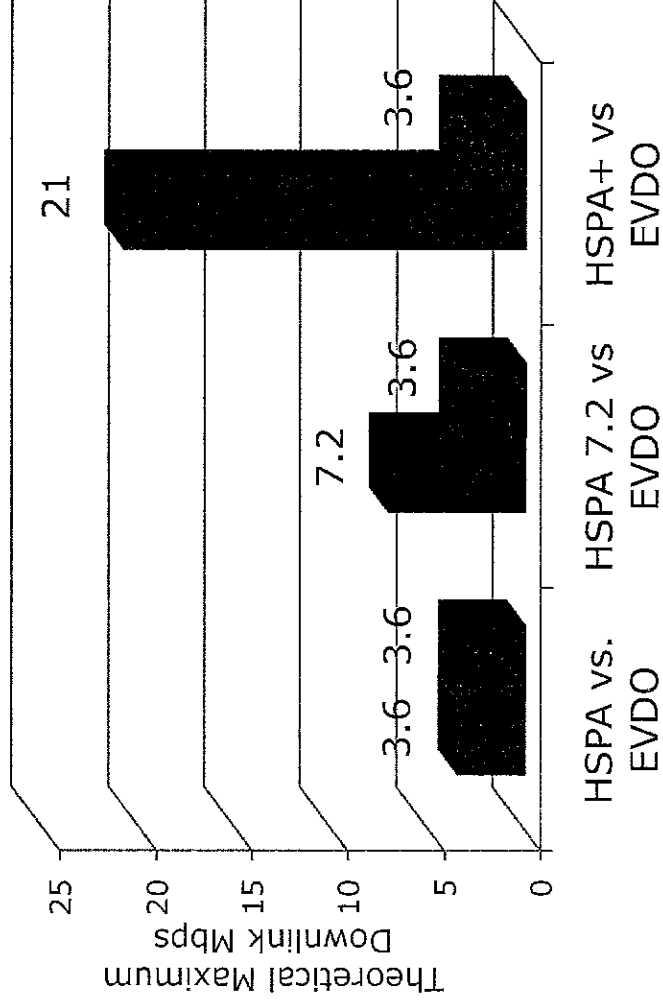
Rethink Possible

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Create Powerful Connections



HSPA+ Upgrades



- Radio Access Network Upgraded: **21 Mbps Theoretical Peak**
- Limiting factors:
 - Device
 - RF Conditions (bars)
 - Backhaul (Ethernet helps)
- Simultaneous users

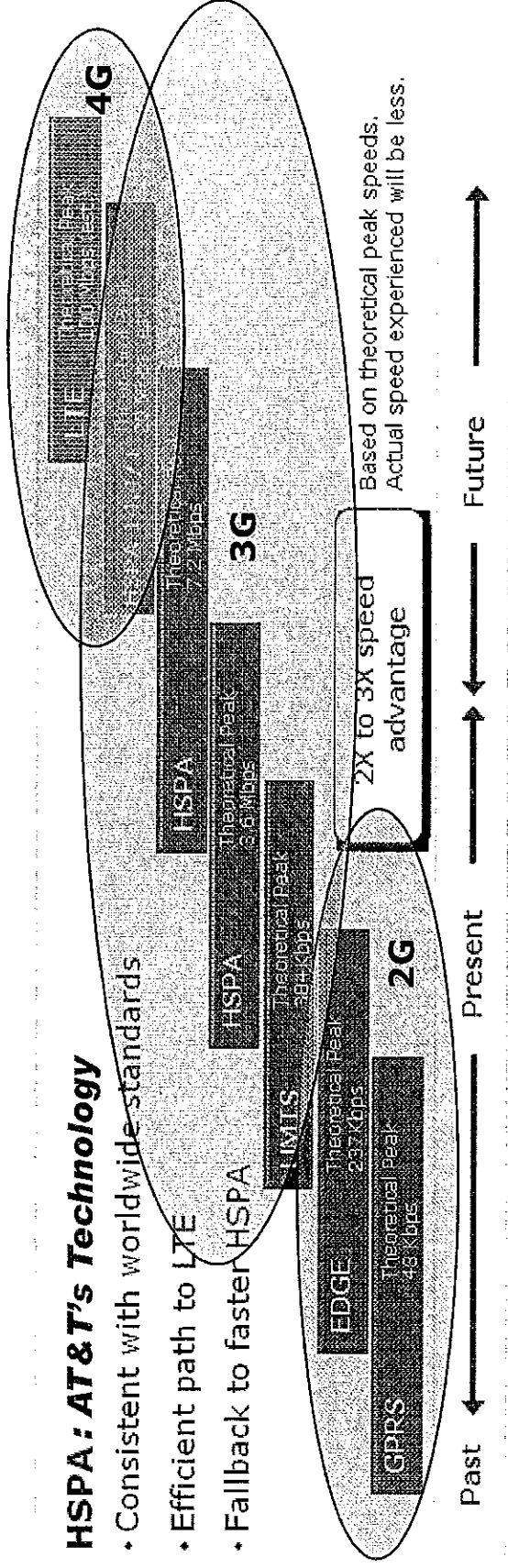
Individual Users Rarely See the Peak Theoretical Rate



Network Technology Progression

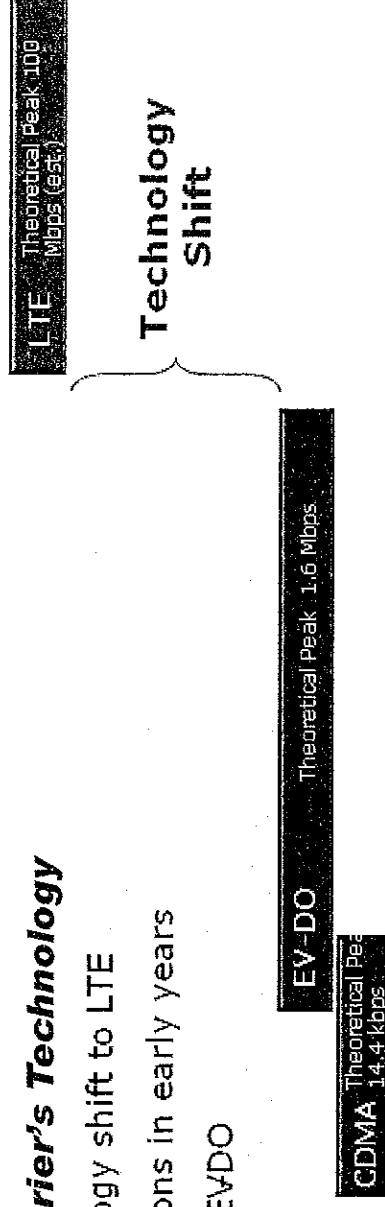
HSPA: AT&T's Technology

- Consistent with worldwide standards
- Efficient path to LTE
- Fallback to faster HSPA



CDMA: Other Carrier's Technology

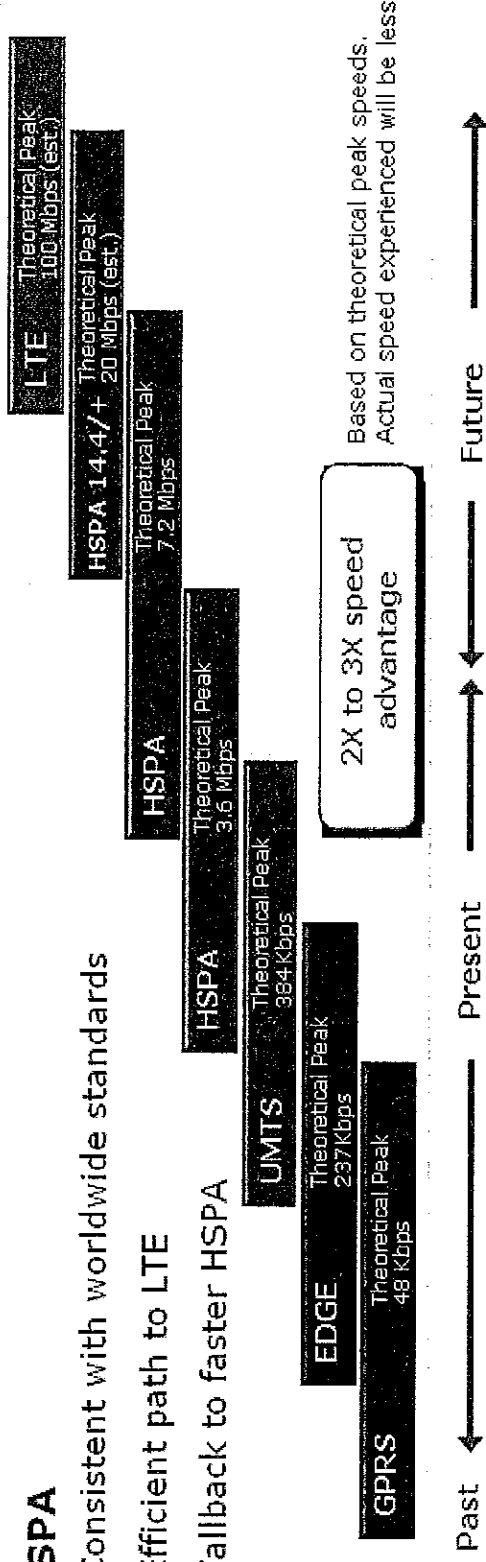
- Significant technology shift to LTE
- Limited device options in early years
- Fallback to slower EVDO



Network Technology Progression

HSPA

- Consistent with worldwide standards
- Efficient path to LTE
- Fallback to faster HSPA



CDMA

- Significant technology shift to LTE
- Limited device options in early years
- Fallback to slower EVDO



Data Throughput Performance

3G NETWORK TESTS

Speed and Reliability Results by City

Download speeds, upload speeds, and reliability scores for each service provider in each of our 13 testing cities, divided by region.

CITY	AT&T			SPRINT			T-MOBILE			VERIZON		
	Download speed	Upload speed	Reliability	Download speed	Upload speed	Reliability	Download speed	Upload speed	Reliability	Download speed	Upload speed	Reliability
Baltimore	2036	1071	95%	857	407	100%	703	285	90%	818	402	75%
Boston	1756	888	95%	942	448	95%	728	301	95%	888	396	90%
Chicago	1568	831	95%	747	384	95%	1047	270	90%	886	425	95%
Denver	879	669	90%	599	376	95%	928	293	95%	885	478	90%
New Orleans	1665	801	95%	785	418	95%	570	181	70%	1227	610	100%
New York	1523	779	95%	790	403	95%	1220	580	95%	1124	463	100%
Orlando	1206	841	95%	619	350	85%	860	284	95%	1147	477	100%
Phoenix	1190	697	100%	797	303	90%	1201	288	100%	585	407	95%
Portland	1276	550	100%	945	398	100%	1090	309	100%	796	398	95%
San Diego	1228	700	85%	962	449	100%	616	264	95%	671	314	75%
San Francisco	1193	715	85%	814	405	95%	650	239	85%	729	401	95%
San Jose	1034	655	90%	714	374	85%	745	444	90%	891	475	100%
Seattle	1771	851	100%	757	426	95%	929	303	100%	758	400	90%

NOVARUM CHART NOTES: Fastest results are in bold. Speeds are expressed in kilobits per second (kbps). Reliability is expressed as the percentage of our 1-minute performance tests in which the service was available, uninterrupted, and faster than dial-up speed.

PC World 2/22/10

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AT&T Acronym and Definition List

411 Information – directory assistance. Abbreviated dialed number used to request an operator search for a listing.

Bolt-on Data Plan Feature – Data features or plans added to a voice plan. These are intended for customers who want to use a single device for both voice and data usage.

Call Back – when the person you are calling is unavailable you can activate this feature and when the called party is available they will call you back automatically.

CDMA – Code Division Multiplex Access refers to several protocol used in second generation (2G) and third generation (3G) wireless communications.

Corporate Liabile Account or Corporate Responsible User (“CL” or “CRU”). A CRU is an employee of a Participating Entity that obtains wireless service and products under the corresponding Participation Addendum and whose corresponding charges are the financial responsibility of that Participating Entity.

CPNI – Customer Proprietary Network Information is the data collected by a telecommunications company about a consumer's telephone calls. It includes the time, date, duration and destination number of each call, the type of network a consumer subscribes to, and any other information that appears on the consumer's telephone bill and requires customers consent to access as defined in the FCC CPNI order.

DSL (Digital Subscriber Line) – DSL transmits Internet data using electrical signals over standard copper phone lines allowing each customer to have an individual connection to the Internet, unlike cable for which they share a connection.

CPE (Customer Premises Equipment) – CPE is equipment located on the customer site. This telephone equipment includes key systems, Private Branch Exchanges (PBXs), Network Termination 1s (NT1s), answering machines, etc.

End Users - IRUs and CRUs together referred to in AT&T's response.

EV-DO – Evolution Data Optimization or Evolution Data Only – telecommunication standard for wireless transmission through radio signals.

FAN – Foundation Account Number - fictitious account number(s) created for different business structures and hierarchies under a PA profile. AT&T uses the profile information to configure access to business-only support and to a Premier web portal that's tailored for a Participating Entity.

GSM – Global Systems for Mobile Communications – most popular standard for mobile communications GSM Associations estimates 80% of the global markets use this standard. Originally developed to operation in the 900 MHz band has been modified to operation in 850/1800, and 1900 MHz bands.

HSPA and HSPA+ - High Speed Packet Access is a family of high-speed 3G digital services provided worldwide by telecommunication carriers that use the GSM technology.

iDEN – iDEN technology supports either 3 or 6 phone users per channels and six push-to talk users per channel. Voice is transmitted via dedicated digital network that does not interface with Public Switched Network (PSN).

Individual Liable Account or Individual Responsible User (“IL” or “IRU”). An IRU is an employee of a Participating Entity that obtains wireless service and products under the corresponding Participation Addendum and who is individually responsible for the corresponding charges.

LTE (Long Term Evolution) – a modulation technique designed to deliver a 100 Mbps per channel and gives user performance comparable to wired Broadband. LTE technology is intended to offer ubiquitous broadband at multiple megabits per second. The signal is immune to interference and can support high data rates.

Pooling – Pooling allows a group of users to collectively share their anytime minutes of use or kilobytes. Only pooled rate plans can be included in the pool as long as they share the same included data bucket size and the same overage rate under the Foundation Account Number

Push-to-Talk (PTT) – is a walkie-talkie-type service allows for customers to instantly reach other PTT customers by eliminating the dialing and ringing steps in a regular cellular call within a 6 mile radius. Users can select a person or group from their PTT Contacts List and then push and hold a dedicated button on the side of their devices to make calls. In addition to the customer participating in a wireless voice plan, Push-to-Talk requires a specific handset enabled with this technology and the feature added to voice plan.

Smartphone – Electronic handheld device that integrates the functions of a wireless phone with a PDA (personal digital assistant) or other information application; often with PC-like functionality.

SONET (synchronous optical network) – SONET is a family of fiber-optic transmission rates from 51.84 Mbps to 13.22 Gbps, created to provide the flexibility needed to transport many digital signals with different capabilities. SONET is a national and international standard that provides for compatible fiber-optic transmission equipment.

Tethering – is the use of a wireless phone to supply internet access to another device which is otherwise unconnected using the wireless phone as a modem. This can be done through wireless technology or cables (USB cable).

UMTS - Universal Mobile Telecommunications System – one of the 3G (third generation) wireless telecommunications technologies being developed into a 4G (fourth generation) technology.

Wi-Fi – refers to interoperability implementation of IEEE802.11 Wireless LAN Standard.