



Solicitation Number: RFP #020624

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 7, 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 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee (Administrative Fee) to Sourcwell 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 Sourcwell 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 Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell 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 Sourcwell 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.

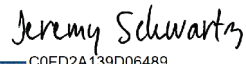
B. TERMINATION FOR CONVENIENCE. Sourcewell or Supplier may cancel or terminate this Contract at any time, without cause, upon sixty (60) days' written notice to the other party.

C. Termination of this Contract does not relieve either party of financial, Product, or Service obligations incurred or accrued prior to termination.

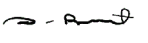
D. PARTICIPATING ENTITY ENROLLMENT AGREEMENTS. If Sourcewell or Supplier terminates this Contract under this Article, the termination or survival of existing Participating Enrollment Agreements shall be determined in accordance with the Term section of the applicable Participating Entity Enrollment Agreement.

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:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 6/4/2024 | 9:56 AM CDT

T-Mobile USA, Inc.

DocuSigned by:

 By: 8F686CC9343743C...
 David Bezzant
 Title: Vice President T-Mobile for Government
 Date: 6/4/2024 | 7:09 AM PDT

Legal Approved by:

DocuSigned by:

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T-Mobile USA, Inc. Legal Department

ATTACHMENT A

WIRELESS SERVICES PRICING & POLICIES

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ATTACHMENT B

SOURCEWELL PARTICIPATING ENTITY ENROLLMENT AGREEMENT

(5G ANS Private Network Services)

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 5G ANS Private Network 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: (020624-SPT)) (the **“Customer Agreement”**) dated on [REDACTED] for T-Mobile to provide private wireless products and services to Customer. As provided in the Customer Agreement, Participating Entity may purchase private wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement (such private wireless Products and Services is referred to as **“5G ANS Private Network Services”**).

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 TfG Master Account Wireless Services Product Annex posted in the “TfG Services and Products; Third-Party Solutions”) section of the Terms and Conditions Website (**“Product Terms and Conditions”**). 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.

5G ANS Private Network Addendum. Participating Entity also agrees that it will sign a T-Mobile 5G ANS Private Network Addendum that will govern Customer's purchase and use of T-Mobile's 5G ANS Private Network Services, a sample of which is hereby incorporated by reference as Attachment 1 and made part of this Enrollment Agreement.

- 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

v5-31-24

SAMPLE DRAFT – NOT FOR EXECUTION

SOURCEWELL PARTICIPATING ENTITY ENROLLMENT AGREEMENT

ATTACHMENT 1

T-MOBILE 5G ANS PRIVATE NETWORK ADDENDUM

This T-Mobile 5G ANS Private Network Addendum (this “**Addendum**”) which will be made effective as of the date the second Party signs below (the “Addendum Effective Date”), is by and between T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”), and [PARTICIPATING ENTITY], a(n) [state of formation] [type of entity, e.g., school district, or municipality], with its principal place of business at [Customer address] (“[Short Name]” or “Customer”), supplements the terms of the Master Services Agreement (as defined below) between T-Mobile and Customer. For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

References to “Master Services Agreement” in this Addendum mean: the Sourcewell Contract Number 020624-SPT, as amended (the “Sourcewell Contract”), by and between Sourcewell, a service cooperative created under the laws of the State of MN, (“Sourcewell”) and T-Mobile. The Master Services Agreement, and this Addendum shall be collectively referred to as the “Agreement”. The 5G ANS Private Network Services (as defined below) are considered “Services” under the Agreement.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“Order”). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

The following terms and conditions in this Addendum, govern Customer’s purchase and use of 5G ANS Private Network Services (as defined below) and will be considered “Services” under the Agreement. Unless defined in this Addendum, the capitalized terms in the Agreement will apply to this Addendum.

1. 5G ANS Private Network Services. T-Mobile helps customers design, procure, deploy and maintain private wireless networks at specific locations (collectively, the “**5G ANS Private Network Services**”). A description of the deployment of 5G ANS Private Network Services in a specified location, related technical requirements and the associated pricing are included in Exhibit A to this Addendum. The Parties may agree, from time to time after the an Amendment Effective Date, on additional deployments of 5G ANS Private Network Services. The details of any additional deployments will be included in new Exhibits added to this Addendum via amendment after the Addendum Effective Date. The Exhibits detailing each deployment will include the technical parameters of the proposed 5G ANS Private Network Services, a description of the equipment and other technology purchased by Customer to support the deployment, a proposed site configuration, the monthly recurring charge (“**MRC**”) that would be payable by Customer, and any upfront charges payable by Customer that would not be included in the MRC. Each exhibit or set of exhibits included or added to this Addendum that describe a particular deployment of 5G ANS Private Network Services will be deemed an “Order” under the Agreement. If Customer requests additional 5G ANS Private Network Services after the Parties have agreed to an Order, the Parties will follow the process described in this Section to develop a new Order or the Parties may amend the existing Order. T-Mobile is only obligated to provide, and Customer is only obligated to purchase, the 5G ANS Private Network Services described in an Order. In the event of any conflict between the terms of an Order and the terms of this Addendum or the Agreement, the terms of this Addendum or the Agreement will control.

2. Design and Deployment Dates. Once the Parties have agreed to an Order, T-Mobile will promptly commence the design, site configuration, equipment procurement and other activities necessary to deploy the relevant 5G ANS Private Network Services (“**Pre-Deployment Services**”). T-Mobile will use good faith efforts to complete Pre-Deployment Services within any timeframe described in the Order. Customer acknowledges that aspects of Pre-Deployment Services are outside of T-Mobile’s control. As part of Pre-Deployment Services, the Parties will identify

targeted installation dates for the 5G ANS Private Network Services (“**Deployment Date(s)**”) at the location specified in the Order (“**Approved Location**”). All 5G ANS Private Network Services will be used by the Customer solely at the Approved Locations identified in an Order and will not be incorporated into or used in conjunction with other equipment or services used by Customer unless specifically authorized by T-Mobile in a written Order or an amendment to this Addendum signed by both Parties. T-Mobile may modify Deployment Dates, provided that any new Deployment Dates are subject to Customer’s written approval (not to be unreasonably withheld).

3. Deployment.

3.1 On the agreed Deployment Dates, T-Mobile will deploy any equipment and other technology deployed by T-Mobile for the 5G ANS Private Network Services at the Approved Location (“**Deployment Services**”). Customer grants to T-Mobile a license to use the spaces on and within the Approved Location that are necessary to design, install, operate, maintain, upgrade, inspect, replace, repair and manage T-Mobile’s 5G ANS Private Network Services and to install, operate, maintain, upgrade, inspect, replace, repair and manage associated equipment in order to provide 5G ANS Private Network Services to Customer. T-Mobile will also have reasonable access to, over and across portions of the Approved Location to enable T-Mobile to exercise its rights and obligations under this Addendum, including ingress, egress and telecommunication and utility connections to and from the 5G ANS Private Network Services provided by T-Mobile. Customer also grants T-Mobile the right to connect the 5G ANS Private Network from a mutually agreed upon electrical power source on or about the Approved Location, and Customer will pay the costs for all 5G ANS Private Network Services usage of electricity, and other costs related to its facility where the 5G ANS Private Network Services will be provided (such as, but not limited to, lease costs).

3.2 All equipment or other technology deployed for the 5G ANS Private Network Services must be provided by T-Mobile. If T-Mobile has approved in writing the deployment of equipment, software, spectrum, content, technology or materials procured or owned by Customer (“**Customer-Sourced Technology**”), as part of the 5G ANS Private Network Services, T-Mobile may, but is not required to, provide Deployment Services relating to the Customer-Sourced Technology.

3.3 Once the Deployment Services have been completed to T-Mobile’s satisfaction, T-Mobile will provide Customer with notice of completion (which may be given via email) and allow Customer a reasonable period (not to exceed five (5) business days) to test the 5G ANS Private Network Services and provide feedback to T-Mobile. T-Mobile will reasonably consider and, to the extent it is consistent with the Order, reasonably address Customer’s feedback and will then notify Customer in writing (which may be done via email) that the Deployment Services are completed and the 5G ANS Private Network Services have been activated (“**Activation Date**”).

3.4 Customer acknowledges that T-Mobile may determine, during the performance of the Deployment Services, that additional equipment or professional services are required beyond what is included in the Order, for a successful deployment of the 5G ANS Private Network Services. In such cases, T-Mobile will notify Customer of the additional equipment or professional services needed and the associated costs. Customer will not unreasonably withhold its consent to any request from T-Mobile if such request is needed for a successful deployment of the 5G ANS Private Network Services. If Customer refuses to agree to any request for additional equipment or professional services that are necessary to the successful deployment of the 5G ANS Private Network Services, such refusal will, at T-Mobile’s option, be deemed a termination of the relevant Order for convenience by Customer. Otherwise, any new equipment and professional services and any adjustments to the MRC to account for the associated costs will be added through an amendment to the relevant Order.

3.5 Customer represents and warrants on a continuing basis that Customer has all necessary rights, licenses and permissions from all necessary parties, including landlords, mortgagees, or property management companies, for the placement of any equipment or other technology that is part of the 5G ANS Private Network Services at the Approved Location and otherwise to grant all rights given to T-Mobile under this Addendum. Customer agrees to resolve, at its cost, any interference with the deployment of the 5G ANS Private Network Services at the Approved Location.

4. Use of T-Mobile's Public Network. If 5G ANS Private Network Services include the use, by Customer, of T-Mobile's public, wireless network that T-Mobile uses to provide wireless service to its customers ("**Public Network**"), Customer's use of the Public Network will be governed by the Agreement and additional T-Mobile's terms applicable to use of the Public Network and, unless otherwise specified in the Order, any fees and charges associated with use of the Public Network will apply and be additional to the MRC and other charges in the Order. To support such use of the Public Network, T-Mobile authorizes Customer to broadcast the T-Mobile Public Land Mobile Network Identification (individually a "**PLMN ID**" or collectively "**PLMN IDs**") identified in an Order on any equipment that has been specifically authorized by T-Mobile. T-Mobile provides this authorization to allow Customer to broadcast the PLMN ID to allow Customer devices to use the Public Network. T-Mobile's authorization of the PLMN ID is conditioned upon Customer's strict adherence to the terms of this Addendum and the Agreement. T-Mobile shall at all times have the right to control the broadcast of the frequencies used in the 5G ANS Private Network Services at the Approved Location including, but not limited to, the right to immediately suspend or terminate the rebroadcast and/or use of frequencies used in the 5G ANS Private Network Services at any time for any reason. If the 5G ANS Private Network Services includes use of the Public Network, (a) Customer must immediately suspend broadcasting all PLMN IDs if requested by T-Mobile and (b) T-Mobile may, at its sole and unfettered discretion, disconnect the connection from the Approved Location to the T-Mobile Network, thereby disabling Customer's access to the Public Network.

5. Maintenance and Support.

5.1 Following the Activation Date, T-Mobile will provide maintenance and support services for the 5G ANS Private Network Services with a goal of maintaining consistent availability of the 5G ANS Private Network Services at the Approved Location. Customer will provide T-Mobile, its employees, agents and contractors reasonable access to the Approved Location during the applicable Deployed Services Term (as defined below) at reasonable times to provide maintenance and support services for the 5G ANS Private Network Services. In the event of an emergency, as defined by T-Mobile, T-Mobile shall have access to the Approved Location 24 hours per day, 7 days per week. Customer will provide the appropriate contact information to T-Mobile after the Deployment Services are completed so that T-Mobile may obtain access to the Approved Location during off hours when a representative of Customer is not available. T-Mobile will provide the appropriate technical instructions and support contact information after the Deployment Services are completed. Other additional details regarding the maintenance and support services provided by T-Mobile are included in the relevant Order. Unless specified in the Order, the fees associated with T-Mobile's maintenance and support are included in the MRC paid by Customer. If the Order provides for separate charges for maintenance and support, those fees will be separately itemized on Customer's invoice. Upon notice to Customer, T-Mobile will have the right to alter, replace, enhance and upgrade the 5G ANS Private Network Service, including, but not limited to, any necessary modifications to the deployment, during the applicable Deployed Services Term.

5.2 Customer will not (and will not allow any third party) to move, repair, modify, supplement or otherwise change the 5G ANS Private Network Services or any equipment or other technology deployed by T-Mobile ("**Unauthorized Modification**") without T-Mobile's express prior written consent. Customer will take all actions necessary to ensure that it does not cause electronic, physical or other interference with any equipment or operation of the 5G ANS Private Network Services, the Public Network, or any third party. To the extent such interference exists, Customer will promptly remove any such interference at its sole expense. Customer agrees to suspend operation of the 5G ANS Private Network Services within four (4) hours of notification by T-Mobile or a third party of any interference caused by Customer operation of the 5G ANS Private Network Services, unless the 5G ANS Private Network Services includes use of the Public Network, and, in such case, Customer must immediately suspend operation of the 5G ANS Private Network Services. Customer is solely responsible, will indemnify T-Mobile, and hold T-Mobile harmless for any and all costs, expenses, damages and liabilities that arise from Unauthorized Modifications to the 5G ANS Private Network Services or arising from any interference caused by operation of the 5G ANS Private Network Services. Customer will provide T-Mobile and its designated subcontractors with reasonable access to any Approved Location for purposes of performing maintenance and support.

6. Customer-Sourced Technology. Customer uses Customer-Sourced Technology at its own risk and is solely responsible for all costs, fees and expenses relating to the Customer-Sourced Technology. T-Mobile accepts no responsibility for, makes no warranty regarding, and does not endorse any Customer-Sourced Technology. Customer must obtain T-Mobile's express prior, written consent to use any Customer-Sourced Technology as part of the 5G ANS Private Network Services deployment. T-Mobile may give or withhold its consent in T-Mobile's sole discretion. Unless otherwise agreed by T-Mobile in the Order or in this Addendum, Customer will be solely responsible for all maintenance and support relating to the Customer-Sourced Technology and for coordinating support from Customer's original equipment manufacturers and resellers.

7. Subscription; Billing; Fees. T-Mobile will invoice Customer for the 5G ANS Private Network Services. The MRC and any one-time charges will be specified in the Order. Unless specified in the Order, (a) T-Mobile will begin invoicing the MRC to Customer on the Activation Date and (b) the MRC includes any Pre-Deployment Services by T-Mobile (including the acquisition of equipment), any Deployment Services, the provision of 5G ANS Private Network Services and maintenance and support. T-Mobile reserves the right to assess and require the payment of upfront amounts, including where it determines that the scale and scope of the deployment requires such payment or in cases where it determines the Customer's credit rating makes such payment appropriate. If the Order includes fees or charges other than the MRC, including any upfront charges for the purchase of equipment or the performance of professional services, those amounts will be itemized separately on Customer's invoice. The Parties may agree to additional services outside the scope of an Order and Customer will pay any associated charges specified by T-Mobile for such additional services. All invoiced amounts will be paid by Customer in accordance with the payment terms in the Agreement. T-Mobile may suspend the performance of any Pre-Deployment Services, Deployment Services or other 5G ANS Private Network Services until Customer makes timely payment of amounts owing.

8. Equipment Terms. All equipment provided by T-Mobile as part of the 5G ANS Private Network Services remains the property of T-Mobile. The Order will include an asset list as detailed in Exhibit B to this Addendum and will be amended if equipment is added to or removed from the deployment. Customer agrees that all T-Mobile equipment will be clearly tagged and labeled as the exclusive property of T-Mobile, that T-Mobile may take any appropriate measures to protect its ownership interests in its equipment as permitted by law, and that Customer will cooperate as needed to protect T-Mobile's ownership interests in the T-Mobile equipment. Customer will not attach any Customer equipment to any equipment of T-Mobile without T-Mobile's prior, written consent. As a precaution, Customer grants T-Mobile a first-priority security interest in the equipment and any attachments and proceeds therefrom to secure Customer's obligations to T-Mobile and authorizes T-Mobile to file any financing statements or other documents T-Mobile deems necessary with governmental authorities to evidence or protect T-Mobile's interest. Customer is responsible for ensuring that use of the T-Mobile equipment is solely limited to the 5G ANS Private Network Services. Customer will not make any Unauthorized Modifications. Customer is solely responsible for insuring and replacing any equipment that it damages, loses, or that is stolen or otherwise becomes unaccounted for while in the custody or control of Customer, and any and all costs, damages or liabilities that result from any equipment that is damaged, lost, stolen or otherwise become unaccounted for while in the custody or control of Customer. T-Mobile is not responsible for any service disruptions due to any loss or damage to equipment unless it is caused by T-Mobile or its subcontractors.

9. 5G ANS Term and Termination. The term of this Addendum commences on the Addendum Effective Date and shall continue for [XXX years] ("**5G ANS Initial Term**"). Upon expiration of the 5G ANS Initial Term, this Addendum will continue on a month-to-month basis until a Party gives notice of non-renewal not less than sixty (60) days prior to the end of the then-current term. Unless otherwise specified in an applicable Order, each Order will commence at the time the Order becomes part of this Addendum and continue until expiration of the term for the 5G ANS Private Network Services described in that Order ("**Deployed Services Term**"). Unless otherwise agreed to in the relevant Order, upon expiration of the Deployed Services Term of an Order, the Deployed Services Term will automatically renew and continue on a month-to-month basis until a Party gives notice of non-renewal not less than sixty (60) days prior to the end of the then-current term. The MRC, plus any applicable one-time charge(s) described in any Order will continue to apply during any renewal term. A Party may terminate this Addendum or any Order in

accordance with the termination sections of the Agreement. Upon termination, Customer will promptly pay T-Mobile any unpaid MRC and other amounts owing with respect to the terminated 5G ANS Private Network Services, such as, but not limited to, the recovery of the Remaining Balance described in Section 10 below. Unless contained in the Agreement or this Addendum, termination or expiration of an Order or this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. If any Order remains in effect upon the expiration or termination of the Agreement or this Addendum, and is not terminated by a Party in accordance with the Agreement, the Order will continue in effect and the terms of the Agreement and this Addendum will continue to govern the Order. Except as provided in the preceding sentence, this Addendum and all rights and obligations, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 11 (Decommissioning of 5G ANS Private Network Services/Wind Down), 12 (Disclaimers), and 15 (5G ANS Indemnification by Customer).

9.1 Customer Termination Obligations. In the event Customer terminates the 5G ANS Private Network Services in any Approved Location or the 5G ANS Private Network Services under this Addendum, Customer will provide written notice to T-Mobile as indicated in Section 13 (Notices) of the Agreement.

10. Recovery of Costs in the Event of Early Termination. If Customer terminates any Order for convenience, or T-Mobile terminates any Order for cause before the end of the Deployed Services Term for the Order, Customer will pay T-Mobile an amount necessary to compensate T-Mobile for any costs incurred in providing the Pre-Deployment Services (including, but not limited to, the purchase of equipment, the cost of any fiber connection termination fees, or OEM support fees, etc.) and Deployment Services that have not been recovered by T-Mobile through Customer's payment of the MRC or other itemized charges ("**Remaining Balance**"). T-Mobile will calculate the Remaining Balance in good faith following any such termination and will notify Customer of the amount owed. Customer will pay such amount to T-Mobile within thirty (30) days after receipt of T-Mobile's notice. Any Remaining Balance is designed to compensate T-Mobile for unrecovered amounts expended on a Customer's behalf, and is not a penalty or liquidated damages. Customer's payment of the Remaining Balance will not prevent T-Mobile from pursuing any other rights or remedies available to T-Mobile at law, in equity or by contract (including due to a breach of this Addendum).

11. Decommissioning of 5G ANS Private Network Services/Wind Down. Upon the expiration or termination of any Order, Customer will provide reasonable cooperation to T-Mobile in decommissioning the relevant 5G ANS Private Network Services. Such cooperation will include, without limitation, making all T-Mobile-owned equipment and technology available to T-Mobile for pickup, decommissioning any Customer-Sourced Technology and decoupling any Customer-Sourced Technology from any T-Mobile equipment or technology, and the deletion of any digital assets, software or other T-Mobile assets used by Customer in connection with receiving the 5G ANS Private Network Services. If any wind-down period is specified in the Order, or T-Mobile agrees to a wind-down period as part of the decommissioning process, Customer will continue to pay the relevant MRC for any 5G ANS Private Network Services provided after termination or expiration of the relevant Order and this Addendum will continue to govern the 5G ANS Private Network Services. Customer will give T-Mobile any access that it requires to the Approved Location in connection with the decommissioning of any 5G ANS Private Network Services. Customer acknowledges and agrees that T-Mobile will control the process and logistics associated with recovering T-Mobile equipment ("**Recovery Process**") and will reasonably cooperate with T-Mobile. Customer will promptly reimburse T-Mobile upon demand for any additional costs incurred by T-Mobile due to Customer's failure to cooperate with the Recovery Process or this Section 11.

12. Responsibility for 5G ANS Private Network Services. Customer acknowledges that T-Mobile does not guarantee the uptime or availability of the 5G ANS Private Network Services and that Customer controls the manner in which it uses the 5G ANS Private Network Services. To the extent an Order includes any service levels, Customer's sole and exclusive right and remedy, and T-Mobile's sole and exclusive obligation, in the event of any failure by T-Mobile to meet such service level(s), will be the provision by T-Mobile of any associated credits described in the Order, if any, to be applied against future MRCs or other amounts invoiced by T-Mobile. In no event will Customer be permitted to pursue an additional claim for damages or other liability. Customer acknowledges and agrees that in

no event will T-Mobile be responsible for any failure to meet any service level or for any disruption in service if such failure or disruption results from (a) any Unauthorized Modification, (b) Customer's use of Customer-Sourced Technology, (c) the actions or inactions of Customer or any third party, other than a subcontractor performing services on behalf of T-Mobile, (d) circumstances, conditions or events beyond T-Mobile's reasonable control, (e) use of the 5G ANS Private Network Services for any use case not contemplated in this Addendum, (f) use of the 5G ANS Private Network Services outside of the Approved Location, (g) use of the 5G ANS Private Network Services with any devices that have not been approved by T-Mobile, or (h) Customer's breach of the Agreement or this Addendum.

13. Disclaimers. In addition to the disclaimers in the Agreement and elsewhere in this Addendum, the following additional disclaimers apply to the 5G ANS Private Network Services:

13.1 T-Mobile does not warrant that Customer's use of the 5G ANS Private Network Services will be fit for the purposes intended and Customer waives any implied warranties, including warranties of merchantability or fitness for a particular purpose.

13.2 Customer is solely responsible for all uses of 5G ANS Private Network Services, must ensure such operation is in compliance with all applicable laws and regulations, and must ensure that its actions do not impact or cause T-Mobile to be unable to comply with any legal, regulatory or other similar obligation.

13.3 Customer acknowledges and agrees that data may be stored or transmitted through third-party facilities, third-party services or common carriers, including without limitation the internet, in the course of using the 5G ANS Private Network Services. T-Mobile is not responsible for the acts or omissions of any third parties or for any loss of data while in the possession, custody or control of any such third party.

13.4 Customer acknowledges that the 5G ANS Private Network Services are only compatible with devices approved by T-Mobile for use with the 5G ANS Private Network Services. The 5G ANS Private Network Services cannot be used with the network of any other carrier.

13.5 Customer acknowledges that the 5G ANS Private Network Services are intended for use for data transmission only and do not have voice call capabilities. The 5G ANS Private Network Services cannot be used and are not designed for E911 purposes or any other purposes that require voice capabilities.

14. Warning – Equipment Installation/Service. Customer will not make any Unauthorized Modifications to the 5G ANS Private Network Services, including any equipment or other technology deployed as part of the Deployment Services. Improper installation or use and Unauthorized Modifications can lead to short circuits and other mechanical issues and the risk of fire, leading to personal injury or significant damage to Customer's or third-party equipment, facilities, or personnel. Customer understands that it must ensure its facilities are safe for T-Mobile's employees, subcontractors, and any third parties ("**T-Mobile Personnel**") providing services and Customer will insure against, and be responsible for, any personal injury to T-Mobile Personnel or property damage at the Approved Location (unless such injury or damage is a result of the gross negligence or willful misconduct of T-Mobile Personnel).

15. 5G ANS Indemnification by Customer. To extent permitted by applicable law, Customer, at its sole expense, will defend, indemnify and hold T-Mobile, T-Mobile's affiliates and T-Mobile's subcontractors ("**T-Mobile Indemnified Parties**") harmless from any claims by a third party arising from personal injury, death, or damage to tangible property to the extent such injury, death or damage is not an Indemnified Claim under the Agreement. In addition, to the extent permitted by applicable law, Customer, at its sole expense, will defend, indemnify and hold the T-Mobile Indemnified Parties harmless from any claims, actions and proceedings, and any resulting damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or relating to (a) any Unauthorized Modification, (b) Customer's failure to comply with any applicable law, rule or regulation, (c) Customer's action or inaction that caused T-Mobile to be unable to comply with any legal, regulatory or other similar obligation, (d) Customer's use of the 5G ANS Private Network Services, including any personal injury or property damage resulting from Customer's use of the 5G ANS Private Network Services, or (e) any Customer-Sourced Technology, including any

claim that any Customer-Sourced Technology or the combination of any Customer-Sourced Technology with equipment or technology provided by T-Mobile, infringes or misappropriates any intellectual property or proprietary right of any third party.

16. Miscellaneous. The Agreement, this Addendum and any Order constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum. The Agreement and this Addendum and any Order supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the 5G ANS Private Network Services.

Executed as of the second signature date below.

T-Mobile USA, Inc.	Click or tap here to enter text.
By: _____ _____ Name: _____ _____ Title: _____ _____ Date: _____ _____	By: _____ _____ Name: _____ _____ Title: _____ _____ Date: _____ _____
Reviewed by: _____ _____ T-Mobile USA, Inc. Legal Department	

SAMPLE DRAFT – NOT FOR EXECUTION

**EXHIBIT A
INITIAL ORDER, TECHNICAL REQUIREMENTS, SITE LOCATION(S) AND PRICING**

[Pricing/Service Terms to be agreed upon by Participating Entity and T-Mobile]

Monthly Recurring Charge(s) (“MRC”) are the monthly services charged to the Customer. MRCs do not include Taxes and Fees, Surcharges, or one-time charges. The MRC identified in the table below includes charges for Installation, Hardware and Management of the 5G ANS Private Network Services.

Approved Location	MRC*	Deployment Services Term
	\$	XXX years

* Pricing may increase if there are changes to this Exhibit, including but not limited to, changes to Approved Location(s) and Equipment change. Any changes will require an Amendment to this Agreement signed by both parties.

SAMPLE - DRAFT

SAMPLE DRAFT – NOT FOR EXECUTION

**EXHIBIT B
T-MOBILE'S ASSET LIST**

[NOTE: TO BE DETERMINED]

Location	Asset Name	Quantity

*Each Asset is recoverable upon termination of the Agreement and Addendum.

SAMPLE - DRAFT

RFP 020624 - Private Wireless Services with Related Solutions

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: Friday January 05, 2024 09:59:04
Submitted On: Tuesday February 20, 2024 13:53:12
Submitted By: Scott Vogel
Email: Scott.Vogel@T-Mobile.com
Transaction #: 580a5456-79d6-42cc-884a-3599e059b7db
Submitter's IP Address: 136.226.56.102

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.	T-Mobile will subcontract with Oceus, Inc.
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 Oceus
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: T-Mobile for Government Contract Advisor 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 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 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 USA, Inc. is a wholly owned subsidiary of T-Mobile US, Inc., a publicly traded company (NYSE: TMUS). As a result, T-Mobile USA, Inc. does not produce audited financial statements or a 10K report as a standalone entity. However, T-Mobile's third 2023 year end 10-K has been provided in the upload section for this RFP.	*
13	What is your US market share for the solutions that you are proposing?	T-Mobile's US market share for the year ending 2023 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 and for whom you have performed projects relevant to private wireless services. .

Entity Name *	Contact Name *	Phone Number *	
Boston Children's Hospital (Contact upon request)	Selcuk Cetinel	selcuk.cetinel@t-mobile.com	*
Bradley University	Mike Stubbs	Mstubbs@fsmail.bradley.edu	*
Nellis Air Force Base	Todd A. Pressley	todd.pressley@oceus.io	*

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	Government	New York - NY	Wireless Products and Services	\$145,064,736.71	<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
Federal Agency	Government	District of Columbia - DC	Wireless Products and Services	\$61,514,010.20	<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
Federal Agency	Government	District of Columbia - DC	Wireless Products and Services	\$47,429,878.00	<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
K-12	Education	Nebraska - NE	Wireless Products and Services	\$34,928,389.53	<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
Federal Agency	Government	District of Columbia - DC	Wireless Products and Services	\$33,649,202.59	<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

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 private network opportunities.	*
28	Service force.	T-Mobile employees approximately 14,176 support/service staff across 17 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.	Due to the customized nature of the products and services, a site visit/engineering review must occur as a first step in the onboarding process. Once completed, client will be provided with a quote/Statement of Work. Upon an agreed upon Statement of Work, and a signed Private Wireless contract addendum, T-Mobile will be responsible for all order entry.	*
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.	*
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.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>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:</p> <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. <p>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.</p>
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.	Due to the custom nature of private network products and services, we would not offer an e-procurement ordering process.

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.	<p>T-Mobile's training may be performed directly or through a partner such as Oceus if that partner is included in the solution.</p> <p>Trainings can include documentation, onsite and/or classroom instruction depending on the complexity of each solution.</p> <p>Our partner, Oceus provides both classroom and hands-on training of the Portable Operational Network Infrastructure (PONI). Classroom training covers use of the Xiphos Management Console (XMC) and the operational use of the system. The student will be familiarized with the system components and how to troubleshoot basic issues. Hands-on training will utilize the system in a field environment which includes setting up and tearing down the deployable mast.</p> <p>Oceus provides instruction and briefing on the 5G public/private infrastructure. The briefing will include a workshop and whiteboarding session to describe how the solution can be expanded and scaled to support multiple locations with a variety of capabilities.</p> <p>Oceus provides hands-on instruction, with the students working side-by-side with the instructors to provision the UEs onto the ONmission system.</p>
41	Describe any technological advances that your proposed products or services offer.	T-Mobile licensed spectrum, MOCN, RRP, end to end solution, fully managed, purpose built, 100% Opex model, and flexible Opex/Capex blend.
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.	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.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	T-Mobile licensed spectrum, MOCN, RRP, end to end solution, fully managed, purpose built, 100% Opex model, and flexible Opex/Capex blend.

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?	Any product or component which is part of a solution operating as stated in the contract will be covered under 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, to provide the Services ordered by Customer; (ii) will provide the Services in a professional manner consistent with telecommunications industry standards; and (iii) will comply with Applicable Law. If Customer purchases IoT Devices from T-Mobile, Customer represents and warrants to T-Mobile that it has obtained and will maintain any and all consents, approvals, and authorizations from its employees, agents, or contractors that may be necessary for T-Mobile to provide the Device Information to Apple as contemplated by this disclosure.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	T-Mobile 5G ANS is sold as a Network-as-a-Service model in which case ensures that if any failure or defect of the system occurs that it would be corrected in line with our Service Level Agreements (SLA). If this applies to devices or equipment that the customer owns, then standard usage considerations will affect warranty. If the product is subject to treatments outside the designated operational specifications the warranty may be voided.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most contracts provide Private Wireless Services as a service model which would include travel in incurred.
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?	Not in Canada. This solution shall not be available for sale if T-Mobile is not able to service it or where our service is not installed.
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 pass through warranties from Original Equipment Manufacturer (OEM) upon any equipment failure to that OEM's if this applies depending on the service model.
51	What are your proposed exchange and return programs and policies?	If outside T-Mobile's 5G ANS SLA policy and equipment is purchased directly from T-Mobile but owned by the customer the exchange and return policies are as stated by the manufacturer.

52	Describe any service contract options for the items included in your proposal.	<p>Service Models</p> <p>There are three overarching categories of service models for implementing OAMPT and Sustainment services: System Owner Managed, Vendor Aggregated Management (NaaS or Network as a Service), and Trusted Partner Managed. Different aspects of the system may be managed by any model, or combination of models, that work best for that aspect. For example, edge devices and equipment may be managed by the System Owner's asset management and IT teams, while help-desk or advanced troubleshooting may be provided via a vendor's established support team, with network health and service remediation being addressed by a Trusted Partner using Network Monitoring Systems (NMS) and custom Standard Operating Procedures (SOP) and Concept of Operations (CONOPS) approaches. Since each model has benefits and complexities commensurate with the part of the system being managed, we recommend multiple service models covering both OAM and O&S. The Government should preposition Government-owned deployable assets to augment services. These systems provide a bridge to commercial service restoration.</p> <p>Scalable Network Operations Centers (NOC)</p> <p>The most critical sustainment element to the health of a network, and especially Mission Critical networks, is the ability to monitor them and identify system- and/or site-specific faults or failures proactively, and in real time. Vendor, commercial, and open-source network management systems (NMS) allow for the monitoring of specific subsystems beyond traditional networking components such as radios, switches, and routers down to enclosure door alarms, backup power health statuses, and even individual fuses. NMS systems can be configured and secured for remote access to eliminate the need for full-time presence at specific locations. Efficient NOC's consolidate individual NMS under an all-encompassing Manager-of-Managers to provide a single pane of glass to flag alerts, filter data, monitor overall network health, and perform trend analysis.</p> <p>All major network components are monitored on a 24/7 basis by a capable NOC. Network components have interfaces for monitoring and controlling functions. The system should allow for analysis of key system components as specified by the customer such as: Usage data, system health and as necessary available to ensure service levels are being met.</p> <p>We rely on an extensive system of network performance tools to assess network consistency and performance. Network performance statistics are monitored, and noted degradations are addressed. The specific metrics are confidential. The network is engineered to meet the required minimal performance failure rate (drops, blocking, etc.).</p> <p>Network as a Service (NAAS)</p> <p>A highly recommended service model is Network as a Service (NaaS) which heavily relies on commercial operation of the network and can be scaled based on Government needs.</p> <p>NaaS (Network as a Service) models provide the Government with capabilities and options. The service provider is responsible for the creation, operation, and maintenance of the network. The Government defines the scale of the network and provides guidance on the expected capabilities. This arrangement enables the Government team to focus on their mission tasks while leveraging trained experts in the operation and tuning of the wireless network.</p> <p>Wireless Network Maintenance and Management</p> <p>Complementing the three service models, T-Mobile uses three levels of network management. T-Mobile switch sites are manned at least 12 hours a day, 5 days a week and monitored 24x7x365 by our Network Operation Centers (NOC). We have a West Coast NOC, (WA) a Central NOC (TX) and an East Coast NOC (NJ) for geographic separation in case of a natural disaster.</p> <p>Three levels of network management reinforce every element in the T-Mobile network:</p> <ul style="list-style-type: none"> • Performance Management: The Metrica system collects and post-processes vital network health statistics for our engineering staff to analyze. • Fault Management: Every element in the network is fully alarmed and reports those alarms into a central location on NetExpert for analysis and action. • Configuration Management: Vendor-supplied equipment is used to configure and enhance the network equipment. <p>Lastly, all service affecting elements in the networks are either fault tolerant or fully redundant. System backups are done daily to ensure that in the unlikely event of a major outage, there will not be a significant loss of data. Critical nodes are deployed redundantly and are geographically diverse. We have additional tools in place to monitor performance to proactively act on potential troubles before they ever become service affecting.</p>
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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	Every solution will be designed with the customer reliability and support requirements in mind. We will work with the customer and can offer the appropriate SLA. T-Mobile will provide active monitoring and reporting of each solution to provide visibility. Depending on the service model and partners included in each solution the specifics of the Service Level Agreements may vary.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	PWN support will vary depending on the solution design, the partners and the network management service the customer has selected. The service may include call failure rate, network outages or equipment failures. Corrective actions are based on the specific service level agreement (SLA) and may be both immediate, for example, field engineers troubleshooting and correcting network issues, and longer-term based on coverage, capacity, and performance improvement planning. Reporting can include log usage statistics and results into a database and calculate uptime daily, weekly, monthly, quarterly, and annually. We also have a NOC-to-NOC outage notification system, which will alert our customers of ongoing outages and scheduled maintenance via email through our Customer Impact Messaging (CIM) Service, if the solution includes access to T-Mobile's public network. T-Mobile does work with various partners, such as Oceus, who is also working to bring online a network monitoring portal that will be self-accessible to customers to check the network status.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment terms are net 30 days. Electronic payments can be made via check, credit card, debit card, or ACH bank account. ACH or debit card are the preferred payment methods.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Regular monthly recurring payments, annual and or accommodation.
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.	<p>Monthly Recurring -</p> <ul style="list-style-type: none"> - Spectrum (including voice and data rate plans) - Additional Features (QoS, Security features (e.g. SASE), Slicing) - Network Management - Licensing - Field Services (maintenance and support) <p>Non-Recurring Charges</p> <ul style="list-style-type: none"> - Hardware (network), Software - Design - Installation (includes staging, kitting, commissioning and provisioning) - Travel - Training and documentation <p>We have uploaded two pricing scenarios in the documents section.</p>
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.	Average discount is between 0% and 16%. Additional consideration will be given to entities purchasing T-Mobile wireless services. Maximum discounts were applied to the two pricing scenarios due to associated wireless services.
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Discounts will be applied depending on:</p> <ul style="list-style-type: none"> - size of area - type and volume of the solution - bundle opportunities - products included in the solution - volume per product - terms and service models <p>Additional consideration will be given to entities purchasing T-Mobile wireless services.</p>
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.	<p>Monthly Recurring -</p> <p>Open Market</p> <p>Non-Recurring Charges</p> <p>cost plus a percentage</p>
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.	<p>Shipping charges may apply.</p> <p>Taxes and regulatory fees (vary by locale)</p>
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.	All shipping of equipment to satisfy any Private 5G ANS solution will be included in the contract.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipping of equipment to satisfy any Private 5G ANS solution will be included in the contract, including standard shipping to Hawaii.
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	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

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 offering custom Private 5G networks as part of the T-Mobile for Business (TFB) 5G Advanced Network Solution (ANS) portfolio. Our 5G ANS Private Network uses 5G Standalone network infrastructure to provide customers private 5G connectivity to enable business outcomes. Each T-Mobile Private 5G Network is designed to meet individual customer requirements to enable successful outcomes. The design may include dedicated equipment to ensure data isolation from the public networks and with the added advantages of ultra-low latency and high-volume throughput.</p> <p>The benefits of a 5G ANS Private Network include:</p> <ol style="list-style-type: none"> 1.) Control of who is allowed access to the network using secure Authentication techniques. 2.) Control of applications, systems, and data each user is authorized to access. 3.) Network design to prioritize the desired outcomes of a customer or set of devices: <ol style="list-style-type: none"> a. High Security b. High Reliability c. High Throughput – uplink and/or downlink d. Low Latency 4.) Traffic separation if needed by the business, allowing command and control to be separated from less critical types of traffic. 5.) Support model aligned to business needs. 6.) Ability for specified users and devices to transition from private network to public network. <p>The foundation of a 5G ANS Private Network is spectrum, which should be selected based on the type and desired characteristics of the intended traffic. T-Mobile's rich 5G spectrum holdings are comprised of low-band, mid-band, and high "mmWave" bands to ensure connectivity for most use cases.</p> <ul style="list-style-type: none"> - Low-band spectrum is used when smaller packets need to travel over long distances like voice and text in rural areas. - Mid-band spectrum is used when larger amounts of data need to travel over distances typically found in a city environment, like traffic camera's, IoT or MEC devices used in smart cities or campuses. - High band, or millimeter wave (mmWave) delivers fiber like speeds for fixed wireless broadband in highly congested areas like event venues, schools, or other venues. <p>T-Mobile's spectrum assets are unparalleled which means that customers have access to the most reliable and available network assets within the United States.</p>

72	Describe your supported 911 features and the planning, design, implementation and management products, services and process steps required.	E911 is not supported on T-Mobile's Private only PWN system architecture. E911 is supported on T-Mobile's Public Hybrid/Private Network system architecture on the public network component only. *
73	Describe your solutions, services, and qualifications, for preventing, mitigating, and responding to private wireless network intrusions and attacks.	<p>T-Mobile's PWN solution is configured as a stand-alone cellular network not connected directly to the public macro cellular network and is not connected directly to the Internet. A customer controls what level of Internet access, if any, is allowed from end user devices.</p> <p>T-Mobile PWN solutions are purpose-built, dedicated networks designed for use cases that demand it. Some organizations have needs that are so sensitive, mission critical, or private that nothing else will do. Some advantages of a private network are:</p> <ul style="list-style-type: none"> - The network is highly secure. You control access; your data never leaves your facility or mixes with public traffic. - You control traffic on the network, including prioritization, helping ensure critical systems have the necessary connectivity. <p>Extensive Security - As security threats and cyberattacks become increasingly complex and sophisticated, T-Mobile's PWN solution, based on Ericsson's industry leading EP5G platform, continues to develop and deploy new security features with every new release to ensure that the products are running the smallest possible risk of encountering potential cyberattacks.</p> <p>Ericsson has security functions enabled on all applicable areas: radio interfaces, user access, management systems, and communication interfaces. The goal is to prevent unauthorized access to the system. All activity and access to the system is logged.</p> <p>T-Mobile/Ericsson Private 5G is fully compliant with standard 3GPP cellular security features, providing highly sophisticated security mechanisms for authentication, authorization, integrity, and confidentiality. Ericsson Private 5G ensures that radio-resource control signaling, and air interfaces are highly secure and immune to illegal intrusions.</p> <p>Physical Environment - The customer provides the local firewalls and filtering between the Ericsson Private 5G system and cloud-management connection towards the internet.</p> <p>The Ericsson Private 5G network controllers and baseband unit or units must be installed in a physically secured and access restricted location so that the equipment cannot be tampered with. For example, the network controllers and connected radio equipment can be installed in a locked cabinet to prevent tampering.</p> <p>Network Environment - The site equipment component parts of PWN Private 5G must be deployed behind a firewall. The firewall provides protection from external attacks. The only communication path between the PWN Private 5G site equipment and the management cloud is an encrypted VPN tunnel. Anything else can be blocked by the on-premises firewall, to minimize the attack surface of the PWN Private 5G equipment.</p> <p>Support Services Remote Access - For support and troubleshooting purposes, if necessary, Ericsson support services and personnel can establish remote access to Ericsson Private 5G site equipment to do the initial installation/configuration, service tasks and system maintenance.</p> <p>Once installed, T-Mobile's PWN Private 5G Installation DMZ VPN is closed after system installation has completed and site functionality has been verified. *</p> <p>If remote access for support and troubleshooting purposes is necessary, the site administrator will always be officially notified before a remote access session is established. The notification includes information about the purpose of the planned service, which tasks are to be done, and how much time will be required. A notification is also sent immediately after the remote access session is finished.</p> <p>All remote access events are fully logged and available to site and security administrators upon request from T-Mobile/Ericsson support.</p> <p>SIM Card Provisioning - All Private SIM cards are provisioned by the customer on-site and can be</p>

ted to the device. This is called SIM-to-Device Locking. To make sure that the integrity of a device is not compromised, a SIM card (IMSI/SUPI) can be paired and locked to a specific device (IMEI). This locking is configured by the customer in the network management portal. If a configured IMSI/SUPI - IMEI pair is broken, the IMSI/SUPI is locked and disengaged from the system, and a security event is created. The security event log shows the expected IMEI, the detected IMEI, and the date and time of the event. Security event logs are available upon request from T-Mobile Support. The Network Management Portal SIM Cards page shows which SIM cards have SIM-to-Device locking enabled.

Handling of Software Patches, Updates, and Upgrades -
Software patches, updates, and upgrades are securely controlled and deployed regularly and solely by the Ericsson Private 5G DevOps team, through the Ericsson Private 5G backend, to the Ericsson Private 5G hardware on-site. T-Mobile's Private 5G runs everything in isolated, sandboxed containers, both in the management cloud and on the site equipment. Secure process handling is done by the product. No end-user actions are required.

Recommended Best Practices -

T-Mobile will also recommend best security practices as part of the implementation process, including the following periodic operations:

- Check which accounts are active and delete inactive accounts.
- Take system backups regularly.
- Run password checkers periodically, with word lists to find weak passwords.
- Ensure that user rights are assigned only to real needs. Ensure that audit for accountability is set up properly.

T-Mobile/Ericsson Network Support Team Access -

No specific support interface is used when support is performed for Ericsson Private 5G. Support staff connect to an Ericsson Private 5G site using the already established VPN connection. This access is secured by SSH certificates, and the connections are logged and audited. When support is connected to a Private 5G site, they can perform the following on a Network Controller in the site:

- Read log files and performance metrics.
- Restart failed services and components.
- Trace User Equipment (UE) traffic if needed to troubleshoot UE connectivity or performance issues. This is performed in collaboration with customer.

T-Mobile has provided additional security information in the Additional Document upload.

74	<p>For each of the industries listed below (as applicable), describe your understanding of the typical challenges, opportunities, use cases, and solutions for:</p> <ul style="list-style-type: none"> -Airports -Cities/Governments (local and federal) -Universities/Stadiums -K-12 -Healthcare -Ports/Warehouses -Other 	<p>Airports T-Mobile understands how important it is for the traveling public and airport personnel to stay connected. In fact, recently T-Mobile rules the latest Opensignal report tracking mobile service at 20 U.S. airports. https://www.t-mobile.com/news/network/t-mobile-airport-network-performance T-Mobile has been working tirelessly across the U.S. to upgrade inbuilding cellular systems to 5G. In addition, T-Mobile is currently working with several major airports in their assessment of legacy 4G and Wi-Fi networks and how to design an upgrade to 5G and enable private wireless capabilities.</p> <p>Education/K-12/Universities Boost enrollment and revenue with 5G advanced network solutions – When the pandemic forced colleges and universities to rapidly shift to virtual learning environments, it was a true test of their network infrastructure. As a result, hybrid learning models are replacing virtual models, creating the demand for seamless, ubiquitous connectivity across the campus. This connectivity will also serve as a foundation for emerging technology trends for higher education, such as AR/VR and AI. And with students choosing colleges based mainly on technologies and infrastructure, upgrading your connectivity is an opportunity to boost enrollment and revenue.</p> <p>Your needs are too complex for legacy solutions – Many higher education institutions remain hindered by legacy wired networks and constraining legacy contracts, leaving them unable to gain momentum with their digital transformation efforts. You have a wide range of connectivity requirements to plan for, including: Providing a connectivity infrastructure capable of supporting a wide range of devices and applications Ensuring access to information to advance teaching and scholarly excellence Supporting emerging technologies that require high bandwidth and capacity, with increased reliability and lower latency Enhancing security and operational efficiency The good news is that 5G-led solutions are helping institutions break free of these constraints. T-Mobile's 5G Private Wireless platform leverages the power of 5G to combine two network capabilities—5G Connectivity and Edge Computing. All deployments are custom designed to meet your institutional goals and performance objectives; giving you speed, capacity, and low latency. Plus, you benefit from the improved security features inherent in the 5G network, with the option to deploy private networks that can supply additional security for resource-intensive or sensitive applications. We'll help you transition to the connectivity solution you need without an expensive legacy network upgrade and complicated contract. You'll get what you need, and nothing you don't.</p> <p>Stadiums Not only does T-Mobile have many years of experience building out purpose-built public hybrid networks within large stadiums, but T-Mobile is also now building 5G Private Wireless networks inside stadiums breaking new ground in how fans and players experience games and events. Please reference the recent deployment for Major League Baseball (MLB): https://www.t-mobile.com/news/un-carrier/t-mobile-park-all-star-week</p> <p>Healthcare When it comes to managing healthcare facilities and providing mobile connectivity to critical healthcare devices and applications, T-Mobile understands the challenges.</p> <p>Managing healthcare facilities It is important to keep track of all aspects of operations. Effective monitoring can have a big impact on the safety and efficiency of your business, helping to avoid costly downtime, damage, and other issues. T-Mobile has deployed an extensive variety of solutions, including but not limited to: Temperature Monitoring Indoor Asset Tracking Indoor Air Quality and Room Airflow Push Button Alert System Connectivity to critical healthcare devices and applications T-Mobile's 5G Private Networks show great promise for healthcare settings. 5G technology isn't just an upgrade from legacy 4G and Wi-Fi networks. It has been architected in a completely different way for mobility, lower latency, and higher throughput.</p>
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75	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out). Describe your experience with both simple and complex IoT deployments.	<p>T-Mobile is an experienced provider of complex IoT solutions. These solutions have been deployed in full production environments. In addition, T-Mobile has available to customers an 5G Innovation Hub, located in Bellevue, WA where customers can test 4G LTE and 5G IoT devices live in person over a variety of spectrum bands on active Private 5G Networks.</p> <p>Industries include: Transportation & Automotive: Fleet management – Tracking, reporting, and compliance for truck and car fleets, buses, trains, airlines, and connected & autonomous vehicles.</p> <p>Industrial & Manufacturing: Industrial automation – Manage production systems (sensors, robots, etc.) connected to the network.</p> <p>Retail: Customer experience – Engagement at POS to delivery of goods (i.e., autonomous vehicles, drones, etc.).</p> <p>Healthcare: Medical device security – Ensure a growing number of medical devices are protected from unauthorized use and access.</p> <p>Energy & Utilities: Smart metering - Automatic remote reading of utility meters - Oil & Gas: Optimized operations - Cloud-based provisioning & control at scale.</p> <p>Supply Chain & Logistics: Tracking raw materials, warehousing, “picking” orders, and tracking shipments is critical to a smooth-running manufacturer or distribution center.</p> <p>As the 5G device ecosystem evolves and matures, 5G IoT will first be utilized for use cases like: - Real-time video surveillance - Real-time connected health - Time-sensitive industrial automation</p>
76	Describe your solutions, services, and best practices for designing and deploying multiple geographically separated sites, as one PWN network (ex: two airports owned and operated by a city, extending enterprise systems) and as separate networks.	<p>T-Mobile's Private Only PWN solution can support, on an individual case basis, geographically separated sites. Sites would share a common private network Core. Distances, connectivity, and other factors would need to be considered for each network system to ensure that performance is maintained to support the required use cases and desired outcomes.</p>
77	Describe your products and services offered for: - Maintaining seamless and continuous connectivity of EUDs - Traversing between PWNs of the same and different PWN manufacturer solutions - Ownership by the same (ex: delivery trucks driving between local, regional, national warehouses) and different Enterprise (ex: aircraft interoperability between airport PWNs)	<p>T-Mobile will work with each customer to understand their needs and requirements to ensure each solution is designed to support the security and the mobility needed for various use cases.</p> <ul style="list-style-type: none"> - The solution can include redundancy, alerting, monitoring of the PWN to ensure the connectivity and availability for EUD's. In this case T-Mobile will work with the customer to establish the appropriate managed service to support the requirements. - Allowing a device to move from one PWN to any other in a seamless manner is a roadmap product for T-Mobile's 5G ANS solution. We are actively solving for this and working with our ecosystem and partners to develop a solution for our customers <p>T-Mobile can support PWN to Public portability through MOCN and dual-sim, dual-MZ devices.</p>
78	Describe how your solutions and offerings will support future load-sharing of wireless communications between WiFi, Distributed Antenna Systems (DAS), CBRS, and other communications technologies.	<p>T-Mobile's Private Only PWN solution does not support roaming or load-sharing of wireless communications between Wi-Fi, DAS/DRAN systems, or other wireless systems. T-Mobile's Private Only PWN solution is a closed cellular system with no connectivity provided to end users devices other than cellular SIM based devices specifically provisioned and activated on said systems.</p> <p>T-Mobile's Public Hybrid/Private Network PWN solution does allow T-Mobile public end user devices to seamlessly connect to the T-Mobile public hybrid DAS/DRAN systems so that users can move from the T-Mobile public macro network to the purpose-built T-Mobile public hybrid network.</p>

79	Describe how your PWN can operate and be managed as a converged, unified, and integrated extension of other enterprise telecommunications networks and infrastructure solutions (cabled and wireless).	<p>The T-Mobile's Private Cellular Network solution, based on the Ericsson EP5G platform, functions as a router between the cellular network and the enterprise LAN.</p> <p>Ericsson Private 5G requires a connection (or dual connections to provide for redundancy and survivability) to a wired network on the customer premises, referred to as the enterprise LAN. The enterprise LAN is used to facilitate traffic using the Virtual Router functionality, including traffic between the network controllers (Core). Therefore, the networking equipment in the enterprise LAN must provide bridging between the two network controllers.</p> <p>Existing VLAN configuration(s) are supported. VLANs can be mapped to PWN "network segments". The PWN uses network segments for traffic separation and for managing end-to-end quality of service.</p> <p>The connection to the enterprise LAN must use static IP address assignment. DHCP is not supported.</p> <p>The PWN functions as a router between the cellular network and the enterprise LAN, so the following IP-address ranges must be considered:</p> <ul style="list-style-type: none"> - IP-address ranges used on the enterprise LAN. - IP-address ranges used internally by the Ericsson Private 5G system. - IP-address ranges assigned to segments in the Network Management Portal and used to assign IP addresses to the SIM cards of cellular devices. <p>Careful planning is required to avoid IP-address conflicts. Redundancy Protocol (VRRP), required by the segment-to-VLAN mapping.</p> <p>Note: Ericsson Private 5G only supports IPv4. IPv6 is not supported.</p>
80	Describe your ability to integrate with distributed antenna systems.	<p>T-Mobile offers a public hybrid/private cellular network solution that integrates both public enhanced coverage and a private cellular network solution into one system. With this solution, the public cellular network is securely connected to the T-Mobile Core Network, and the private cellular network is connected to the on-premise Private Core.</p>
81	Describe your PWN solutions regarding IoT use cases and associated deployment maturity (ex: conceptual, lab, pilot in-progress, pilot complete, permanent deployment in-progress, permanent deployment fully commissioned, and project closed out).	<p>T-Mobile offers a variety of Internet of Things (IoT) solutions for businesses of all sizes solving complex business problems under variety of use cases. These solutions have been deployed in full production environments. Many, if not most all, IoT solutions can be parlayed with our Private 5G PWN platforms.</p> <p>Our IoT solutions include:</p> <ul style="list-style-type: none"> - Connectivity: T-Mobile offers a variety of network technologies to support your IoT needs, including 4G LTE and 5G. - Devices: T-Mobile offers a wide range of certified IoT devices, including sensors, trackers, and gateways. - Management platform: T-Mobile's PWN Private 5G platform provides you with the tools you need to manage your IoT devices and data. <p>T-Mobile's IoT solutions can help you improve efficiency, reduce costs, and gain new insights into your business. Below are some specific examples of how T-Mobile's IoT solutions can be used:</p> <ul style="list-style-type: none"> - Fleet management: Track your vehicles in real time, optimize routes, and improve driver behavior. - Asset tracking: Track your assets, such as tools and equipment, to prevent loss and theft. - Remote monitoring: Monitor your facilities and equipment remotely to identify and prevent problems. - Smart cities: Connect sensors and devices to create smarter and more efficient cities. - Connected agriculture: Monitor crops and livestock to improve yields and reduce costs. <p>In addition, T-Mobile has available to customers, an 5G Innovation Hub where customers can test 4G LTE and 5G IoT devices live in person over a variety of spectrum bands on active Private 5G Networks.</p>

82	Describe your approach, process, and timeline for testing and implementing software updates to the PWN.	<p>Software updates to the PWN system are enabled as part of the Lifecycle Management (LCM) component sub-system and is part of the Centralized cloud-management capabilities provided by the Ericsson Network Management (ENM) portal. The Lifecycle Management (LCM) system enables updates, upgrades, and the installation of new software on the network controllers and radio system. Updates are scheduled and approved manually. To avoid disruptions to Production operations at inconvenient times, software updates are scheduled by Site Admin users. A scheduled software update can be canceled until 24 hours before the scheduled time. Software updates can be scheduled for individual system components to minimize any potential disruption. These include network controllers (PWN Core), Baseband Units, Routers, and other related components. Software patches, updates, and upgrades are securely controlled and deployed regularly and solely by the Ericsson Private 5G DevOps team, through the Ericsson Private 5G backend. Once available, updates can be deployed to the Ericsson Private 5G hardware on-site.</p> <p>DevOps principles are used, for example:</p> <ul style="list-style-type: none"> — Three different environments are used: development, test, and production. — New software versions and software patches are initially deployed in the development environment, then tested and validated in the test environment before they are deployed in the production environment.
83	List and describe your various core solution options offered (ex: on-premises, cloud, hybrid, distributed, core services platform) and key differentiators. For each solution, describe the your experience deploying and managing the solution.	<p>T-Mobile currently offers on-premises core solutions. With an on-premise solution, all customer user data remains on-site and does not leave the customer premises. This provides the utmost security. In addition, an on-premise solution minimizes latency, jitter, and potential packet loss providing for the best possible level of performance to support a variety of low latency use cases such as Autonomous Ground Vehicles (AGVs), Augmented Reality/Virtual Reality (AR/VR), robotics, etc. T-Mobile also has the ability to deploy "mobile" PWN solutions that have the capability to be moved (i.e., nomadic) as a customer's coverage location requirements change. For example, mobile video broadcasting, large public or special events, etc. T-Mobile has deployed both stationary on-prem and nomadic PWN solutions in a variety of industries to support specific customer use cases.</p>
84	Describe your solutions for connecting end user devices that do not natively support PWNs. Note which of your solutions apply to 4G, 5G, and 4G/5G combined networks.	<p>To connect end user devices that do not natively support PWNs, T-Mobile recommends the following:</p> <ol style="list-style-type: none"> (1) 5G Private Network connectivity: 5G Cellular Gateway modem devices that are compatible with 5G Stand-Alone (SA) networks and specific cellular frequencies deployed by T-Mobile on a given PWN. (2) 4G LTE Private Network Connectivity: 4G LTE Cellular Gateway modem devices that are compatible with 4G LTE networks and specific cellular frequencies deployed by T-Mobile on a given PWN. (3) 5G and 4G LTE Private Network connectivity: Cellular Gateway devices that are compatible with both 5G Stand-Alone and 4G LTE networks and specific cellular frequencies deployed by T-Mobile on a given PWN. <p>These 4G LTE and 5G Cellular Gateways are manufactured by a variety of OEMs including Cradlepoint (Ericsson), Peplink, and Siera Wireless. Connectivity between the 4G LTE and 5G Cellular Gateways to these end user devices can be wired (Ethernet) or Wi-Fi. Many of these devices are tested and certified in advance to ensure compatibility with T-Mobile's PWN solution.</p>

85	<p>Describe your mobile edge computing (a.k.a. multi-access edge computing) (MEC) PWN solutions and their key differentiators. For each, describe your experience deploying and managing the solution, as well as associated use cases.</p>	<p>T-Mobile has developed edge computing solutions to meet a various of customer requirements. Multi-access edge computing (MEC) enables cloud-native infrastructure to run closer to endpoints, reducing latency and speeding local processing. MEC can be private or public. T-Mobile's solutions include both network edge compute solutions and on-premise private edge compute solutions. These are described in detail below.</p> <p>(1) Network Edge Compute - For customer seeking enhanced latency, our network edge compute solutions allow customers to access our nationwide multi-access edge compute capabilities by leveraging network peering between our nationwide, highly distributed cellular network and T-Mobile's hyperscaler partners' regional / local data centers network. T-Mobile's partners include Amazon Web Services (AWS), Google Cloud Services (GCS), and Microsoft Azure Edge. T-Mobile's network edge compute solutions are architected specifically for each customer's requirements.</p> <p>Features:</p> <ul style="list-style-type: none"> -Cloud Service Provider (CSP) data centers connected directly to the T-Mobile network -~40ms round trip latency -Provides a balance of performance and price -Does not require space and power on customer site; reduced investment in infrastructure/installation -Optional features to bring CSP infrastructure on-premises providing single pane of management -Compatible with public, public hybrid, and PWN networks <p>Use cases:</p> <ul style="list-style-type: none"> -Gaming -AR/VR/XR -Connected vehicles -Supply chain -Media/entertainment -Advertising -Retail -Venues <p>(2) On-Premise Private Edge Compute - For customers seeking the lowest possible latency, our on-premise private edge compute solutions allow customers to host their applications directly on premise. Provides even lower latency than Network Edge Compute solutions.</p> <p>Our on-premise edge compute solution can utilize the same hyperscaler and cloud computing technologies available in the public cloud, but at the lowest possible latency, and increased control. T-Mobile's on-premise edge compute solutions are architected specifically for each customer's requirements. T-Mobile's partners include Amazon Web Services (AWS Outposts and AWS Snow solutions), Dell VxRail solutions, Google Cloud Services (On-Premise Compute), and Microsoft Azure (Azure Stack Edge).</p> <p>Features:</p> <ul style="list-style-type: none"> -Deployed at Customer Location -Sold with Private Mobile Network. Provides greatest security and control, since no data leaves the customer site. -Less than 20ms round trip latency. Lowest latency, as compute is closest to end device. -Customer Ask - <ul style="list-style-type: none"> Local compute Very low latency Data privacy and security concerns <p>Use cases:</p> <ul style="list-style-type: none"> -Intelligent logistics -AR/VR/XR -Predictive maintenance -Robotics -Factory automation <p>T-Mobile has deployed MEC solutions for a variety of use cases, including:</p> <ul style="list-style-type: none"> - Mobile video broadcasting - Large public, special event venues - Professional sporting events, etc.
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
86	Assessment and strategy	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As the leader in designing, deploying, and operating the best performing 5G networks in the industry, T-Mobile PWN solutions are custom designed and custom built based upon specific use cases and desired outcomes. T-Mobile follows a well-defined process lead by a dedicated team of advanced network solution engineers. T-Mobile will guide customers through each stage of the design process from the initial discovery stage, through network deployment and certification, to full production. Specifically, the stages include:</p> <ol style="list-style-type: none"> (1) Discovery (2) Assessment (3) Network Design (4) Build and Implement (5) Testing and Certification (6) Full production (support and ongoing management) <p>In addition to discovery and assessment meetings scheduled by T-Mobile to understand a customer needs and requirements, T-Mobile also utilizes the attached 5G ANS Questionnaire as a guide to uncover, understand, and document unique use cases and desired outcomes. This process takes into consideration a customer's physical environment, unique industry requirements, and current IT network infrastructure.</p> <p>In the Additional Document upload file on the portal, T-Mobile has provided an overview of our network discovery questionnaire to assess the current environment and develop a strategy.</p>
87	Network design, migration, and deployment, including network configuration and Spectrum Access System (SAS) registration	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>As described in Question #86, T-Mobile provides the network design, and network configuration as part of our design, build, and implementation stages. For CBRS spectrum deployments, this includes Spectrum Access System (SAS) registration. T-Mobile does not procure Priority Access Licenses (PAL) on behalf of customers but can incorporate existing PAL licenses into CBRS spectrum deployments.</p> <p>In the Additional Information document that has been uploaded to the portal, T-Mobile has provided an overview of our network discovery questionnaire to assess the current environment and develop a strategy.</p>

88	Acquisition and installation of needed equipment to support the private wireless network	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>T-Mobile uses equipment that has been thoroughly certified to work in our network. These devices are selected for certification based on T-Mobile's portfolio selection among all major device Original Equipment Manufacturers (OEM), and are certified for connectivity to the T-Mobile 2G, 4G and 5G networks at the approved level of performance for network services such as voice, text messaging, data, e911, location services, etc. In addition, certification covers component level performance such as hardware reliability, RF antenna performance, battery drain, display quality, audio/speaker performance, and app background activity. Depending on the solution and the partners selected for each installation, our customers can expect a solid schedule, deployment and validation plan to limit disruption and ensure the solution will work according to expectations. For example, if a solution involves an installer and service provider like Oceus, Oceus project management team will focus on the development and delivery of the solution and provides each major task identified in the SOW as a separate line on the program schedule and clearly shows the plan and timeline to perform the program tasks. Additionally, the WBS will be provided which structures the approach providing a deliverable-oriented breakdown of the project into smaller components. The project team gathers all deliverable documentation and holds a kickoff meeting to introduce the team and present the collected data materials as well as hold an Initial Design Review. Meeting minutes will be taken by the project team to identify action items and record a Risk Register will take accounting of the priority of any risks and identify risk mitigation strategies. Other tasks of the program team during this phase will be to coordinate and track all the hardware and software component orders as listed form the BOM.</p>
89	Ongoing operations, maintenance, planning, expansion, and upgrading of the private wireless network and related components	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Ongoing Operations: The T-Mobile 5G ANS customer support will be available for the duration of any 5G ANS contract. For a generic 5G ANS solution, the customer will contact T-Mobile technical support and provide the name of their organization and indicate they are a 5G ANS customer. Our technical support representative will help with the initial troubleshooting of the issue and as appropriate open a support ticket. This ticket may include routing to other technology partners who may have active roles in any given 5G ANS solution. Our technical support is available 24 x 7 x 365.</p> <p>Customer Support and Operations: In some cases, a solution may include a network managed service partner, and therefore would call would be to that partner to perform the initial issue troubleshooting and the call may then be routed to T-Mobile's customer support.</p> <p>Either option will be described in the final contract to ensure that each customer is aware of the service or support model.</p> <p>Maintenance: Maintenance and monitoring of the system will be defined in each contract and will be performed according to that contract and service model explained herein. This function may also include T-Mobile partners as indicated in the contract.</p> <p>Planning, expansion and upgrading: On the occasion when any part of the solution requires or has an upgrade available, our managed service contract will ensure that the upgrade is scheduled and planned for. This would include hardware and/or software upgrades. This will be coordinated with each customer by the managed service team. The specifics of the contact and personnel can be clarified in each contract.</p>

90	Related network component solutions, such as private wireless network (PWN) cores, SIMs, radio access networks (RANs), gateways, end user devices (EUDs), network management tools, and products	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>T-Mobiles PWN solutions may include the following equipment in our deployments: 5G Core includes the user and control planes, that can support scaling capabilities like network slicing and edge computing. Radios appropriate to the selected spectrum frequency for transmit and receive functions. Fiber as appropriate Other products and features that may be included or offered: (check with a T-Mobile Sales Executive for availability)</p> <ul style="list-style-type: none"> - Multi-Operator Core Networks (MOCN) which allows a device to move from a Public to a Private network and back. Availability may depend on the solution design, specified equipment and frequency bands selected. <ul style="list-style-type: none"> - T-Mobile is leveraging MOCN in two ways: 1) to allow a Private Network user to access the public network using a single device (dual SIM/Dual IMSI). This capability adds additional value and stickiness to the T-Mobile Hybrid Network offering by expanding public coverage to the Private network; 2) to support use of licensed spectrum for private networks when combined with Radio Resource Partitioning, which allows TMO to dedicate a set amount of bandwidth for enterprise use. <ul style="list-style-type: none"> - MOCN is traditionally used to allow multiple operators to share a single RAN, like the deployed Meta CBRS "DAS" solution. - Small Cell coverage - Flexible Packaged Services to Address Deployment Requirements - Supports Scaling (Small to Large Installations) and multiple location support - Remote Network Extension via Deployable 5G Systems - Modems available today in commercial UE's that can be utilized in hardened UE systems that support the spectrum bands provided by T-Mobile - T-Mobile Subscriber Identity Module (SIM) card usage that enables 5G Stand Alone (SA) support and frequency bands necessary to support 5G in many commercially available UE's
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Table 14C: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category	Product/Service	Offered	Explain *
91	System Features and Capabilities:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Header Row
92		Multi-tenant support (network segmentation/slicing)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>T-Mobile's PWN solution supports network segmentation (similar to VLANs). Up to ten (10) network segments can be configured per private network. Network slicing is not currently supported on T-Mobile's Private Only solution. For Hybrid Public /Private designs, network slicing will be supported by T-Mobile on the hybrid public network connection once network slicing is commercially available by T-Mobile later in 2024.</p> <p>While network slicing is not supported by T-Mobile's Private Only solution today, similar functionality can be achieved using Network Segments (VLANs) and QoS values. Please reference question #100 for additional details.</p>

93		Roaming from: Private-to-public networks Public-to-private networks Private-to-private networks	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>SIMs provisioned on T-Mobile's Private only solution cannot roam between the private network and the public network and vice versa. T-Mobile's Private Only PWN solution is a closed cellular system with no connectivity provided to end users' devices other than cellular SIM based devices specifically provisioned and activated on said systems. If a given SIM is provisioned in two separate Private only Network Cores, then the SIM would be allowed to roam between private networks.</p> <p>T-Mobile's Public Hybrid/Private Network PWN solution does allow T-Mobile public end user devices to seamlessly connect to the T-Mobile public hybrid DAS/DRAN systems so that users can move from the T-Mobile public macro network to the purpose built T-Mobile public hybrid network.</p> <p>Alternatively, many end user devices support dual SIMs. In the case of a dual SIM device, one SIM would connect to the Private only network, and the 2nd SIM would connect to a public network and roam between the T-Mobile public macro network and a public hybrid network.</p> <p>Depending on the solution it may be appropriate to include T-Mobile's MOCN offering. This will allow a device with dual SIM's and the appropriate network equipment and facilitates a device to migrate from a PWN to public network and back again.</p>
94		Performance monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The Ericsson Network Management (ENM) portal provides centralized cloud-management capabilities to both Ericsson Network Operations Center (NOC) technicians and T-Mobile NOC technicians, as well as a customer's authorized technicians. The portal also includes a dashboard that provides performance monitoring of the private network, including the following:</p> <p>Performance Monitoring:</p> <ul style="list-style-type: none"> - Information on equipment status - Uptime data/statistics - Traffic - SIM card entries with connected devices their data consumption - View spectrum usage - Watchdog measurement data - Latency (round-trip time)* - Radio signal quality* <p>*Latency and signal strength measurements are collected continuously. Speed tests are initiated on request and should be used with care, as they inject traffic into the system, affecting overall network performance.</p>
95		Multi-network roaming	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>If a given SIM and device are provisioned in two separate Private only Network Cores, then the SIM would be allowed to roam between the private networks.</p>
96		Radio site capacity	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Radio site capacity is included as part of T-Mobile's design stage. Factors such as spectrum frequencies deployed, building layouts, interference, end user device density, upload and download bandwidths required, and latency targets are all considered when designing the final solution.</p>
97		Bandwidth and throughput	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Bandwidth and throughput requirements of each use case and application is a key performance metric that T-Mobile captures during the design phase and is considered when designing the final solution.</p>

98		Mode (4G only, 4G to 5G Upgrade, 4/5G mixed mode, 5G only)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>While T-Mobile's Private Network solution is typically architected for 5G, 4G LTE can be incorporated into the system architecture as well. As such, T-Mobile can support 4G only, 4G LTE/5G mixed mode, and 5G only system architectures. Depending on the frequency bands utilized, 5G may be Non-Stand Alone (NSA) or Stand-Alone (SA).</p>
99		Quality of Service (QoS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>T-Mobile's Private Network solution supports Quality of Service (QoS) using the priority class (QCI/5QI) values. QCI is used in 4G and 5QI is used in 5G. The SIM-card entries for devices are attached to network segments. Each network segment is assigned one of five available traffic priorities that affect all SIM-card entries (and the devices that contain the SIM cards) attached to that network segment. The priority class (QCI/5QI) value of each network segment traffic priority is predefined.</p> <p>Network segment traffic priorities are defined below (from lowest to highest):</p> <p>(1) Best Effort (default) Priority Class (QCI/5QI value) = 133 For use cases that do not require specific characteristics or segment traffic prioritization but can be sufficiently handled with default characteristics of 4G and 5G networks.</p> <p>Best effort has the Lowest priority.</p> <p>(2) Software Download Priority Class (QCI/5QI value) = 132 For use cases that require high bandwidth, can handle variable bit rates, do not demand low latency, but should be prioritized over best effort, such as software and firmware downloads.</p> <p>Software download has two times relative priority over best effort.</p> <p>(3) Voice Service Priority Class (QCI/5QI value) = 131 For over-the top voice service use cases that require prioritization over best effort, such as Push-to-Talk (PTT).</p> <p>Voice service has two times relative priority over software download and four times relative priority over best effort.</p> <p>(4) Real-time Video Priority Class (QCI/5QI value) = 130 For video use cases that require high segment traffic Priority and low packet delay, such as CCTV and real-time video on Automated Guided Vehicles (AGV).</p> <p>Real-time video has absolute priority over best effort, software download, and voice services, and can completely starve those segment traffic priorities.</p> <p>(5) Real-time Automation Priority Class (QCI/5QI value) = 129 For real-time automation use cases that require the highest segment traffic priority and low packet delay, such as floor sensors, actuators, AGVs, and machine control using short cyclic traffic with very short datagrams. Typical cycle time from 10ms to 100 ms and data sizes below 800 bytes. Packets that are delayed by more than 50 ms will result in packet loss.</p> <p>Real-time automation has absolute priority over best effort, Software download, Voice services, and Real-time video, and can completely starve those segment traffic priorities.</p>

100		Network Slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Network slicing is not currently supported on T-Mobile's Private Only solution. For Hybrid Public /Private designs, network slicing will be supported by T-Mobile on the public connection once network slicing is commercially available later in 2024.</p> <p>While network slicing is not supported by T-Mobile's Private Only solution today, similar functionality can be achieved using Network Segments (VLANs) and QoS values. As outlined in question #99, each network segment provisioned on T-Mobile's Private Network solution will support up to five Quality of Service (QoS) queues. Multiple Network Segments are supported per SIM card.</p>	*
101	Network Components:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Header Row	
102		High Availability	<input checked="" type="radio"/> Yes <input type="radio"/> No	T-Mobile's PWN solution is always deployed in with dual, redundant cores. Additional redundancy can be built in as required by use cases and applications. The need for High Availability and that definition shall be described in each contract and ensure by a corresponding Service Level Agreement (SLA).	*
103		Indoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	Indoor rated radios and antennas are available and will be recommended as appropriate for the installed environment. Additional outdoor rated radios and antennas can be a fit depending on the indoor environment. The exact RAN will be selected after a sitewalk and a detailed analysis of the area have been completed. The RAN will support the frequency spectrum as determined by the solution requirements and the sitewalk.	*
104		Outdoor RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	Outdoor rated radios and antennas will be recommended as appropriate for the installed environment. The exact RAN will be selected after a sitewalk and a detailed analysis of the area have been completed. The RAN will support the frequency spectrum as determined by the solution requirements and the sitewalk.	*
105		Open/proprietary RAN	<input checked="" type="radio"/> Yes <input type="radio"/> No	T-Mobile's PWN solution is a proprietary RAN solution.	*
106		Open/proprietary Core	<input checked="" type="radio"/> Yes <input type="radio"/> No	T-Mobile's PWN solution is a proprietary core solution.	*
107		SIMs	<input checked="" type="radio"/> Yes <input type="radio"/> No	SIMs are provided as part of T-Mobile's PWN solution for various. Both physical SIM's and eSIM's may be part of these solutions.	*
108		End User Devices	<input type="radio"/> Yes <input checked="" type="radio"/> No	End user devices are available for purchase via T-Mobile wireless contract.	*
109		Gateways	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Optional</p> <p>T-Mobile's PWN solution is a closed system with connectivity back to the customer's core LAN network only.</p> <p>If the customer requirements include a need to access anywhere outside their PWN, through their firewall T-Mobile could include a Secure-Access Service Edge (SASE) Gateway in the solution. This should be discussed during the requirements gathering stage.</p>	*
110	Design and Installation Services:		<input checked="" type="radio"/> Yes <input type="radio"/> No	Header Row	
111		RF Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	RF design is included in T-Mobile's PWN solution. Considerations include cellular spectrum utilized, building size, number of stories, ceiling height, building materials, indoor/outdoor, and other factors depending on the use cases and desired outcomes.	*
112		System Design	<input checked="" type="radio"/> Yes <input type="radio"/> No	System design is included in T-Mobile's PWN solution.	*

113		Radio Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Radio installation is included in T-Mobile's PWN solution. Based on design requirements, the Radio Area Network (RAN) consists of the following: Baseband Units (BBUs), purpose designed network routers, Micro or Macro Remote Radio Heads (RRHs), Indoor Radio Units (IRUs), and radio Dots.	*
114		Core Installation	<input checked="" type="radio"/> Yes <input type="radio"/> No	Private Core installation is included in T-Mobile's PWN solution. T-Mobile's Private Core is implemented in a dual active/passive redundant architecture.	*
115		System integration and testing	<input checked="" type="radio"/> Yes <input type="radio"/> No	System integration and testing is included in T-Mobile's PWN solution and is performed as a critical step in all network deployments.	*
116		Application integration support	<input type="radio"/> Yes <input checked="" type="radio"/> No	While T-Mobile does not provide application integration as a specific service, T-Mobile will work with customers to ensure that their applications are performing as specified during the design phase.	*
117		Network slicing	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Network slicing is not currently supported on T-Mobile's Private Only solution. For Hybrid Public /Private designs, network slicing will be supported by T-Mobile on the public connection once network slicing is commercially available later in 2024.</p> <p>While network slicing is not supported by T-Mobile's Private Only solution today, similar functionality can be achieved using Network Segments (VLANs) and QoS values. As outlined in question #99, each network segment provisioned on T-Mobile's Private Network solution will support up to five Quality of Service (QoS) queues. Multiple Network Segments are supported per SIM card.</p>	*
118		Operations, Maintenance and Administrative Services:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Header Row	
119		Spectrum Access System	<input checked="" type="radio"/> Yes <input type="radio"/> No	Connectivity to a Spectrum Access System (SAS) provider is required for CBRS PWN deployments. For PWN designs utilizing T-Mobile licensed spectrum, a connection to the Spectrum Access System is not required. For all CBRS PWN deployments, T-Mobile will include SAS connectivity in the overall system design.	
120		Network monitoring	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>T-Mobile's Private Network solution is built on the industry leading Ericsson Private EP5G platform which includes redundant Network Controllers (Private Core), Radio Area Networking (RAN) hardware such as Basebands and Radios, related software components, services, and Ericsson Network Management (ENM) portal. The ENM portal provides centralized cloud-management capabilities to both Ericsson Network Operations Center (NOC) technicians and T-Mobile NOC technicians, as well as a customer's authorized technicians.</p> <p>The ENM portal enables users to perform the following actions:</p> <ul style="list-style-type: none"> - React on alarms and events - Monitor system security status through the NMP Security Dashboard - Identify equipment status presented on the NMP Dashboard <ul style="list-style-type: none"> -Baseband -Network controllers -Indoor radio units -Micro radios -Macro radios -Radio Dots - Identify parts of the network that are disabled or malfunctioning - Solve basic network malfunctions - View spectrum usage <p>The portal also includes a dashboard that provides an overview of the private network, including the</p>	

			<p>following:</p> <p>Network Performance Monitoring:</p> <ul style="list-style-type: none"> - Information on equipment status - Uptime data/statistics - Traffic - SIM card entries with connected devices their data consumption - Watchdog measurement data <ul style="list-style-type: none"> - Latency (round-trip time)* - Radio signal quality* <p>*Latency and signal strength measurements are collected continuously. Speed tests are initiated on request and should be used with care, as they inject traffic into the system, affecting overall network performance.</p> <p>Security Dashboard Monitoring:</p> <ul style="list-style-type: none"> - The Security Dashboard page provides Security Admin users an overview of security-related information. <p>Reporting:</p> <ul style="list-style-type: none"> - Monthly reporting (Uptime/Downtime reports) - Event Logs, by category - <ul style="list-style-type: none"> - Information - Warning - Error <p>Email Notifications:</p> <p>Under Email Notification Settings in the NMP user menu, automatic email notifications can be configured based on status changes for the following types of activity:</p> <ul style="list-style-type: none"> - Network Status - Baseband connection status - Radio connection status - Radio dot connection status - SIM Cards <ul style="list-style-type: none"> - Added SIM card - Removed SIM card - Settings <ul style="list-style-type: none"> - Software update - Sites <ul style="list-style-type: none"> - Maintenance status - Network controller connection status - Site connection status (all sites) - Spectrum status - Watchdogs <ul style="list-style-type: none"> - Watchdog connection status
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Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 121. 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](#) - T-Mobile Pricing Scenarios for Sourcewell ANS RFP 020624.pdf - Tuesday February 20, 2024 12:26:11
- [Financial Strength and Stability](#) - T-Mobile 10-K_Report_-_Year_end_2023.pdf - Thursday February 15, 2024 16:57:32
- [Marketing Plan/Samples](#) - T-Mobile Sample Marketing Materials.pdf - Friday February 16, 2024 16:24:44
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Thursday February 15, 2024 17:29:15
- [Requested Exceptions](#) - Requested Exceptions.pdf - Tuesday February 20, 2024 13:35:55
- [Upload Additional Document](#) - T-Mobile Additional Document Sourcewell RFP 020624.pdf - Monday February 19, 2024 15:07:31

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_Private_Wireless_Services_RFP_020624 Fri February 2 2024 10:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Private_Wireless_Services_RFP_020624 Wed January 31 2024 08:09 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Private_Wireless_Services_RFP_020624 Tue January 30 2024 12:22 PM	<input checked="" type="checkbox"/>	3
Addendum_4_Private_Wireless_Services_RFP_020624 Fri January 26 2024 03:28 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Private_Wireless_Services_RFP_020624 Wed January 24 2024 04:00 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Private_Wireless_Services_RFP_020624 Thu January 18 2024 08:22 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Private_Wireless_Services_RFP_020624 Fri January 12 2024 02:04 PM	<input checked="" type="checkbox"/>	1