

**Solicitation Number: 031924****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and T-Mobile USA, Inc., a Delaware corporation, located at 12920 SE 38th Street, Bellevue, WA 98006 (Supplier or T-Mobile).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation under this Contract is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States. Sourcewell issued a public solicitation for Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access and are eligible to purchase from Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 8, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

T-Mobile represents and warrants that it: (i) has the legal right and authority and will maintain the legal right and authority during the term of this Contract, to provide the Services ordered by a Participating Entity; (ii) will provide the Services in a professional manner consistent with telecommunications industry standards; and (iii) will comply with applicable law.

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

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OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced in Attachment A (Pricing) at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

T-Mobile will offer the Equipment, Products and Services to Participating Entities pursuant to the terms and conditions set forth in Attachment B, (the "Participating Entity Enrollment Agreement"). Participating Entities may participate in this Contract by ordering Equipment, Products and Services pursuant to T-Mobile's standard ordering procedures (or in compliance with Section 6 below), subject to T-Mobile's acceptance, which includes signing the applicable Participating Entity Enrollment Agreement.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within the time period stated in Supplier's return policy at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract (Hot List Pricing). When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time by Supplier through a Sourcewell Price and Product Change Request Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities; provided,

however, the parties acknowledge and agree that Supplier will not be offering equipment, products, or service under this Contract to Participating Entities located in Canada.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Participating Entity of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. PURCHASE ORDERS AND PAYMENT.

Order flow and procedures will be in accordance with this Contract and any other procedures mutually agreed to in writing by Participating Entity and Supplier. Typically, a Participating Entity will issue a Purchase Order (as defined below in this Article) directly to Supplier. Participating Entities may use their own forms for Purchase Orders, but it should clearly note the applicable Sourcewell contract number. Supplier may accept an Order by 1. signing and returning a copy of the Order to Participating Entity; 2. delivering any of the Equipment, Products or Services ordered; 3. informing Participating Entity of the commencement of performance; or 4. returning an acknowledgment of the Order to Participating Entity. The terms and conditions in any Participating Entity-generated Order template will have no force or effect other than to denote quantity, the Equipment, Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Contract. Participating Entity may cancel an Order at any time before Supplier ships the Order or begins performance, but Participating Entity will pay any actual costs incurred by Supplier due to Participating Entity's cancellation. Supplier may reject or cancel an Order for any reason. Supplier will notify Participating Entity of rejected or canceled Orders. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF PURCHASE ORDERS.** Participating Entities may terminate an order, in accordance with the terms and conditions of such Participating Entity's Participating Entity Enrollment Agreement, found in Attachment B, which is attached and incorporated into this Contract.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's Purchase Order will be determined by the terms and conditions of the Participating Entity Enrollment Agreement in Attachment B.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing

and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report will contain the following fields, when reasonably available or applicable:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

The foregoing is T-Mobile's Confidential Information but Sourcewell may disclose if required by law, consistent with Section 14, Government Data Practices, and Section 28, Confidentially Information.

T-Mobile will work with Sourcewell to provide applicable / acceptable reporting template to provide service information for Active Units for Participating Entities. Sourcewell will not receive any Customer Proprietary Network Information (CPNI).

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee (Administrative Fee) to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more

than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT.

(i) Sourcewell Audit Rights. T-Mobile shall maintain in accordance with applicable law and generally accepted commercial standards all relevant records relating to this Contract for a period of six (6) years following the date of acceptance of final payment under the Contract. Upon reasonable prior written notice, T-Mobile shall make records relating to the Contract available to Sourcewell at T-Mobile's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of T-Mobile's records, any third-party auditor acting on behalf of Sourcewell shall be subject to prior approval by T-Mobile and may be required at T-Mobile's sole discretion to execute T-Mobile's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing T-Mobile's records.

(ii) T-Mobile Audit Rights. T-Mobile reserves the right to audit Participating Entities on the Participating Entity Roster from time to time to verify that each Participating Entity meets the Participating Entity definition above. Upon review of a Participating Entity, T-Mobile may require additional verification from a Participating Entity or Sourcewell regarding the status of the Participating Entity. Upon a determination the customer does not meet the requirements of a Participating Entity, T-Mobile may cease applying the Corporate-Liable Service Pricing Discount.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND LIMITATION OF LIABILITY

A. SUPPLIER INDEMNIFICATION. Supplier will indemnify and defend Sourcewell, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable outside attorney's fees (collectively, "Claims"), arising directly from the performance of this Contract and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

B. INDEMNIFICATION PROCEDURES. The following procedures will apply to any indemnification obligation under this Article: (a) the party seeking indemnification will promptly notify the

indemnifying party in writing of any claim or suit; (b) the indemnifying party will have sole control of the defense or settlement; provided, however, that the indemnifying party will not enter into any settlement that obligates the party seeking indemnification to make an admission of guilt or incur any expense for which the party seeking indemnification is not indemnified, without such party's prior written consent, which will not be unreasonably withheld; (c) the party seeking indemnification will have the right to be represented separately by counsel of its own choosing, at its own expense, in connection with any claim or suit; and (d) the party seeking indemnification will provide reasonable cooperation to the indemnifying party at the indemnifying party's expense; (e) in the event an indemnified party does not provide prompt notice to the indemnifying party, indemnification will be withheld only to the extent the indemnifying party was adversely prejudiced by such delay in notice; and (f) the indemnifying party must hire qualified and competent counsel.

C. **DAMAGE LIMITATIONS.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Contract is limited to: proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. The parties' indemnification obligations under the Contract are excluded from this provision.

D. **EXCLUSIVE REMEDIES.** The provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to any of the Claims identified in this Section.

NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

12. GOVERNMENT DATA PRACTICES

If applicable, Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, non-exclusive right and license, in the United States and territories thereof, to use the trademark(s) provided to Sourcewell by Supplier in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives of both parties. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers by Supplier with Participating Entities must be approved by Sourcewell in writing. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

E. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent. Notwithstanding the foregoing and subject to Sourcewell's written consent with respect to each use, T-Mobile may use the Sourcewell's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by T-Mobile.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner (but in no event longer than twenty (20) calendar days), as specified above, the parties will escalate the dispute to a higher level of management (at least VP-level). The parties will then have thirty (30) calendar days to resolve the outstanding dispute. In the event the parties cannot resolve the dispute within the 30 calendar day period described above, each party may pursue any and all legal and equitable remedies available to it with respect to such dispute.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, claims arising from Supplier’s independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit.

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier’s professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent via email to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. With the Exception of workers' compensation, Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must provide reasonably prompt notification to Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). Not-applicable INTENTIONALLY LEFT BLANK

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Not-applicable

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Not-applicable

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. Not-applicable

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

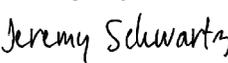
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

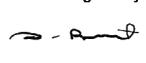
22. TERMINATION

- A. TERMINATION FOR CAUSE. Either party may terminate this Contract in the event that (i) the other party commits a material breach of its obligations, representations or warranties hereunder, and (ii) such breaching party fails to cure such breach within twenty (20) business days after the breaching party receives written notice of such breach from the non-breaching party.
- B. TERMINATION FOR CONVENIENCE. Sourcewell or Supplier may cancel or terminate this Contract at any time, without cause, upon sixty (60) days’ written notice to the other party.
- C. Termination of this Contract does not relieve either party of financial, Product, or Service obligations incurred or accrued prior to termination.
- D. PARTICIPATING ENTITY ENROLLMENT AGREEMENTS. If Sourcewell or Supplier terminates this Contract under this Article, the termination or survival of existing Participating Enrollment Agreements shall be determined in accordance with the Term section of the applicable Participating Entity Enrollment Agreement.
- E. T-MOBILE RIGHT TO SUSPEND OR TERMINATE MEMBER. T-Mobile and Participating Entity’s rights to terminate an individual Participating Entity Enrollment Agreement is articulated in the terms and conditions provided in the Participating Entity Enrollment Agreement.

Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 6/4/2024 | 11:24 AM CDT
 Date: _____

T-Mobile USA, Inc.

DocuSigned by:

 8F686CC9343743C...
 By: _____
 David Bezzant
 Title: Vice President T-Mobile for Government
 6/4/2024 | 6:31 AM PDT
 Date: _____

Legal Approved by:

DocuSigned by:

 B690B61B18D2433...

T-Mobile USA, Inc. Legal Department

ATTACHMENT A

WIRELESS SERVICES PRICING & POLICIES

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ATTACHMENT B**SOURCEWELL PARTICIPATING ENTITY ENROLLMENT AGREEMENT**

Participating Entity Name: _____ (**“Participating Entity”**)

Is the Participating Entity a Non-Profit (501(c)3) organization: __Yes or __No

Address: _____

Billing Address (if different from above): _____

This Participating Entity Enrollment Agreement for Wireless Services (this **“Enrollment Agreement”**) is between **T-Mobile USA, Inc.**, a Delaware company, **as contracting agent on behalf of the applicable T-Mobile affiliates providing the Products and Services “T-Mobile”**) and Participating Entity.

T-Mobile USA, Inc. and Sourcewell (**“Customer”**) entered into a Contract (Contract Number: (031924-SPT)) (the **“Customer Agreement”**) dated on [REDACTED] for T-Mobile to provide wireless products and services to Customer. As provided in the Customer Agreement, Participating Entity may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

T-Mobile and Participating Entity agree as follows:

1. **Relationship of Parties.** By signing this Enrollment Agreement, Participating Entity represents that it is a Sourcewell Participating Entity as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Participating Entity, Participating Entity will be eligible to submit orders (“Order”) for the Products and/or Services set forth in the Customer Agreement.
2. **Terms and Conditions.** By signing the Enrollment Agreement, Participating Entity agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
3. **TERM.** The term of this Enrollment Agreement (the **“Term”**) begins on the date the last party signs this Enrollment Agreement (**“Effective Date”**) and will remain in effect until either T-Mobile or Participating Entity exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or T-Mobile or (B) Participating Entity ceases to meet the eligibility requirements set forth Customer Agreement, then T-Mobile may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Participating Entity, or (2) terminate this Enrollment Agreement by giving Participating Entity 60 days' prior written notice.
4. **SERVICES.** Participating Entity may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Participating Entity is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.
5. **OTHER TERMS AND CONDITIONS**
 - A. Participating Entity agrees that T-Mobile’s Standard Government Terms and Conditions for Communications Services (**“TfG Terms and Conditions”**), as posted at <https://www.t-mobile.com/business/terms-and-conditions> (the **“Terms and Conditions Website”**) and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all T-Mobile Products and Services acquired or used under this Enrollment Agreement. Participating Entity’s use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the **“TfG Services and Products; Third-Party Solutions”** section of the Rates and Conditions Website (**“Product Terms and Conditions”**), including the Wireless Services

Product Annex. For the purpose of this Enrollment Agreement, "Customer" as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Participating Entity.

- B.** Participating Entity agrees that T-Mobile and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
- C.** Participating Entity agrees that this Enrollment Agreement is only for the benefit of Participating Entity. Participating Entity's contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not eligible to purchase under this Enrollment Agreement.
- D.** Participating Entity agrees that T-Mobile may provide reports to Sourcewell consisting of Participating Entity's name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Participating Entity and delivered to T-Mobile after signing. Upon Participating Entity's execution of this Enrollment Agreement, it shall be deemed accepted by T-Mobile without counter-signature; provided that, Participating Entity does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Participating Entity shall render this Enrollment Agreement null and void.

[Participating Entity Legal Name]

Signed By

Name _____
(print or type)

Title _____
(print or type)

Phone _____

E-Mail _____

Address _____

Date Signed (required)
Sourcewell Participating Entity Number (required): _____

Once this form is complete, if not submitting electronically then email to: sourcewell@t-mobile.com OR For questions, please send to: sourcewell@t-mobile.com

5-31-24

RFP 031924 - Wireless Voice and Data Services with Related Solutions, Equipment, and Accessories

Vendor Details

Company Name: T-Mobile USA, Inc.
Does your company conduct business under any other name? If yes, please state: T-Mobile
Address: 12920 SE 38th Street
Bellevue, Washington 98006
Contact: Scott Vogel
Email: Scott.Vogel@T-Mobile.com
Phone: 941-477-3105
Fax: 425-378-4040
HST#: 91-1983600

Submission Details

Created On: Tuesday January 16, 2024 10:37:35
Submitted On: Monday March 18, 2024 12:36:05
Submitted By: Scott Vogel
Email: Scott.Vogel@T-Mobile.com
Transaction #: 5beba816-94ae-4f31-bbb4-ae2c2fd083eb
Submitter's IP Address: 136.226.54.92

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	T-Mobile USA, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	T-Mobile
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3BQL1
5	Proposer Physical Address:	12920 SE 38th Street, Bellevue, WA 98006
6	Proposer website address (or addresses):	www.T-Mobile.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: David Bezzant Title: Vice President, T-Mobile for Government Address: 12920 SE 38th Street, Bellevue, WA 98006 Email: David.Bezzant@T-Mobile.com Phone: 425.331.7018
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Shannon Hewitt-Tapp Title: State Industry Segment Advisor, T-Mobile for Government Address: 12920 SE 38th Street, Bellevue, WA 98006 Email: Shannon.Hewitt-tapp@T-Mobile.com Phone: 916.568.4495
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Tom Weaver Title: Industry Segment Advisor, T-Mobile for Government Address: 12920 SE 38th Street, Bellevue, WA 98006 Email: Tom.Weaver@T-Mobile.com Phone: 425.331.7118

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Company History</p> <p>We trace our roots to the 1994 creation of VoiceStream Wireless PCS as a subsidiary of Western Wireless Corporation. After its spinoff from parent Western Wireless in 1999, Deutsche Telekom AG purchased VoiceStream in 2001 and renamed T-Mobile USA, Inc., in July 2002.</p> <p>In 2013, T-Mobile and MetroPCS merged and started trading as T-Mobile U.S. On April 1, 2020, T-Mobile completed its merger with Sprint Corporation. Based in Bellevue, Wash., T-Mobile provides services through its subsidiaries and operates its flagship brands, T-Mobile and Metro by T-Mobile.</p> <p>Core Values</p> <ul style="list-style-type: none"> • Love Our Customers - We don't just do customer service. We do customer love. We listen, resolve their pain points, and put them first. • One Team, Together - We celebrate each other. Listen to and empower each other. INCLUDE each other. We value what each person brings. That's how we win. • Dream Big and Deliver - We aim high. We step out. Take smart risks and own our results. We act like owners because we ARE owners. • Do It The Right Way-Always - We do the right thing. For our customers, our shareholders, society, and each other. Every time. • We Won't Stop - We are relentless. Striving. Never complacent. We find a way, busting down barriers. We don't wait for change, we make it. <p>Our Mission</p> <p>It's our mission to be the best in the world at connecting customers to their world.</p>	*
11	What are your company's expectations in the event of an award?	T-Mobile's expectations in the event of an award would be expedient negotiations in good faith, development of a mutually beneficial partnership, and continuing communication as new opportunities present themselves to our partnership.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	T-Mobile's 10-K report you're the year ending 2023 has been upload in the documents section.	*
13	What is your US market share for the solutions that you are proposing?	T-Mobile's US market share for the year ending 2022 was 30%.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A T-Mobile is not a native wireless provider in Canada. T-Mobile currently provides 5G roaming and has enabled 5G non-standalone roaming with select roaming partners within U.S. and Canada. Roaming services are provided seamlessly, with all billing and customer service issues handled by T-Mobile.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	T-Mobile has never filed for bankruptcy.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>T-Mobile is a service provider of wireless services.</p> <p>T-Mobile's sales force of 12,643 professionals are located across the US in several remote and physical office locations that are geographically diverse and regionally organized. T-Mobile employees approximately 14,176 support/service staff across 17 US states.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	T-Mobile complies with all current laws, codes, and ordinances set forth by all federal, state, and local authorities having jurisdiction over the area in which services are rendered.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A T-Mobile can declare that during the past ten years it has not had a termination for default under a contract with a government entity and is not currently suspended or debarred by any government agency nor has it been during the past ten years.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	J.D. Power: #1 in customer care In 2023, for the 12th consecutive time, T-Mobile received the top spot for customer care among mobile network operators (MNOs). Opensignal: Best in the world for 5G Availability and 5G Reach Opensignal's 2022 5G Global Mobile Network Experience Awards named T-Mobile US best in the world for 5G Availability and 5G Reach, the only US operator to earn top honors. GTI: Innovative Mobile Service and Application Award T-Mobile was honored for our breakthrough partnership with Pano AI. Together, we are using AI to spot wildfires early, especially in rural areas, so firefighters can react before the blaze gets out of control.	*
20	What percentage of your sales are to the governmental sector in the past three years	T-Mobile does not divide sales by sector. Historically, sales to the governmental sector have been small, but is a focus for growth for T-Mobile.	*
21	What percentage of your sales are to the education sector in the past three years	T-Mobile does not divide sales by sector. Historically, sales to the educational sector have been small, but is a focus for growth for T-Mobile.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	T-Mobile holds national agreements with NASPO, Sourcewell (wireless), and NPPGov in addition to many state and local agreements in the government sector. SLED Sales Aggregated Totals: 2021-\$611M, 2022-\$661M, 2023-\$528M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	T-Mobile holds a GSA contract for wireless as well as the Navy Spiral 3 agreement. Federal Sales Aggregated Totals: 2021-\$53.6M, 2022-\$79.3M, 2023-\$93.5M	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
UF Health Jacksonville	Evelyn Pierce, Information Technology	904.244.7709 (ext. 0) Evelyn.pierce@jax.ufl.edu	*
Miami Beach Police Department	Raul Chavez, Police Information Resource Specialist	305.673.7900 (ext. 26094) Raulchavez@miamibeachfl.gov	*
Kennedy Krieger Institute	Dainel Greiling, Vice President - Information Systems	667.205.4163 Dreiling@kennedykrieger.org	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Government - City (NY)	Government	New York - NY	Wireless Products and Services	<ul style="list-style-type: none"> • 2023 Annual Revenue: \$37,628,296.02 • 2022 Annual Revenue: \$58,640,330.71 • 2021 Annual Revenue: \$48,796,109.98 	<ul style="list-style-type: none"> • 3 Year Total: \$145,064,736.71
Federal Agency (DC)	Government	Maryland - MD	Wireless Products and Services	<ul style="list-style-type: none"> • 2023 Annual Revenue: \$25,419,664.53 • 2022 Annual Revenue: \$21,271,690.75 • 2021 Annual Revenue: \$14,822,654.93 	<ul style="list-style-type: none"> • 3 Year Total: \$61,514,010.20
Federal Agency (DC)	Government	Maryland - MD	Wireless Products and Services	<ul style="list-style-type: none"> • 2023 Annual Revenue: \$17,176,225.56 • 2022 Annual Revenue: \$17,515,038.21 • 2021 Annual Revenue: \$12,738,614.23 	<ul style="list-style-type: none"> • 3 Year Total: \$47,429,878.00
K-12 (NE)	Education	Nebraska - NE	Wireless Products and Services	<ul style="list-style-type: none"> • 2023 Annual Revenue: \$7,857,902.35 • 2022 Annual Revenue: \$13,283,220.01 • 2021 Annual Revenue: \$13,789,267.17 	<ul style="list-style-type: none"> • 3 Year Total: \$34,928,389.53
Federal Agency (DC)	Government	Maryland - MD	Wireless Products and Services	<ul style="list-style-type: none"> • 2023 Annual Revenue: \$11,175,352.97 • 2022 Annual Revenue: \$13,749,243.58 • 2021 Annual Revenue: \$8,724,606.04 	<ul style="list-style-type: none"> • 3 Year Total: \$33,649,202.59

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	T-Mobile's sales force of 12,643 professionals are located across the US in several remote and physical office locations that are geographically diverse and regionally organized.	*
27	Dealer network or other distribution methods.	T-Mobile will rely on our substantial and experienced direct sales force to lead all opportunities.	*
28	Service force.	T-Mobile employees approximately 14,176 support/service staff across 17 US states.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each Sourcewell member order is handled by a dedicated Government Account Executive along with their support teams. For initial account establishment, the Government Account Executive will work with the client to establish a billing account, completing the Participating Entity Enrollment Form, and setup in our customer order and support portal. Orders can be placed by our sales and support staff on customer's behalf in the portal, or customers may self-serve for basic orders. We have provided a section in the additional documents titled T-Mobile Self-Service Order and Reporting Portal or details on the portal's capabilities.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you need support, you shouldn't have to wait on hold or talk to an automated machine. You deserve flexibility and responsiveness, and we offer a few ways to get you the help you need, including options that can support you 24 hours a day, 7 days a week, at no additional cost. Dedicated Account Team We assign support team members specializing in distinct functions (such as engineering or implementation) to help your organization. They will help with your day-to-day needs, such as account questions, billing reports, and processing change requests. You can reach them by email and phone from 8 am to 5 pm local time, Monday through Friday. A member of your account team will also hold quarterly reviews with you. After Hours Support When urgent questions or issues pop up, your team has access to an award-winning team of customer support and technical experts who can help at all hours of the day. You can reach them 24/7 at 1-800-375-1126. Self-service Portal With the self-service portal, your team can review bills and pull customized reports. Our customers find many helpful resources here. You can access the portal 24/7.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	T-Mobile is a trusted provider of wireless services across the United States and will support US Sourcewell members as a result of this award.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	T-Mobile is not a native wireless provider in Canada and will not provide these products and services to Canadian members of Sourcewell or their partners.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	T-Mobile serves the entire United States via utilization of our network assets, and our roaming partners' networks when necessary, to ensure the best possible coverage for all customers. T-Mobile is not a native wireless provider in Canada. T-Mobile currently provides 5G roaming and has enabled 5G non-standalone roaming with select roaming partners within U.S. and Canada. Roaming services are provided seamlessly, with all billing and customer service issues handled by T-Mobile.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	T-Mobile will make this agreement available to all Sourcewell participating entity sectors, including State and Local Government, Higher Education, K-12 Education, and nonprofits.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	T-Mobile is willing and able to provide services to members in Hawaii. T-Mobile is not a native wireless provider in Alaska and U.S. Territories, but does provide 5G roaming and has enabled 5G non-standard roaming with select roaming partners.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded, T-Mobile will promote the new master agreement in collaboration with Sourcewell. These activities may include creation of co-branded materials, webinars and live events, the addition of the agreement details to our website, communication to existing and prospective customers, and other activities as mutually agreed upon. Additionally, T-Mobile will promote the agreement to our sales force, support staff, and marketing staff via education and training programs. Please see attached for a sampling of our extensive marketing materials available.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	T-Mobile has invested heavily in development of data-informed digital marketing capabilities that allow us greater marketing precision and effectiveness in the following areas: <ul style="list-style-type: none"> • Prospect Targeting – Application of behavior and prospect intent signals to identify prospects that demonstrate a higher likelihood of interest and potential engagement with T-Mobile solutions. • Retargeting – Leverage engagement and site visit data to customize retargeting messaging to reach prospects across their decision journeys. • Account Based Marketing (ABM) – Combine intent signals with T-Mobile's curated database insights to identify custom account groupings for specific marketing initiatives. • Optimization – Automated performance data and processes to enable turnkey optimizations, maximizing delivery against priority KPIs. • Security and Privacy Compliance – all marketing activities adhere to rigid Security and Privacy compliance standards to ensure handling, exchanging, or providing PII meets established requirements. All the capabilities outlined above, and more, are used to customize audience delivery across social media, programmatic, data/intent partners (e.g., Tech Target, Madison Logic) and other channels.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	T-Mobile considers our relationship with Sourcewell a partnership. As good partners, T-Mobile will continue to collaborate with Sourcewell and will enable Sourcewell as needed with materials and information in support of Sourcewell's activities.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	After initial account enrollment and establishment, Sourcewell participating entities may leverage our online Order Portal to place orders.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We'll train your employees as needed—at no cost From tips and troubleshooting to server management and network updates, we offer ongoing training for teams within your business. Administrative training <ul style="list-style-type: none"> • Account and billing reconciliation • Self-serve and billing management • Account management techniques • Troubleshooting • Escalations End user training <ul style="list-style-type: none"> • Device training • Tips and tricks • Application training • Troubleshooting Deployment training <ul style="list-style-type: none"> • Customized welcome guides • Customized materials and websites Technical and IT training <ul style="list-style-type: none"> • Network updates • Server management • Solution Specific Technical Training

41	Describe any technological advances that your proposed products or services offer.	<p>T-Mobile 5G Innovation Facilities and Programs Overview</p> <p>In support of 5G technology we have multiple facilities and programs to help drive innovation. These items are necessary to help bring 5G to full potential.</p> <p>Our 5G Forward initiative provides a set of tools—a developer platform, innovation centers, venture investment programs, and facilities to assist developers, start-ups and established companies form strategic partnerships to strengthen the 5G innovation ecosystem and help unleash creators to build the 5G future.</p> <p>Our innovation toolbox</p> <p>DevEdge provides developers with resources and capabilities that allow them to create, connect, test, integrate and collaborate with others on prototypes, projects and solutions designed to harness the power and potential of 5G technology.</p> <p>The Tech Experience 5G Hub is a state-of-the-art 24,000 square foot technology innovation center, located just outside of Seattle. At the 5G Hub partners of all sizes can work alongside T-Mobile engineers and access new 5G capabilities before they're broadly deployed.</p> <p>The Curiosity Lab at Peachtree Corners, situated in Peachtree Corners, Georgia, is the nation's first 5G-powered smart community and smart city technology proving ground. The publicly funded living laboratory enables companies to develop and test emerging technologies on a macro scale with live smart city infrastructure, next-generation connectivity, and the most real-world conditions possible today.</p> <p>The T-Mobile Accelerator is an incubator for Augmented Reality (AR) innovation and the lead 5G partner in North America for Qualcomm Technologies' Snapdragon Spaces XR Developer Platform. There, 5G AR innovators can team up with Deutsche Telekom and partners—Beem, VictoryXR, Mawari, Volucap, Immersiv.io—to build new consumer experiences for AR glasses.</p> <p>T-Mobile Ventures is a 5G-focused investment fund, investing in SignalWire and Spectro Cloud. SignalWire is an early leader in Software-Defined Telecom, enabling voice, video, and messaging APIs for developers to create modern communications applications. Spectro Cloud is a Kubernetes enterprise management platform.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>T-Mobile is committed to do our part to protect our planet. This means making business decisions and implementing practices to drive sustainability across our operations and using our unique position and power of scale to empower and enable others to live, work, and connect in a more environmentally sustainable manner.</p> <p>T-Mobile has developed the following objectives to support our commitment to doing right by the environment and continually finding new ways to drive sustainability across our business.</p> <ul style="list-style-type: none"> • Reduce our carbon footprint by measuring and reducing greenhouse gas emissions through science-based targets (SBTs) that address Scope 1, 2, and 3 emissions. • Actively work to increase energy efficiency across our Un-carrier network, data centers, offices, and retail locations. • Build on our foundation of investing in viable renewable and alternative energy solutions to power our operations. • Offer products and services that enable customers to increase their energy efficiency and reduce their greenhouse gas emissions. <p>We partner with associations like the Global e-Sustainability Initiative (GeSI), RE100, Science Based Targets Initiative, United States Green Building Council (USGBC), and others to advance our sustainability work.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>T-Mobile is the only US wireless carrier participating in the Environmental Protection Agency's (EPA) Sustainable Materials Management Electronics Challenge. This program challenges major manufacturers and retailers of electronics to send 100% of the e-waste they collect to third-party certified recyclers, increase e-waste collections, and publish data on recovery and disposal. We received the Gold Tier Award for our 2021 Device Reuse and Recycling program—the third straight year we were recognized with this honor.</p> <p>T-Mobile was recognized in the top 20 of JUST Capital's 2023 Rankings of America's Most Just Companies, including a number one ranking in the telecom industry for environmental impact.</p> <p>T-Mobile also earned an A- for its 2022 CDP Climate Change disclosure.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>T-Mobile is not certified as a WMBE, SBE, or veteran owned business. However, we have a mature supplier diversity program with a mission to provide access and fair and equitable opportunities for all our suppliers and to grow a large supply chain that reflects our diversity and values.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>We've partnered with many school districts to power student equity and achievement, giving us the experience to design and deploy solutions for you.</p> <p>Our solutions are connected by America's largest, fastest, and most awarded 5G network, with extensive coverage abroad, meaning coverage is available wherever your students are.</p> <p>When you're our customer, you'll have a dedicated, experienced team to support you every step of the way.</p>	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the Sourcewell Contract, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.</p> <p>Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the Sourcewell Contract, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.</p> <p>Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the Sourcewell Contract, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.</p> <p>Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the Sourcewell Contract, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.</p> <p>Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.</p>

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the Sourcewell Contract, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software. Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.	*
51	What are your proposed exchange and return programs and policies?	T-Mobile provides a 12-month OEM warranty on new devices purchased from T-Mobile. T-Mobile offers a Warranty Exchange Program where we can assist in warranty claims. To initiate a handset warranty exchange, an authorized user can call our T-Mobile Team of Experts for support.	*
52	Describe any service contract options for the items included in your proposal.	T-Mobile's standard term is 24 months. Specific promotional offers and select products may require an extended term which will be presented to the Participating Entity at time of purchase.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services	T-Mobile continuously monitors its network performance end-to-end, using metrics and KPIs such as availability, accessibility, attainability, and call failure rates. We also track network performance regarding coverage and user experience and benchmarks that compare performance against our competition based on internal and external crowdsourced information, such as Ookla. Corrective actions are both immediate, for example, field engineers troubleshooting and correcting network issues, and longer-term based on coverage, capacity, and performance improvement planning.	*
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	T-Mobile US has network reports and metrics to track customer experience. These reports use internal reporting suites and tools to track multiple metrics and service types. T-Mobile Engineering, Operations, and other key stakeholder organizations have internal objectives against which they measure operational network performance. Metrics include network access and congestion, trouble ticket volume, mean time to repair, customer want date met date, and order installation intervals. Performance reviews against these metrics occur regularly, and areas of improvement are identified. Feedback is reviewed from internal organizations and external customers for areas of improvement. Depending on client requirements and selected solutions, reports can be created and produced upon joint requirements development.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	T-Mobile standard payment terms are net 30-days from the end of customer's last bill cycle. T-Mobile wireless customers have multiple payment options, including: Electronic payment Check payment AutoPay Pay-by-phone T-Mobile.com From your T-Mobile device T-Mobile stores Bank bill pay	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	T-Mobile's Equipment Installment Plan provides an option for customers to pay off their device through monthly installments.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	T-Mobile has uploaded sample of standard transaction documents.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes. Electronic payments can be made via credit card, debit card, or ACH bank account. ACH or debit card are the preferred payment methods.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	T-Mobile will provide a 15% discount off of eligible published government rates. Not all rates or services are eligible for a percentage discount. Due to the ever-changing nature and extensive SKU lists associated with wireless equipment, pricing will be provided to Participating Entities via a quote. This includes extensive promotional offers on equipment that are generally time-bound. Participating entities receive 25% discount on eligible accessories.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell members receive 15% off of eligible rates as displayed in the pricing attachment. Not all rates are eligible for a percentage discount.
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members receive 15% off of eligible rates. Any volume discounts on services (tiered pricing) is outlined in the pricing attachment. Special equipment pricing and offers may be available based on quantity or volume and would be addressed in a quote provided to the Eligible Entity.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	T-Mobile may provide "sourced" equipment to eligible entities billed by T-Mobile. Sourced equipment would be provided via a quote on a case-by-case basis. All services will be provided by T-Mobile and are included in the pricing attachment.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All one-time charges for items like installation, setup, and professional services are included in the Pricing Attachment.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Standard shipping is free of charge. Overnight/expedited shipping may incur additional charges.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Standard shipping is free of charge. Overnight/expedited shipping may incur additional charges. We are not a native provider in Alaska or Canada and would not support offshore delivery at this time.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard shipping and delivery methods apply.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	T-Mobile will provide quarterly administrative fee reporting and payment as we currently provide in our existing wireless agreement. Our onboarding process for new clients includes membership verification and billing hierarchy alignment to a dedicated Sourcewell grouping to ensure pricing is aligned and sales and administrative fees are grouped and reported accurately. Additionally, reports are audited each quarter to verify each client is an active Sourcewell member aligned to a Sourcewell account number as provided by Sourcewell via their membership lists.
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	T-Mobile tracks several key indicators to success, including new account creation, completed enrollment agreements, and sales volume data.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	T-Mobile proposes a 1% administrative fee to be paid quarterly to Sourcewell on gross revenue generated from this agreement (excluding tax).

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>T-Mobile is proposing the below types of equipment, including but not limited to:</p> <ul style="list-style-type: none"> • Basic Cellular Devices • Smartphones - iOS, Android, Other • Stand Alone, Integrated or USB Dongle Cellular Modems • Wi-Fi/Cellular Routers • Tablets that are cellular-network connected • Laptops that are cellular-network connected • Other equipment with a primary purpose for communicating over the cellular carrier network, currently including: <ul style="list-style-type: none"> o Sensors o Cellular-enabled Video cameras o SIM Cards for use in approved devices <p>Accessories:</p> <ul style="list-style-type: none"> • Replacement Batteries • Cases & related accessories • Screen Protectors • Chargers • Cords / cables • Signal Boosters / antennae • Headsets and speakers for use with wireless devices • Keyboards <p>Service Plans that may include a combination of the following:</p> <ul style="list-style-type: none"> • Talk • Text • Data • Mobile Internet/Hotspot • Fixed Wireless • Managed/Professional Services • Installation/Setup Fees • IoT <p>Turnkey Solutions and IoT:</p> <ul style="list-style-type: none"> • Mobile Device Management <ul style="list-style-type: none"> o IBM Maas 360 o Samsung Knox o JAMF Pro o Ivanti Neurons MDM o VMWare • Messaging Solutions

- o Enterprise Messaging
- o Smarsh Message Archiving
- o 3rd Eye Mystic Messaging Archival
- Secure Access Solutions
 - o Secure Wi-Fi
 - o T-Mobile SASE (Secure Access Service Edge)
 - o Static IP
- Mobile Integration/Mobile Substitution Solutions
 - o Marketspark – POTS Replacement/Mobile Integration
 - o Ooma AirDial– POTS Replacement/Mobile Integration
 - o Dialpad – Mobile Integration/Mobile Substitution
 - o MultiLine – Virtual Line offering secure containerized communication on Employee BYOD handsets with any carrier
- Mobile Route Management
 - o Spireon Asset tracking/Fleet Management
 - o Actsoft Encore
 - o Geotab/Fleet Management
- Public Safety Systems
 - o T-Mobile Direct Connect PTT with LMR Integration
 - o ESChat PTT
 - o myDevices Remote Monitoring Solutions
 - o myDevices Push to Alert Solutions
 - o myDevices Remote Counting Solutions
 - o IoT Control Center
- IoT Management
 - o IoT Control Center
- Energy Conservation/Management
 - o myDevices Remote Monitoring Solutions
 - o myDevices Remote Counting Solutions
- Building and Facilities Automation
 - o myDevices Remote Monitoring Solutions
 - o myDevices Remote Counting Solutions
- Asset Management
 - o Geotab Fleet Services
 - o VASTLocate
 - o Spireon Fleet and Asset Management
- Fleet Management Services
 - o Geotab Fleet Management
 - o Spireon

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72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>T-Mobile's network handles more than 75 million 911 calls every year—an average of 205,000 emergency calls every day, and we lead the wireless industry in advancing the use of state-of-the-art location technologies and other innovations to allow rapid emergency response—whether the caller is indoors or outdoors.</p> <p>Building structures can block or diminish GPS signals, resulting in reduced location accuracy for 911 callers while indoors. To combat this, we utilize technologies that combine satellite measurements (when available), Wi-Fi positioning, other device-based sensor information (including barometric pressure sensors), and high-accuracy vertical (Z-axis) location estimates to pinpoint highly accurate and reliable locations for indoor callers – even in multistory buildings.</p> <p>Current FCC regulations require a 'Dispatchable Location' (actionable civic address) or horizontal location within 50 meters and vertical location (altitude) within 3 meters for 80% of wireless 911 calls. T-Mobile meets or exceeds these accuracy benchmark requirements, as regularly demonstrated in the industry Test Bed, and we continue to evaluate new and emerging location technologies as they become available. We also support precise location for Text-to-911 and lead the industry as the first to offer Location-Based Routing (LBR) of 911 calls nationwide. LBR has proven to significantly reduce the need for 911 call transfers, optimizing emergency response and getting needed help to the caller faster.</p> <p>Fueled by our passion for truly improving public safety, we're also moving towards the future as the first wireless carrier to launch Next Generation 911 (NG911) capabilities. T-Mobile has now deployed the Internet Protocol-based connectivity needed to advance NG911 service to benefit 911 callers and public safety in all or parts of 31 states and expanding. This digital infrastructure allows T-Mobile to provide 911 call incident data, including caller location with altitude, in a standardized NG911 format, making emergency communications more efficient and effective.</p> <p>T-Mobile was the first carrier to enable end-to-end NG911 Real-Time Text (RTT) technology. RTT allows T-Mobile customers to communicate with 911 through simultaneous conversational text and voice – text messages can be sent and read at the same time – without the need for teletype (TTY) technology. This is particularly critical for up to 48 million Americans who are Deaf or hard of hearing, as well as those who have speech-related disabilities or are non-native English speakers. RTT also gives public safety centers the ability to make better-informed dispatch decisions during a crisis and shave crucial time off emergency responses. In addition to 911 calls, mobile device users receive emergency alerts and have access to the many mobile apps and services designed to improve safety for individuals and communities. The Wireless Emergency Alerts (WEA) public safety system notifies users with capable mobile devices of dangerous situations in their area that include Imminent Threat Alerts, Presidential Alerts, and Amber Alerts. We're also the first major wireless provider to make the 988-emergency lifeline available to customers. T-Mobile customers needing mental health support can now get it immediately by dialing 988 on the T-Mobile network to be connected directly to the National Suicide Prevention Lifeline, a network of approximately 180 local and state-funded crisis centers.</p>
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Wireless services for voice, data, and messaging: rate plans for unlimited, limited, and pooled data, priority and preemption, interoperability, security, and distributed Antenna Systems (DAS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered within our proposal.
74	Applications, Internet of Things (IoT) and other turnkey solutions, including: location based services, push-to-talk, cloud services, data storage, mobile device deployment, management, and lifecycle services, and connectivity solutions (VoIP, VPN, APN)	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered within our proposal.
75	Devices including smartphones, cell phones, WiFi devices, tablets, and other cellular connected devices, complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered within our proposal.
76	Accessories including, but not limited to, chargers, cases, screen protectors, Bluetooth headsets, headphones, speakers, etc., complementary to the offering of 73-74 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is offered within our proposal.
77	Services such as warranty programs, repairs, replacements, recycling programs, buyback programs, etc. that are complementary to the offering of 73-74 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	This is not offered within our proposal.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe your wireless network including capabilities and speeds, 4G/5G LTE technology, uptime/network availability, dropped call percentage and outages, security/encryption, geographic coverage area, and any advanced or additional network services.	<p>Mobilizing your workforce, enabling your team with new technologies (such as virtual and augmented reality), and enhancing everyday tasks (such as faster downloads or seamless video) all require the right network. When you partner with T-Mobile Business, we offer you the right combination of network coverage, speed, and availability to meet your business demands.</p> <p>With T-Mobile 5G, you have a network ready for innovative solutions such as smart lighting, robotics, connected buildings, and environmental sensors to enable mobile devices and their users with new capabilities and applications. And while 5G gets all the press, our 4G network also covers 99% of the U.S. population.</p> <p>The latest data from Opensignal shows that T-Mobile users have 2.5 times faster download speeds than AT&T users and three times faster than users on Verizon. In 2023, the leading independent testing companies—Ookla and Opensignal — awarded T-Mobile the highest scores in network availability. Our customers have nearly four times as much 5G availability as the next closest network. Compared to our nearest competitor, T-Mobile delivers a 5G signal in more places, offers the fastest network response times, and provides the broadest coverage.</p> <p>All major network components are monitored on a 24/7 basis by our Network Operation Centers (NOC). Network components have both “in-band” and “out-of-band” interfaces for monitoring and controlling functions.</p> <p>T-Mobile follows NIST Cybersecurity Framework (CSF)—security policies based on NIST standards. Best practices, guidelines, and standards are based on OWASP, CSA, CIS benchmark, 3GPP, and GSMA specifications.</p> <p>We have provided additional information regarding our network in the Additional Document file.</p>
79	For services made available in Canada, describe your plan offerings and identify applicable roaming charges, if any.	N/A as T-Mobile is not a native provider in Canada. Rates and roaming charges are addressed in each individual plan offering, including our International Calling add-ons.

80	Describe your policies and processes related to: upgrades; BYOD; number porting; early termination fees; and line minimums.	<p>Upgrades: For proposed plans, T-Mobile's standard upgrade term is 24 months. Users interested in upgrading their device after 24 months will work with their account team to discuss available upgrade options.</p> <p>BYOD: T-Mobile supports BYOD for devices certified to use the T-Mobile network.</p> <p>Number Porting: Porting your wireless lines to T-Mobile Your Implementation Manager (IM) will prepare a plan to port your existing lines from your current provider to the T-Mobile network. This plan will include the migration port date. There is no charge for porting services. Your IM will work with you to compile number porting details, including requested numbers to port, previous provider account number(s), and PIN for porting. The IM will verify that all information is valid, that all lines are eligible for porting, and will manage the migration process. Porting is typically finished within 24 hours of the port date. Completion will be confirmed via a text message sent to each ported number. There may be a 12- to 24-hour period of dual service where inbound calls may still route to the old carrier's phone while outbound calls must be made from the new T-Mobile device.</p> <p>Early Termination Fees: Minimum Activation Period/Termination. If any line of Service that received a Subsidy or any other future credit that T-Mobile may agree to provide to Customer is terminated prior to the end of the Subsidy Term, then Customer agrees to pay or reimburse T-Mobile the pro rata portion of the Subsidy that has been credited by T-Mobile to the Customer for each terminated line of Service (for purposes of illustration only, if Customer terminates the applicable line 12 months following activation, and if T-Mobile has issued a subsidy of \$150 for such line, then Customer will reimburse T-Mobile \$75 (i.e. 50% [12/24 months] X \$150) for such terminated line). Customer may either (i) pay T-Mobile the aggregate amount of issued subsidy for terminated lines of Service which are terminated before the end of the Subsidy Term within 30 days of termination of the affected lines of Service; or (ii) T-Mobile may charge Customer for the Activation Credits issued for each terminated lines of Service and Customer agrees to pay T-Mobile for the Subsidy issued to Customer for the terminated lines within 30 days of issuance of notice by T-Mobile. Additionally, some solutions, plans, or offers may be subject to alternate term lengths that may incur early termination fees or accelerated monthly recurring charge buyout if cancelled before the end of the required term. These term commitments will be presented to the customer as part of the quoting process.</p> <p>Line Minimums: T-Mobile's standard government plans are generally on a single line basis. T-Mobile may occasionally offer promotional rates that require a minimum line commitment.</p>
81	State the available priority and preemption capabilities for public safety use of the network, if any.	<p>T-Mobile offers five (5) levels of priority/preemption to Public Safety customers as defined by the Department of Homeland Security/ Cybersecurity & Infrastructure Security Agency (DHS/CISA). All T-Mobile customers enrolled in Wireless Priority Service (WPS) will receive priority access and preemption across our entire network, comprised of LTE bands 2, 4, 5, 12, 66 and 71 in addition to 5G bands N71, N41, N260 and N261.</p> <p>This capability is available all the time, on all services, without the requirement to request elevation during a time of congestion or emergency. WPS users will have priority access and automatically preempt non-WPS users during emergencies if needed. Our method is simple and consistent with the structure defined by CISA.</p>
82	Describe any incentive or perk programs that you propose for government and/or nonprofit Sourcewell members.	<p>Employees of Sourcewell Eligible Entities as government, education, and first responder employees are eligible for the T-Mobile "Work Perks Program"</p> <ul style="list-style-type: none"> • This program offers discounts or special promotions for employee-liable accounts, which are subject to change • Includes T-Mobile marketing support, including but not limited to: Collateral, Advertising, Participation at "Employee Days" or similar events • For current offers or to enroll, visit: http://t-mobile.com/workperks
83	Describe how proposed discounts on plans and equipment or accessories vary for corporate/organizational accounts, individual accounts, and additional user types. If a relationship between an individual account and organizational/corporate account are required, identify the required relationship. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The products, equipment, and pricing in this proposal are for Corporate/Agency Liable accounts only (CL). Individual/Employee Liable (IL) accounts are eligible for our consumer offers and benefits under T-Mobile's "Work Perks" program as outlined above. For more details visit http://t-mobile.com/workperks. Participating IL accounts are not aligned with the Sourcewell contract.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell Pricing - RFP 031924 - T-Mobile.pdf - Sunday March 17, 2024 09:36:09
 - [Financial Strength and Stability](#) - T-Mobile 10-K_Report_-_Year_end_2023.pdf - Sunday March 17, 2024 09:36:21
 - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Sunday March 17, 2024 09:36:30
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Requested Exceptions](#) - Requested Exceptions.pdf - Sunday March 17, 2024 09:36:43
 - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Sunday March 17, 2024 09:36:51
 - [Upload Additional Document](#) - T-Mobile Cover Letter for Sourcewell RFP 031924.pdf - Monday March 18, 2024 12:34:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Bezzant, Vice President, T-Mobile for Government, T-Mobile USA, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Wireless_Voice_and_Data_RFP_031924 Tue March 5 2024 04:13 PM	<input checked="" type="checkbox"/>	2
Addendum_6_Wireless_Voice_and_Data_RFP_031924 Mon February 19 2024 02:13 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Wireless_Voice_and_Data_RFP_031924 Fri February 2 2024 03:15 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Wireless_Voice_and_Data_RFP_031924 Thu February 1 2024 10:16 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Wireless_Voice_and_Data_RFP_031924 Thu January 25 2024 03:45 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Wireless_Voice_and_Data_RFP_031924 Fri January 19 2024 12:56 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Wireless_Voice_and_Data_RFP_031924 Thu January 18 2024 03:41 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO BOTH
SOURCEWELL CONTRACT #031924-SPT
AND
SOURCEWELL CONTRACT #031924-USC**

THIS AMENDMENT, effective upon the date of the last signature below (“Amendment Effective Date”), is by and between **Sourcewell** and **T-Mobile USA, Inc.** (“T-Mobile”).

- A. Sourcewell entered into the Sourcewell Contract #031924-SPT with T-Mobile, pursuant to Solicitation Number #031924, with an effective date of June 4, 2024;
- B. Sourcewell entered into a contract with USCC Services, LLC, (“USCC”), pursuant to Solicitation Number #031924, with an effective date of May 8, 2024 (“Sourcewell Contract #031924-USC”);
- C. Effective August 1, 2025, T-Mobile US, Inc., completed its acquisition of USCC’s wireless operations. T-Mobile and USCC will continue to perform their respective obligations relating to the Sourcewell Contract #031924-SPT and the Sourcewell Contract #031924-USC;
- D. The Sourcewell Contract #031924-SPT and the Sourcewell Contract #031924-USC will continue in accordance with their respective terms and conditions; and
- E. The goal for T-Mobile, USCC, and Sourcewell is to: (i) bring the Sourcewell Contract #031924-USC Purchasing Entities (the “Sourcewell Contract #031924-USC Purchasing Entities”) under the Sourcewell Contract #031924-SPT; and (ii) honoring the USCC Products and Services listed in the Sourcewell Contract #031924-USC for the benefit of the existing Sourcewell Contract #031924-USC Purchasing Entities.

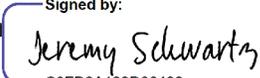
NOW, THEREFORE, the parties amend Sourcewell Contract #031924-USC as follows:

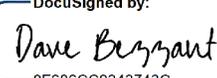
- 1. T-Mobile will coordinate with the Sourcewell Contract #031924-USC Purchasing Entities under the Sourcewell Contract #031924-USC to migrate accounts to the corresponding Sourcewell Contract #031924-SPT. The preferred migration methods will be through either the execution of an amendment with, or an opt in/opt out type notification to, each of the Sourcewell Contract #031924-USC Purchasing Entities to associate each with the Sourcewell Contract #031924-SPT as the governing agreement. Sourcewell Contract #031924-USC will remain in full force and effect until such time as all Sourcewell Contract #031924-USC Purchasing Entities under the Sourcewell Contract #031924-USC migrate to the Sourcewell Contract #031924-SPT.
- 2. All existing wireless Products and Services from the Sourcewell Contract #031924-USC are incorporated by reference into this Sourcewell Contract #031924-SPT for the sole purpose of allowing the continued use by the Sourcewell Contract #031924-USC Purchasing Entities; provided, however, no new Products or Services will be activated under Sourcewell Contract #031924-USC.
- 3. Until such time as the Sourcewell Contract #031924-USC Purchasing Entities migrate to the T-Mobile Network, USCC will continue to provide and offer existing USCC Products and Services to

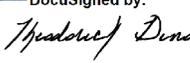
existing Sourcewell Contract #031924-USC Purchasing Entities on the USCC Networks and via separate USCC invoices in accordance with the incorporated pricing, terms and conditions of the Sourcewell Contract #031924-USC. Such pricing, terms and conditions include but are not limited to, the applicable sections for Billing, Payment, Administrative Fees, Detailed Usage Reports in their entirety from the Sourcewell Contract #031924-USC.

4. Pricing from the Sourcewell Contract #031924-USC will be honored by T-Mobile but will continue to be governed by the Sourcewell Contract #031924-USC for existing Purchasing Entities using the existing USCC Products and Services.
5. It is further agreed that as of the Amendment Effective Date, and until such time as the as the Sourcewell Contract #031924-USC Purchasing Entities migrate to the T-Mobile Network, only existing Sourcewell Contract #031924-USC Purchasing Entities are permitted to continue to purchase and use the USCC Products and Services an Sourcewell will no longer market Sourcewell Contract #031924-USC. Except as provided in the preceding sentence, all existing and new Purchasing Entities under the Sourcewell Contract #031924-SPT, and all Orders under new accounts will be limited to purchasing T-Mobile Products, Services and solutions. Sourcewell Contract #031924-USC Purchasing Entities will be permitted to purchase T-Mobile wireless Products and Services under the Sourcewell Contract #031924-SPT on separate T-Mobile account(s).
6. To facilitate contract administration, the parties agree that T-Mobile will sign on behalf of USCC.

Except as amended, Sourcewell Contracts #031924-USC and #031924-SPT remain in full force and effect.

Sou ^{Signed by:}

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 By: _____
 Jeremy Schwartz
 Chief Operating & Procurement Officer
 Date: 2/18/2026 | 9:09 AM CST

T-N ^{DocuSigned by:}

8F686CC9343743C...
 By: _____
 David Bezzant
 VP, T-Mobile Government
 Date: 2/18/2026 | 7:08 AM PST

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 Theodorick Dino
 T-Mobile USA, Inc. Legal Dept.