	RFP No: 1907
To	**The State of Nevada on behalf of the Western States Contracting Alliance (WSCA)**
For	**Part IA – Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"**
	Accessories and Equipment
Date	**Proposal Opening Date: April 4, 2011** **Proposal Opening Time: 2:00 PM**
Offeror	**AT&T Mobility National Accounts LLC, dba AT&T Mobility** **1025 Lenox Park Blvd NE 5D46** **Atlanta, GA 30319**

Limited Rights Legend

RFP No: 1907

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

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Tab III. Vendor Information Sheet for RFP No: 1907

Vendor Must:

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

B) Type or print responses; and

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

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

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Tab IV. State Documents

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

Amendments

- ***Amendment 1, received February 7, 2011, is attached.***
- ***Amendment 2, received March 22, 20011, is attached.***

(PLACEHOLDER FOR AMENDMENT PAGES)

(PLACEHOLDER FOR AMENDMENT PAGES)

Attachment A – Confidentiality of Proposals and Certification of Indemnification

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

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

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

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

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

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

Part I B – Confidential Technical Information			
YES		***NO***	***X***
Proposal Sect. & Page #	***Justification for Confidential Status***		
n/a	***No confidential items in the Accessories and Equipment band***		

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

Company Name

Signature

Print Name ***Date***

Attachment C1 – Vendor Certifications

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal response are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name

Signature

Print Name

Date

Vendor's Certificate of Insurance

AT&T Response:

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

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(PLACEHOLDER FOR CERTIFICATE OF LIABILITY INSURANCE PAGES)

(PLACEHOLDER FOR CERTIFICATE OF LIABILITY INSURANCE PAGES)

Vendor Licensing Agreements and/or Hardware and Software Maintenance Agreements

AT&T Response:

See AT&T Mobility Nevada Business License, attached.

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(PLACEHOLDER FOR NEVADA BUSINESS LICENSE PAGES)

(PLACEHOLDER FOR NEVADA BUSINESS LICENSE PAGES)

Applicable Certifications and/or Licenses

AT&T Response:

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

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

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

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

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

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

_____
Company Name

_____
Signature

_____ _____
Print Name Date

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	***RFP PAGE NUMBER***	***EXCEPTION (Complete detail regarding exceptions must be identified)***
3.2.2	***10***	***AT&T will complete the evaluation and review within 20 business days; however, an evaluation and review does not include an obligation to revise pricing. Any changes to the then current agreement pricing must be formalized by an amendment.***
3.3.1	***11***	***At this time, AT&T can not provide "ship to" information for reporting purposes. AT&T is investing in a program to address this issue.***
3.3.3	***11***	***At this time, AT&T can not provide "ship to" information for reporting purposes. AT&T is investing in a program to address this issue.***
3.3.4	***12***	***At this time, AT&T can not provide "ship to" information for reporting purposes. AT&T is investing in a program to address this issue. Equipment billed to credit cards or as separately billed equipment will not be captured and will not be part of the report.***
4.2.1.1	***21***	***Subcontracts are selected from a pool of subcontractors on an-as-needed basis. When needed for a project, AT&T requires subcontractors to adhere to the same requirements as AT&T.***
4.2.1.2	***21***	***When needed for a project, AT&T requires subcontractors to adhere to the same requirements as AT&T and will require them to sign Attachment C-1.***
4.2.1.3	***21***	***When needed for a project, AT&T will require subcontractors to provide a minimum of three references to the Participating Entity for review.***
4.2.1.4	***21***	***When subcontractor is needed for a project, AT&T will require subcontractors to provide proof of insurance as required in this RFP.***
4.2.1.5 Amendment 2	***page 3***	***When subcontractor is needed for a project, AT&T will obtain Participating Entity approval prior to the commencement of work.***
11.2.3	***36***	***Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR***

RFP SECTION NUMBER	***RFP PAGE NUMBER***	***EXCEPTION (Complete detail regarding exceptions must be identified)***
		Section 26 Insurance Coverage page 6: ***Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.*** ***Change to:*** ***Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's required insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.***
11.2.3	***36***	***Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR*** ***Section 26 General Requirements page 7:*** ***d. <u>Deductibles and Self-Insured Retentions</u>: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor***

RFP SECTION NUMBER	***RFP PAGE NUMBER***	***EXCEPTION (Complete detail regarding exceptions must be identified)***
		from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars ($5,000.00) per occurrence, unless otherwise approved. ***Change to:*** ***d. <u>Deductibles and Self-Insured Retentions</u>: Any deductible or self-insured retention be at the sole risk of the Contractor.***
11.2.3	***36***	***Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR*** ***Section 26 General Requirements page 7:*** ***e. <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.*** ***Change to:*** ***e. <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled or non-renewed and shall provide that notices required by this paragraph shall be sent by mail to the address identified on page 1 of the contract.***
11.2.3	***36***	***Insurance requirements in: Attachment D STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR*** ***Section 26 General Requirements page 8:*** ***<u>Review and Approval</u>: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance***

RFP SECTION NUMBER	***RFP PAGE NUMBER***	***EXCEPTION (Complete detail regarding exceptions must be identified)***
		required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements. ***Change to:*** ***<u>Review and Approval</u>: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise.***
Attachment D and Attachment K		***AT&T'S GENERAL EXCEPTIONS TO ATTACHMENT D AND ATTACHMENT K*** ***In addition to the exceptions and assumptions noted above, and in accordance with the express directives set forth in the RFP, AT&T hereby also takes a general exception to the WSCA MSA Contract Form set forth in Attachment D to the RFP (the "WSCA MSA"), and to the four States' respective unique terms and conditions set forth in Attachment K (collectively, the "Additional States' Ts&Cs").*** ***In general, in the event AT&T is fortunate enough to be selected as a vendor under this procurement, AT&T fully anticipates that it will be able to negotiate a mutually acceptable form of contract that will serve as the fundamental terms and conditions through which AT&T will provide its products, services, discount programs and related offers set forth in the Response to Participating Entities. However at this time, the form of the WSCA MSA does not reflect the product-***

RFP SECTION NUMBER	***RFP PAGE NUMBER***	***EXCEPTION (Complete detail regarding exceptions must be identified)***
		related terms and conditions that AT&T believes are necessary to properly reflect both AT&T's operational deliverables and its risk tolerance. Nevertheless, AT&T has had a long-standing relationship with WSCA and remains very confident that the vast majority of the WSCA MSA can be accepted and ultimately incorporated into a final, cohesive contract vehicle that is satisfactory to both AT&T and WSCA, and which enables seamless, efficient commerce with the Participating Entities. Moreover, WSCA made it clear in the RFP that the WSCA MSA was provided as a courtesy to vendors, and that it was not necessary for vendors to complete the WSCA MSA with their proposal responses. ***AT&T takes similar exceptions to the Additional States' Ts&Cs. In addition to the reasons stated above with respect to the WSCA MSA, AT&T submits that the Additional States' Ts&Cs are more akin to the types of provisions that would be included in a Participating Addendum for each such State, similar to how the State of Nevada would have its own Participating Addendum if it chooses to be a Participating Entity. Furthermore, the very nature of the WSCA MSA makes acceptance, rejection or modification of the Additional States' Ts&Cs difficult, if not impossible, at this time because WSCA and AT&T must reach a final agreement on the resulting contract to best determine which provisions of the Additional States' Ts&Cs are appropriate for inclusion. Once again, AT&T pledges its optimism and willingness to negotiate in good faith with all potential Participating Entities, including these four States, on any additional terms and conditions requested.*** ***Accordingly, notwithstanding anything to the contrary set forth in the RFP, neither AT&T nor WSCA is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.***

ASSUMPTION SUMMARY FORM

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

Tab VI. Section 3. Scope of Work

3.1 General Requirements

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

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

AT&T Response:

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

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

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

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

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

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

AT&T Response:

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

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

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

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

AT&T investments also include:

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

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

Quality Wireless Voice Services

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

Quality Wireless Broadband (Wireless Data) Services

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

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

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

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

4G Evolution

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

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

Quality Equipment and Accessories

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

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

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

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

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

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

AT&T Response:

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

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

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

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

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

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

AT&T will maintain a list of authorized users.

Level of User Access Hierarchy

Telecom Managers

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

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

Billing Account Number Administration (BAN Admin)

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

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

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

CRU with Administrative Rights

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

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

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

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

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

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

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

AT&T Response:

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

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

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

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

3.1.5 Use of these contracts is permissive.

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

3.2 Administration of Contract(s)

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

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

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

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

AT&T Response:

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

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

AT&T Response:

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

3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The

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

AT&T Response:

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

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

AT&T Response:

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

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

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

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

AT&T Response:

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

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

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

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

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

AT&T Response:

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

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

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

AT&T Response:

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

3.3 Reporting

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

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

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

AT&T Response:

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

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

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

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

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

3.3.2.1 Usage and purchases under the contract.

AT&T Response:

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

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

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

AT&T Response:

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

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

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

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

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

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

Basic Wireless User Inventory Report

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

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

Expanded Wireless User Inventory Report

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

Rate Plan Summary Report

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

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

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

Upgrade Eligibility Report

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

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

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

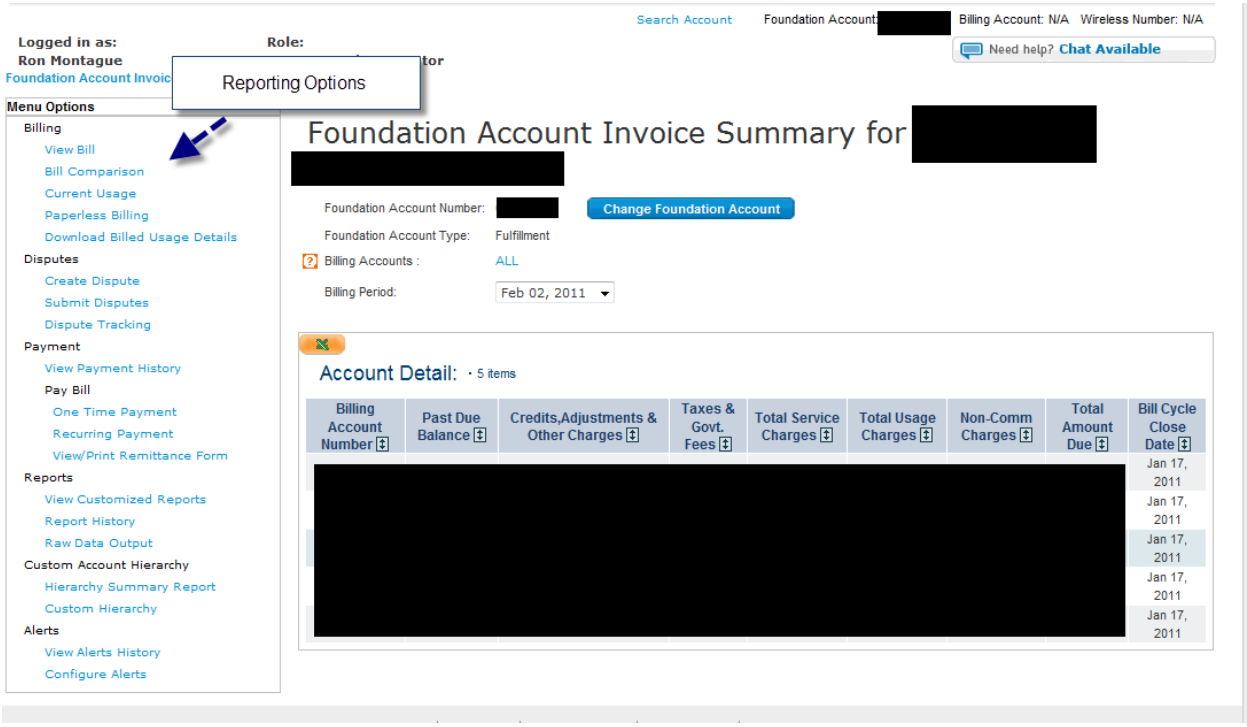

Figure 1: Sample AT&T Rate Plan Optimization Report.

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

AT&T Response:

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

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

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

AT&T Response:

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

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

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

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

AT&T Response:

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

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

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

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

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

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

AT&T Response:

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

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

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

AT&T Response:

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

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

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

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

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

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

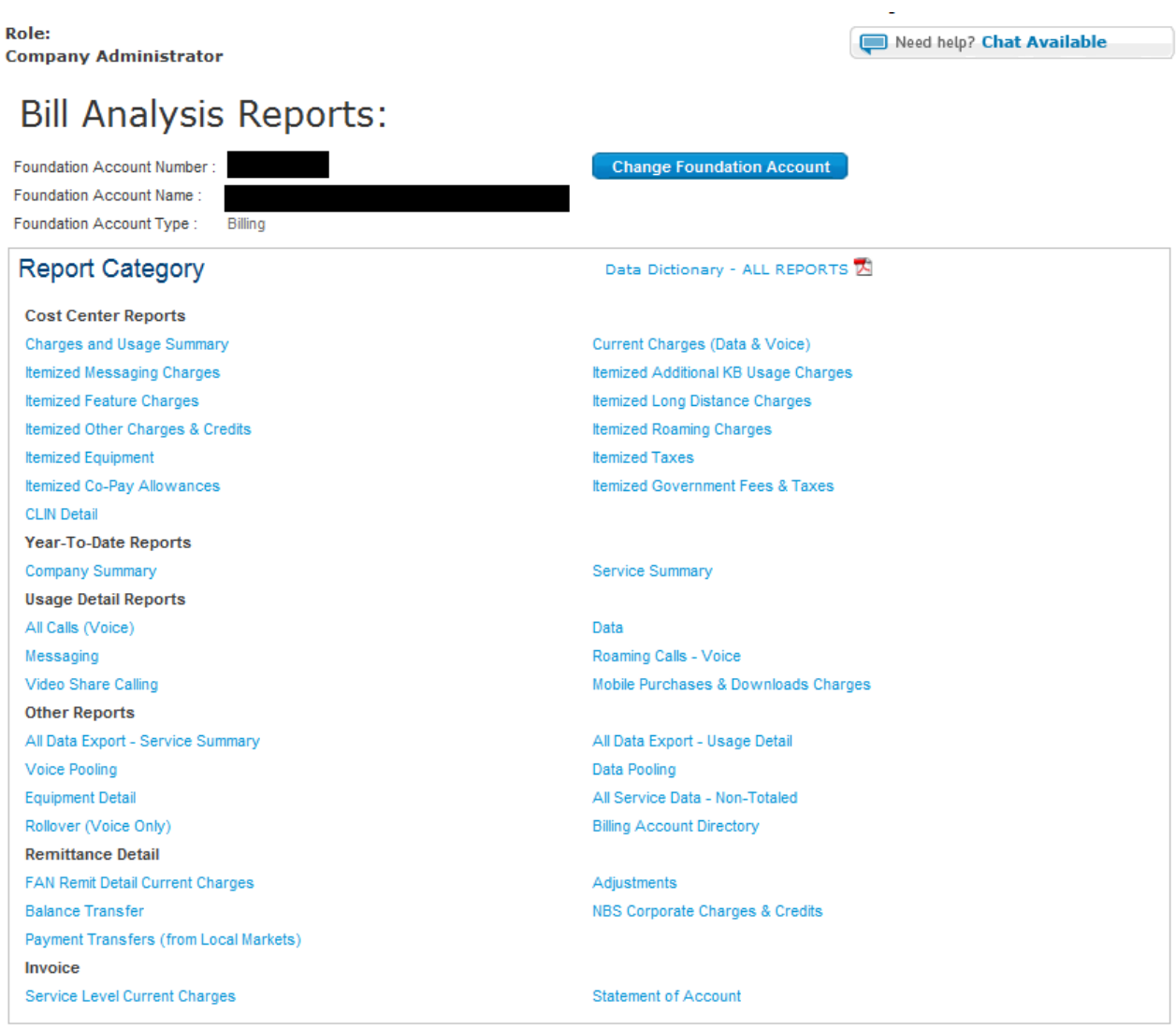

Figure 2: Example of Custom Reports List for Bill Analysis.

at&t

Basic Wireless User Inventory Report

Report Name	BasicWirelessUserInventoryReport_FAN000[redacted]
Report Description	Report Request for Foundation Account Number: [redacted] Basic Wireless User Inventory Report for [redacted]
Report Run Date	03/01/2011
Requested By	RMontague5tcm

Foundation Account Number	Billing Account Number	Billing Account Name	Wireless Number	Wireless User Status	Status Effective Date	Wireless User Full Name	Phone or Device Make	Phone or Device Model	Phone or Device ID (IMEI)	User Defined Label 1	User Defined Label 2
[redacted]	[redacted]	[redacted]	[redacted]	Active	2007-03-12	[redacted]	Motorola	V3	[redacted]	[redacted]	[redacted]
				Active	2011-01-28		RIM	BOLD 9000			
				Active	2006-10-11		Motorola	V3			
				Active	2011-01-28		RIM	BOLD 9000			
				Active	2010-06-11		Panasonic	CF-19			
				Active	2006-10-11		Samsung	X497			
				Active	2011-01-28		unknown	unknown			
				Active	2010-06-11		Panasonic	CF-19			
				Active	2010-06-11		Panasonic	CF-19			

Figure 3: Example of Equipment Inventory Report.

Report Name: Equipment Detail

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

Cost Center Name	Billing Account Number	Wireless Number	User Name	Transaction Number	Transaction Date	Item Description	Item ID	Qty	Unit Price	Equipment Charge	Equipment Tax	Equipment Shipping and Handling	Other Amount Tendered	Total Charge	
San Francisco CA - Cingular	xxxx	xxxx	aaaa		01/26	TOTAL TAX	1	0	$17.81	$0.00	$17.81	$0.00	$0.00	$17.81	
San Francisco CA - Cingular	xxxx	xxxx	aaaa		01/26	BAT RIM 1270MAH OR	75991	5	$37.49	$187.45	$0.00	$0.00	$0.00	$187.45	
San Francisco CA - Cingular	xxxx	xxxx	aaaa		01/26	DAT RIM TORCH 9800 BLK UMTS	68001	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
San Francisco CA - Cingular	xxxx	xxxx	aaaa		01/26	TOTAL TAX	1	0	$47.50	$0.00	$47.50	$0.00	$0.00	$47.50	
San Francisco CA - Cingular	xxxx	xxxx	aaaa		01/26	SIM 64K UICC-E	73043	1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
GrandTotal											**$187.45**	**$65.31**	**$0.00**	**$0.00**	**$252.76**

Grandtotal # of Wireless Numbers : 2

Figure 4: Example of Equipment Cost Detail.

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

AT&T Response:

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

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

Voice_Billed_Usage_Details_1299802359618[1]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	Foundation Account Number	Foundation Account Name	Billing Account Number	Billing Account Name	Wireless Number	Market Cycle End Date	Item	Date	Time	Number Called	Called To	Minutes Charged	Rate Pd	Feature	Airtime Charge	LD/Add Charge	Intl Tax	Roaming indicator	Total
2	0	ABC	99000000	ABC	(206) 000-000	22611	1	12611	8:06	(206) 000-0001	VVPN,	4	DT		0	0	0	No	0
3	0	ABC	99000000	ABC	(206) 000-001	22611	2	12611	8:11	(206) 000-0002	MANTECA, CA	13	DT		0	0	0	No	0
4	0	ABC	99000000	ABC	(206) 000-002	22611	3	12611	8:24	(206) 000-0003	VVPN,	3	DT		0	0	0	No	0
5	0	ABC	99000000	ABC	(206) 000-003	22611	4	12611	9:02	(206) 000-0004	VACAVILLE, CA	46	DT		0	0	0	No	0

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

3.4 Contract Management

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

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

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

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

AT&T Response:

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

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

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

AT&T Response:

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

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

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

AT&T Response:

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

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

3.5 Voice Services and Support (Band 1)

AT&T Response:

See AT&T's response to 3.5, Voice Services and Support (Band 1), in the Wireless Voice Service proposal.

3.6 Broadband Services and Support (Band 2)

AT&T Response:

See AT&T's response to 3.6, Broadband Services and Support (Band 2), in the Wireless Broadband Service proposal.

3.7 Accessories/Equipment/Devices (Band 3)

Participating Entities require a provider that can serve all of their collective mobility equipment needs efficiently and cost-effectively. AT&T will continue to provide cost effective and consistent service, enhanced network technology, and new equipment devices to Participating Entities.

3.7.1 All accessories must be new, of current design and function, and unused. Discontinued or used items will not be accepted.

AT&T Response:

AT&T will provide accessories that are new, of current design and function, and unused.

AT&T is committed to providing WSCA with a wide variety of quality accessories to enhance their wireless experience. To achieve this, AT&T has put into place an Accessory Development team to review, test, and select the accessories that we can provide to our customers.

Launching accessories of the highest quality is a priority for the Accessory Development team. Therefore, testing is a key component of the launch timeline. Before a product is launched by AT&T, it must meet high quality standards defined by our AT&T Technical Approval (TA) certification process.

The AT&T TA Certification is achieved once a product has successfully passed a series of AT&T pre-defined tests to verify that AT&T launches a quality, safe product for use by our customers. The testing is undertaken in one of two AT&T-certified test laboratories. The final TA Certification letter is provided once the test results are reviewed and meet AT&T TA standards.

The following accessories launched by AT&T require the AT&T TA Certification: all power products (e.g., Vehicle Power Chargers, AC Chargers, Desk Chargers, and Charging Cases), all Wired Stereo Headsets, Bluetooth products, Memory Cards, and rugged cases.

With AT&T's commitment to testing and evaluation, the products offered in this band will result in the End Users receiving accessories they can count on to perform seamlessly with their equipment, enhance the value of wireless service, and deliver long term value. Users will not have to constantly replace accessories that fail or deliver substandard performance.

3.7.2 In addition to the items specifically listed herein, purchasing entities will be allowed to order from the successful vendor's regular product line for delivery F.O.B. destination to any point within the using states. Provide with your response, a link to your on-line catalog.

AT&T Response:

AT&T's regular product line is available to Participating Entities. All will ship freight on board (FOB) destination to any point within the Participating Entities' states. The following websites have been established for agencies to review and order equipment.

- ***http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp***
- ***http://www.wireless.att.com/businesscenter/wsca.jsp***

3.7.3 At vendor's expense, vendor shall arrange for pick up of products returned because of quality problems, duplicated shipments, outdated products, etc., within five (5) business days after notification with no restocking charge and replaced with specified products or the using entity shall be credited or refunded for the full purchase price. Standard stock products ordered in error by using entities must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition and in original container, unused.

AT&T Response:

For most AT&T equipment, Participating Entities are eligible to return their equipment 30 days from the time of the original purchase for a full credit of the purchase price. For the iPhone and some select equipment, Participating Entities are eligible to return their equipment 14 days from the time of the original purchase for a full credit of the purchase price, less a restocking fee.

3.7.4 Define distribution capabilities. Prices for all items associated with this contract are to be F.O.B. destination to anywhere within the participating entities.

AT&T Response:

AT&T orders equipment from manufacturers and distribution channels. We will deliver this equipment to the Participating Entity via any major shipping company.

AT&T has purchasing agreements with nearly 100 manufacturers. AT&T works with several distribution channels, sometimes known as tier 2 distributors. To order the equipment from one of these companies, AT&T enters the order into our comprehensive ordering system, the system routes it to our procurement team, which then contacts the appropriate manufacturer or distributor. When the order is filled, AT&T will ship it to the appropriate Participating Entity according to our agreement with WSCA. AT&T can ship overnight (via either FedEx or UPS) or standard ground (via UPS or another large carrier).

AT&T's standard agreement provides for FOB shipping point. For drop shipments, this means risk of loss and title pass when AT&T delivers equipment to the freight carrier. For installed equipment, AT&T agrees to risk of loss and title pass upon installation at the Customer Site. In addition, freight on board (FOB) shipping point means the Participating Entity is additionally billed freight, including insurance.

3.7.5 Define ARO (After Receipt of Order) lead times. The preferred delivery time is not more than five (5) calendar days.

AT&T Response:

With AT&T's wireless services, End User generally receive equipment within 48 to 72 hours of order.

Regardless of whether the Participating Entity ordered equipment online or by phone, AT&T will typically ship it within 24 hours via FedEx overnight shipping. Equipment that is in high demand or has limited availability may take longer to deliver. However, in-stock equipment ordered before 3:00 p.m. may arrive the next business morning.

3.7.6 Provide detailed warranty information.

AT&T Response:

Warranty claims are reserved for wireless devices owned 31-365 days (if purchased new) or 31-90 days (if purchased refurbished). Devices with physical or liquid damage are not covered under the warranty and are not eligible for a warranty exchange.

Table 1 provides information on AT&T warranty claims. Please review the table contents to determine the next steps:

Table 1: Warranty Claims Matrix

If you purchased your device	And you've owned it	You should
New or Refurbished	0 - 30 days	For more information, see How long is the warranty on equipment purchased from the AT&T website? Is there a trial period?
New	31 - 365 days	See our Device Troubleshooting guide to determine if you are eligible for our Online Warranty Exchange program. Check to see if AT&T's Device Support Centers (DSC) can provide you with same-day, face-to-face warranty and technical support.
Refurbished	31 - 90 days	See our Device Troubleshooting guide to determine if you are eligible for our Online Warranty Exchange program. Check to see if AT&T's Device Support Centers (DSC) can provide you with same-day, face-to-face warranty and technical support.
New	366 days or longer	Your device is out of warranty. Consider upgrading your device. Call *NEW# (*639#) from your wireless device to determine your upgrade eligibility via text message. Purchase a replacement device from the AT&T Wireless website or an AT&T retail store. File an insurance claim with Asurion at 1-888-562-8662 if you have

If you purchased your device	***And you've owned it***	***You should***
		equipment coverage. See our Wireless Phone Insurance website for more information.
Refurbished	***91 days or longer***	***Your device is out of warranty. Consider upgrading your device. Call *NEW# (*639#) from your wireless device to determine your upgrade eligibility via text message.*** ***Purchase a replacement device from the AT&T Wireless website or an AT&T retail store.*** ***File an insurance claim with Asurion at 1-888-562-8662 if you have equipment coverage. See our Wireless Phone Insurance website for more information.***
If the above options do not apply to the Participating Entity's situation, please contact Customer Service at 1-800-801-1101 to discuss other options.		

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

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

AT&T Response:

AT&T has provided in the cost proposal pricing for OEM and Aftermarket products. For more information on AT&T's currently available accessories, please see our website: http://www.wireless.att.com/cell-phone-service/accessories/index.jsp#fbid=fZ1LAEHczI3.

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

AT&T Response:

AT&T understands the need for Participating Entities to trial products to determine the best fit for their needs. AT&T has a generous accessories return policy, which allows Participating Entities to purchase equipment and have 30 days to return if not satisfied.

Tab VII. Section 4 – Company Background and References

4.1 Vendor Information

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

AT&T Response:

Table 2: AT&T's Vendor Information

Question	Response
Company name:	***AT&T Mobility National Accounts LLC***
Ownership (sole proprietor, partnership, etc.):	***Limited Liability Company***
State of incorporation:	***Delaware***
Date of incorporation:	***1999***
# of years in business:	***12+***
List of top officers:	***AT&T Mobility Managers***
Location of company headquarters:	***Atlanta, GA***
Location(s) of the company offices:	***Atlanta, GA***
Location(s) of the office that will provide the services described in this RFP:	***Hanover, MD***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***With 62,000 wireless employees throughout the U.S., AT&T can provide service locally where ever locally may be.***
Number of employees nationally with the expertise to support the requirements in this RFP:	***650***
Location(s) from which employees will be assigned for this project:	***Hanover, MD*** ***Paramus, NJ*** ***Harrisburg, PA*** ***Janesville, WI*** ***Little Rock, AR*** ***Bloomington, MN*** ***Bothell, WA*** ***San Ramon, CA*** ***Sacramento, CA*** ***Cerritos, CA*** ***San Diego, CA***

AT&T is a company of people innovating for people. For more than a century, AT&T has consistently provided innovative, reliable, high-quality products and services and excellent customer care. Today, AT&T's mission is to connect people with their world, everywhere they live and work, and do it better than anyone else. AT&T is fulfilling this vision by creating new solutions for government, consumers, and businesses and by driving innovation in the communications and entertainment industry.

AT&T's revenues place us as the largest communications holding company in the world. AT&T ranks 7th on the Fortune 500 list of largest corporations in the Unites States and 21st on the Fortune Global 500 list of the largest corporations in the world. This permanence demonstrates AT&T's breadth and depth of resources needed to weather economic cyclical changes.

AT&T is recognized as one of the leading worldwide providers of IP-based communications services to businesses. We also have the nation's fastest mobile broadband network and the largest international coverage of any U.S. wireless carrier, offering the most phones that work in the most countries, the largest Wi-Fi network in the United States based on branded and operated hotspots, and the largest number of total broadband connections in the United States.

As AT&T continues to break new ground and deliver new solutions, we are focused on delivering the high-quality customer service, which is our heritage.

Key Facts

AT&T is the largest communications holding company in the world by revenue. Operating globally under the AT&T brand, we are:

- ***The nation's fastest mobile broadband network - and getting faster with 4G - serving millions of customers and enabling them to travel and communicate seamlessly with the best worldwide wireless coverage—offering the most phones that work in the most countries. AT&T offers voice coverage in more than 220 countries, data roaming in 200 countries, and 3G in more than 130 countries.***
- ***The nation's largest provider of broadband—more than 17.8 million total broadband connections.***
- ***Managing the nation's largest Wi-Fi network with more than 27,000 AT&T Wi-Fi Hot Spots in the United States, and access to more than 188,000 hot spots around the world.***
- ***The parent of YP.com, a leading Internet Yellow Pages network that, when combined with AT&T Real Yellow Pages, receives more than 5 billion consumer searches a year.***
- ***The leading U.S. provider of local and long distance voice services.***

Diversity

AT&T's century-long history of innovation is a story about people from all walks of life and backgrounds coming together to improve the human condition. It is our diversity, coupled with an inclusive culture, which welcomes all points of view and makes us who we are: a desired business partner, a great place to work, and a committed member of the communities we serve.

Consumer Services

AT&T's portfolio of services — perhaps the most robust in the marketplace — delivers choice, value, and convenience across a range of options. Millions of consumers have chosen AT&T's comprehensive service bundles because of our competitive pricing and the convenience of a single bill for wired and wireless voice and data, broadband Internet, TV, and messaging services.

Networks

The AT&T network includes extensive wireless and wired access capabilities, as well as one of the world's most advanced and powerful IP backbones.

AT&T's industry-leading wireless network includes the following:

- ***AT&T has the nation's fastest mobile broadband network, and getting faster with 4G. HSPA is the high speed evolution of GSM/EDGE, which shares a common core network.***
- ***AT&T's mobile broadband service footprint covers more than 90% of the U.S. population, including the top 100 U.S. markets.***
- ***With AT&T's HSPA+ deployment and backhaul enhancements, followed by AT&T's planned deployment of LTE starting mid-year 2011, AT&T customers will have access to best-in-class network speed and technology.***
- ***AT&T's expanded backhaul connectivity, planned to be deployed in 2011 and 2012, enables faster mobile broadband speeds when combined with our HSPA+ and planned LTE technology upgrades.***
- ***AT&T has deployed HSPA+ technology. AT&T began trials of LTE equipment in 2010, with commercial deployment expected to begin in mid-2011 -- a timeline that coincides with the expected evolution of LTE equipment and device availability.***

AT&T is constantly working to deliver new capabilities and applications via our access network.

Industry Awards and Recognition

AT&T has received a wide range of industry and national awards and other recognitions. Several of these are highlighted below.

AT&T Connected Vitality GlowCaps Wins 2011 Global Mobile Award – Feb 2011
The Global Mobile Awards recognize excellence and innovation in mobile products, services, and initiatives across the worldwide mobile eco-system.

AT&T Receives Frost & Sullivan Product Leadership of the Year Award for Mobile Enterprise Applications – Feb 2011
Frost & Sullivan identified AT&T's advanced features and functionality, commitment to innovation, consistently high quality offerings and customer value enhancements as key reasons for its leadership in providing mobile enterprise applications.

AT&T Developer Program Ranked Best Among All U.S. Carriers For Fifth Consecutive Year – Feb 2011
AT&T Developer Program led all others in all categories surveyed and provides unmatched support for the developer community.

AT&T Named "Best Mobile Coverage in the World" by Business Traveler Magazine – Jan 2011
AT&T, for the fourth year in a row, has claimed the top spot among U.S. wireless providers.

4.1.2 Please be advised, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

AT&T Response:

AT&T is registered with the State of Nevada as a foreign corporation. AT&T has copies of state and country business licenses on file for WSCA's review if needed.

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

AT&T Response:

Question	Response
Nevada Business License Number:	***NV200103909***
Legal Entity Name:	***AT&T Mobility National Accounts LLC***

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

AT&T Response:

Yes		***No***	***X***

If "No", provide explanation.

AT&T Response:

AT&T Mobility National Accounts LLC does business as AT&T Mobility.

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

AT&T Response:

AT&T understands that it is AT&T's responsibility to verify licensing requirements prior to proposal submittal. AT&T is licensed to do business in every state in the U.S. and every country in which we do business. AT&T has copies of state and country business licenses on file for WSCA's review if needed.

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

AT&T Response:

Yes	***X***	***No***	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

AT&T Response:

Question	Response
Name of State agency:	***Nevada State Procurement Office***
State agency contact name:	***Teri Smith***
Dates when services were performed:	***2006 – present***
Type of duties performed:	***Provide wireless equipment and services***
Total dollar value of the contract:	***$5+billion***

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

AT&T Response:

Yes		***No***	***X***

If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

AT&T Response:

Not applicable based on AT&Ts response to Section 4.1.6.

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

AT&T Response:

AT&T is unaware of any legal action that would impair our ability to meet our obligations under a contract with WSCA.

AT&T is a large company with an international presence and significant contractual relations. Given the size and scope of our business, we may have been involved in legal actions. However, AT&T is a well-capitalized company with assets in excess of any outstanding claims or lawsuits. As such, AT&T is unaware of any legal action that would preclude or impair our ability to meet our obligations or perform our duties under any contract.

AT&T serves millions of customers around the world. AT&T endeavors to honor our promises.

Yes	***n/a***	***No***	***n/a***

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

AT&T Response:

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

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

AT&T Response:

Why AT&T?

AT&T's enterprise-grade portfolio of services and relevant business expertise combine to meet the state and local government needs. Along with AT&T's powerful worldwide network and state-of- the-art mobile devices, AT&T offers service integration and consulting services to help Participating Entities optimize their mobile experiences.

The following chart represents AT&T's strengths in key areas.

Enterprise-Grade Portfolio	Relevant Business Expertise
Network • ***Bringing Participating Entities the world's most secure, reliable, and intelligent network.*** • ***AT&T's 3G network is available in more than 335 metropolitan areas.*** • ***The largest 3G network on the GSM standard.*** • ***The largest push-to-talk network in the U.S.***	***Integration*** • ***Thousands of specialists to support Participating Entities' business system integration needs.*** • ***Broad portfolio of integrated communication solutions and expertise.*** • ***End-to-end architectural designs, including HW/SW, security, application performance,***

Enterprise-Grade Portfolio	***Relevant Business Expertise***
• ***More than 188,000 worldwide Wi-Fi hot spots.*** • ***Global IP/MPLS networking backbone.***	***and reporting.*** • ***Certified project management experts, tools, and deployment resources.***
Devices • ***More remote connection options than any other provider.*** • ***Largest selection of mobile email and messaging devices.*** • ***Support for iPhone 3G, BlackBerry, and Windows Mobile® devices.*** • ***Comprehensive line of laptop cards, with integrated laptop support.*** • ***Extensive device protection and control options.*** • ***Solutions for managed routers, PBXs, and other equipment.***	***Consulting*** • ***Dedicated consultants with real-world experience and insight for improving business environments.*** • ***Research, planning, and recommendations.*** • ***Development for remote communication and collaboration systems.*** • ***Specialization in information workflow optimization and mobilization.*** • ***Expertise across most major industry verticals.*** • ***Multilingual managers speaking more than 16 languages.***

For AT&T's wireless services, we provide several dedicated support groups to assist Participating Entities with ordering products and services or troubleshoot issues. These groups include:

- ***End User Care (EUC)—supports End Users with their active wireless service.***
- ***National Business Ordering (NBO)—processes and fulfills orders and provisioning requests.***
- ***National Business Services (NBS)—elite, dedicated customer services team provides post-sales support to Authorized Order Placers (customer key contacts, program administrators, and telecom managers) of large Corporate/Enterprise Responsibility customers.***
- ***Mobility Enterprise Customer Maintenance Center (MECMC)—provides technical expertise to support Participating Entities' IT personnel, help desk teams, and telecom managers.***
- ***International Wireless Care team—provides support when Participating Entity users roam internationally or if they have specific international roaming questions.***

AT&T verifies that the members of these groups receive extensive and ongoing training on technologies, devices, and service offerings for the utmost in service for our customers, including Participating Entities.

Corporate History

AT&T's corporate history begins with Alexander Graham Bell inviting the telephone in 1876. That was the foundation of the company that became AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D, and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a worldwide communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998), and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of the most significant transformations since the invention of the telephone more than 130 years ago.

4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

AT&T Response:

AT&T has been a wireless services provider since 1994.

AT&T serves customers nationwide with a broad range of wireless voice and data services. AT&T has the nation's fastest mobile broadband network and serves 95.5 million wireless subscribers. AT&T holds spectrum licenses in all 50 U.S. states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands. AT&T has the best worldwide coverage of any U.S. carrier, with voice coverage in more than 220 countries, data roaming in 200 countries, and 3G in more than 130 countries.

The AT&T Network supports more Smartphone customers than any other US provider, with AT&T's best device lineup, and is being enhanced with 4G.

- ***AT&T introduced two 4G smartphones in 1Q2011 (Motorola ATRIX™ 4G and HTC Inspire™ 4G), with plans to introduce a third one by 1H2011.***
- ***AT&T joins two existing 4G-compatible laptop cards.***
- ***AT&T plans to introduce two 4G tablets, including the first LTE tablet, by mid summer 2011. Additional LTE tablets are planned for the 2H2011.***
- ***AT&T expects 20 4G devices by YE2011.***

- ***AT&T plans to deliver an industry-leading Android portfolio – more than 12 new Android devices in 2011.***

In the U.S., AT&T serves 95.5 million wireless subscribers. AT&T is the premier provider of broadband, long distance, and local voice services. AT&T offers our communication services in almost every country and territory in the world. AT&T services enable calls from 220 countries as well as wireless data roaming—for laptops, hand-held devices, and other data services—in more than 200 countries.

AT&T operates a wireless network that includes:

- ***Spectrum availability in the top 100 U.S. markets, 50 states, and the District of Columbia***
- ***Global System for Mobile communications/General Packet Radio Service (GSM/GPRS) infrastructure***
- ***Enhanced Data rate for GSM Evolution (EDGE) wireless broadband***
- ***Universal Mobile Telecommunications System/High Speed Downlink Packet Access (UMTS/HSDPA) broadband***

In addition to retail communication services, AT&T is a global leader in wholesale communication services. AT&T's wholesale organization serves carriers, wireless providers, systems integrators, cable operators, Internet service providers (ISPs), and content providers that need worldwide, regional, and local end-to-end solutions.

A key to AT&T's success in providing and integrating services is AT&T Labs, our research and development group. AT&T Labs has won seven Nobel Prizes and has more than 7,500 patents. AT&T researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.

4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with Section 9.5, Part III – Confidential Financial.

AT&T Response:

The response to 4.1.10 is located in Part III, Confidential Financial, per RFP instructions.

4.2 Subcontractor Information

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

AT&T Response:

Yes	***X***	***No***	

AT&T, in the regular course of business, does not employ subcontractors for the services offered under this proposal, with the exception of In-building Service Enhancement (ISE). Please see exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

If "Yes", vendor must:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

AT&T Response:

AT&T may subcontract work to be performed for In-building Service Enhancement (ISE). AT&T will retain full responsibility for all such work, including any obligations performed through AT&T's subcontractors. AT&T will be solely responsible for payments due any potential subcontractors.

When an ISE projects is required, AT&T selects from a pool of subcontractors with the goal to provide the best service to Participating Entities for the least cost. These projects are conducted on an as needed basis and could be anywhere in our network. AT&T uses skilled subcontractors and, if/when used, will provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information. AT&T will obtain approval from the Participating Entity prior to the start of work.

Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.4.2.1.2.

4.2.1.2 Provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information.

AT&T Response:

AT&T has contractors to supplement our staff. AT&T holds them to the same code of ethics, principles, and procedures that we hold our full-time staff. This includes, but may not be limited to, requirements contained in Attachment C, Vendor Certifications. Please see the

exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

4.2.1.3 Business references as specified in Section 4.3, Business References must be provided for any proposed subcontractors.

AT&T Response:

AT&T will provide subcontractor references for all projects when a subcontractor is contracted to perform work for a specific project. Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

AT&T Response:

AT&T requires applicable insurance certificates for subcontractor companies prior to any work being performed. Subcontractors also are contractually required to follow all applicable laws. If specific items like fidelity bonds are required, those requirements are included in the contract, and evidence is usually required before work begins on a project. Please see the exception stated in Tab II Attachment B1, Technical Proposal Certification of Compliance with Terms and Conditions of RFP.

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

AT&T Response:

AT&T uses skilled subcontractors and, if/when used, will provide the same information for any proposed subcontractors as requested in Section 4.1, Vendor Information. AT&T will obtain Participating Entity's approval prior to commencement of work.

4.3 Business References

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

AT&T Response:

AT&T has complied with this requirement by requesting and providing nine (9) references.

4.3.2 Vendors must provide the following information of every business reference provided by the vendor and/or subcontractor.
The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

AT&T Response:

Reference #1:	
Company Name:	***District of Columbia Government***
Identify role company will have for this RFP project (check one): ***X Vendor*** ☐ ***Subcontractor***	
Project Name:	***District of Columbia Government***
Primary Contact Information	
Name:	***Deborah Powell***
Street Address:	***655 15th Street NW Suite 400***
City, State, Zip:	***Washington, DC 20005***
Phone, including area code:	***2027278755***
Facsimile, including area code:	***2027270501***
Email address:	***Deborah.powell@dc.gov***
Alternate Contact Information	
Name:	***Maria Leon-Hill***
Street Address:	***655 15th Street NW Suite 400***
City, State, Zip:	***Washington, DC 20005***
Phone, including area code:	***2027272298***
Facsimile, including area code:	***2027270501***
Email address:	***Maria.leon-hill@dc.gov***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Mobile voice, data, and application services***

Reference #1:	
Company Name:	***District of Columbia Government***
Original Project/Contract Start Date:	***October 2009***
Original Project/Contract End Date:	***Ongoing***
Original Project/Contract Value:	***n/a***
Final Project/Contract Date:	***n/a***
Was project/contract completed in time originally allotted, and if not, why not?	***n/a***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***n/a***

Reference #2:	
Company Name:	***Utah Transit Authority***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***Utah Transit Authority***
Primary Contact Information	
Name:	***Clair Fiet, CTO***
Street Address:	***3600 S 700 W***
City, State, Zip:	***Salt Lake City, UT 84130-0810***
Phone, including area code:	***801-287-2381***
Facsimile, including area code:	***n/a***
Email address:	***cfiet@rideuta.com***
Alternate Contact Information	
Name:	***Abraham Kololli, Deputy Chief - IS Manager***
Street Address:	***3600 S 700 W***
City, State, Zip:	***Salt Lake City, UT 84310***
Phone, including area code:	***801-262-5626***
Facsimile, including area code:	***n/a***
Email address:	***AKololli@rideuta.com***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Utah Transit Authority (UTA) was seeking a solution to provide real time connectivity between all of their buses and their network data center for increasing revenue with electronic fare collection, increasing on-board vehicle data system aggregation, and future passenger Wi-Fi applications.***
Original Project/Contract Start Date:	***11-2008***
Original Project/Contract End Date:	***UTA continues to use this AT&T service***
Original Project/Contract Value:	***$610,560***
Final Project/Contract Date:	***n/a***
Was project/contract completed in time originally allotted, and if not, why not?	***Yes***
Was project/contract completed within or	***UTA expanded the scope of the project by***

Reference #2:	
Company Name:	***Utah Transit Authority***
under the original budget/cost proposal, and if not, why not?	***adding more vehicles and using more bandwidth by vehicle.***

Reference #3:	
Company Name:	***City of Scottsdale, AZ***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***City of Scottsdale, AZ***
Primary Contact Information	
Name:	***Shannon Tolle – Communications Director***
Street Address:	***7384 East 2nd St.***
City, State, Zip:	***Scottsdale, Arizona 85251-5604***
Phone, including area code:	***(480) 312-7631***
Facsimile, including area code:	***Shannon Tolle – Communications Director***
Email address:	***stolle@scottsdaleaz.gov***
Alternate Contact Information	
Name:	***Kevin Sonoda – Telecom Policy Coordinator***
Street Address:	***7384 East 2nd St.***
City, State, Zip:	***Scottsdale, Arizona 85251-5604***
Phone, including area code:	***480-312-7631***
Facsimile, including area code:	***n/a***
Email address:	***ksonoda@scottsdaleaz.gov***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***3G Broadband Connectivity. City of Scottsdale uses rugged wireless modems over the AT&T wireless network for both Public Works and Public Safety departments. Applications running over the wireless broadband are Computer Aided Dispatch, Records Management, among others. Field service applications for Public Works. All modems also assist with GPS tracking of city vehicles***
Original Project/Contract Start Date:	***Scottsdale has been a wireless data customer with AT&T since 2004 and has upgraded their entire modem fleet through AT&T since initially becoming a customer.***
Original Project/Contract End Date:	***2004***
Original Project/Contract Value:	***$300,000 annual revenue/2.1M TCV***

Reference #3:	
Company Name:	***City of Scottsdale, AZ***
Final Project/Contract Date:	***Current customer***
Was project/contract completed in time originally allotted, and if not, why not?	***Wireless modem deployments have been ongoing and successful overall. Wireless network outages have been an issue from time to time, but wireless network consistency and coverage have improved over the term of the contract.***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***Contract pricing has met proposal expectations. Pricing has been updated for the customer to take advantage of improved rate plans as available over the contract term.***

Reference #4:	
Company Name:	***University of Michigan Athletics***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***University of Michigan Athletics***
Primary Contact Information	
Name:	***Jim Balgooyen***
Street Address:	***1000 S. State St.***
City, State, Zip:	***Ann Arbor, MI 48109***
Phone, including area code:	***734-763-3451***
Facsimile, including area code:	***n/a***
Email address:	***balgo@umich.edu***
Alternate Contact Information	
Name:	***Shelley Zeddell***
Street Address:	***1000 S. State St.***
City, State, Zip:	***Ann Arbor, MI 48109***
Phone, including area code:	***734-615-0305***
Facsimile, including area code:	***n/a***
Email address:	***mblythma@umich.edu***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Currently utilizing WSCA and covers every aspect of the U of M Athletics Dept. NCAA compliance and recruiting applications loaded on coaches devises as well as day to day operations of Athletics personnel.***
Original Project/Contract Start Date:	***2008***
Original Project/Contract End Date:	***2012***
Original Project/Contract Value:	***1,000,000***
Final Project/Contract Date:	***2,250,000***
Was project/contract completed in time originally allotted, and if not, why not?	***n/a***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***n/a***

Reference #5:	
Company Name:	***Franklin County School District***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***Customer Port from Verizon***
Primary Contact Information	
Name:	***Dr. Alan Clark***
Street Address:	***215 South College Street***
City, State, Zip:	***Winchester, TN 37398***
Phone, including area code:	***931-967-0626***
Facsimile, including area code:	***n/a***
Email address:	***alan.clark@fcstn.net***
Alternate Contact Information	
Name:	***Jody Starnes***
Street Address:	***215 South College Street***
City, State, Zip:	***Winchester, TN 37398***
Phone, including area code:	***931-967-0626***
Facsimile, including area code:	***n/a***
Email address:	***Jody.starnes@fcstn.net***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Migrated customer from Verizon wireless voice services only to AT&T wireless voice and data services. Incorporated PDA devices with customer email, contacts and calendaring integration.***
Original Project/Contract Start Date:	***July 1, 2010***
Original Project/Contract End Date:	***June 30, 2011***
Original Project/Contract Value:	***~20K Annually***
Final Project/Contract Date:	***~20K Annually***
Was project/contract completed in time originally allotted, and if not, why not?	***Yes***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***Yes***

Reference #6:	
Company Name:	***St. Johns River Water Management District***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***St. Johns River Water Management District***
Primary Contact Information	
Name:	***Martin Barnes***
Street Address:	***4049 Reid St***
City, State, Zip:	***Palatka, FL 31278***
Phone, including area code:	***386-312-2324***
Facsimile, including area code:	***n/a***
Email address:	***mbarnes@sjrwmd.com***
Alternate Contact Information	
Name:	***n/a***
Street Address:	***n/a***
City, State, Zip:	***n/a***
Phone, including area code:	***n/a***
Facsimile, including area code:	***n/a***
Email address:	***n/a***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***375 Smartphones, 133 Telemetry Modems, 113 Air-cards, 120 voice phones utilizing text, data, email***
Original Project/Contract Start Date:	***7/20/2010***
Original Project/Contract End Date:	***12/2013***
Original Project/Contract Value:	***~$400,000 per year for 3 years***
Final Project/Contract Date:	***12/2010***
Was project/contract completed in time originally allotted, and if not, why not?	***yes***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***yes***

Reference #7:	
Company Name:	***State of Maryland-Maryland State Police***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***Maryland State Police***
Primary Contact Information	
Name:	***Sgt Julio Valcarcel***
Street Address:	***ITD***
City, State, Zip:	***1201 Reisterstown Road*** ***Pikesville, MD 21208***
Phone, including area code:	***410-960-3535***
Facsimile, including area code:	***n/a***
Email address:	***jvalcarcel@msp.maryland.gov***
Alternate Contact Information	
Name:	***n/a***
Street Address:	***n/a***
City, State, Zip:	***n/a***
Phone, including area code:	***n/a***
Facsimile, including area code:	***n/a***
Email address:	***n/a***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***MSP Currently utilizes Trunk mounted modems in over 1,200 vehicles to link patrol vehicles to statewide CAPWIN information system via an AT&T Cellular APN. MSP also utilizes AT&T for the transmission and control of License Plate Reader devices throughout the state.***
Original Project/Contract Start Date:	***1/2006***
Original Project/Contract End Date:	***On-going***
Original Project/Contract Value:	***500,000 Annually (Apprx)***
Final Project/Contract Date:	***n/a***
Was project/contract completed in time originally allotted, and if not, why not?	***Yes***

Reference #7:	
Company Name:	***State of Maryland-Maryland State Police***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***Yes***

Reference #8:	
Company Name:	***Prince George's County Government***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***Prince George's County Government***
Primary Contact Information	
Name:	***Lenora Proctor***
Street Address:	***9201 Basil Court***
City, State, Zip:	***Largo, MD 20774***
Phone, including area code:	***3018835173***
Facsimile, including area code:	***n/a***
Email address:	***Laproctor@co.pg.md.us***
Alternate Contact Information	
Name:	***n/a***
Street Address:	***n/a***
City, State, Zip:	***n/a***
Phone, including area code:	***n/a***
Facsimile, including area code:	***n/a***
Email address:	***n/a***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Mobile voice, data and application services***
Original Project/Contract Start Date:	***October 2009***
Original Project/Contract End Date:	***Ongoing***
Original Project/Contract Value:	***n/a***
Final Project/Contract Date:	***n/a***
Was project/contract completed in time originally allotted, and if not, why not?	***n/a***
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	***n/a***

Reference #9:	
Company Name:	***Washington State Department of Agriculture***
Identify role company will have for this RFP project (check one): ***X Vendor*** ***☐ Subcontractor***	
Project Name:	***WA State Dept. Of Agriculture Plant Protection Program***
Primary Contact Information	
Name:	***Jeff Painter***
Street Address:	***3939 Cleveland Ave.***
City, State, Zip:	***Olympia, WA 98501***
Phone, including area code:	***(360) 902-2006***
Facsimile, including area code:	***(360) 586-8509***
Email address:	***n/a***
Alternate Contact Information	
Name:	***Royal Schoen***
Street Address:	***21 North 1st Avenue, Suite 106***
City, State, Zip:	***Yakima, WA 98902***
Phone, including area code:	***(509) 249-6933***
Facsimile, including area code:	***(509) 454-7699***
Email address:	***RSchoen@agr.wa.gov***
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	***Telenav Track solution for pest tracker trap deployment and trapping activities throughout WA State. 35 Trappers deploying and monitoring over 10,000 invasive species traps using Telenav Track with Forms on Mobile Devices from AT&T.***
Original Project/Contract Start Date:	***January 2010***
Original Project/Contract End Date:	***Present to 36 months (Jan 2013)***
Original Project/Contract Value:	***$115,000***
Final Project/Contract Date:	***Present to 36 months (Jan 2013)***
Was project/contract completed in time originally allotted, and if not, why not?	***Project was completed on time.***
Was project/contract completed within or	***Project was completed under budget proposal.***

Reference #9:	
Company Name:	***Washington State Department of Agriculture***
under the original budget/cost proposal, and if not, why not?	

4.3.3 Vendors must also submit Attachment E, Reference Questionnaire to the business references that are identified in Section 4.3.2.

AT&T Response:

AT&T understands and has provided each business reference included in the proposal with Attachment E, Reference Questionnaire.

4.3.4 The company identified as the business reference must submit the Reference Questionnaire directly to the Purchasing Division.

AT&T Response:

AT&T understands and has requested each business reference included in the proposal to return the Reference Questionnaire directly to the Purchasing Division via fax or email as instructed on the questionnaire.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in Section 8, RFP Timeline for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

AT&T Response

AT&T understands that it is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

AT&T Response:

AT&T understands and informed each business reference submitted that they may be contacted by WSCA directly.

4.4 Vendor Staff Resumes

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

AT&T Response

AT&T has included below the resumes of five key personnel who will be accountable for the execution and management of the WSCA contract. In addition to the key personnel, AT&T has an experienced team already established to support implementation and on-going support of the WSCA contract.

Table 3: AT&T Experience Chart of Individuals.

Name	Title	Years of Government Experience	Years of Telecom Experience
Twila Lively*	Contract Manager/Program Manager	16	25
Roland Saenz*	Director – Contracts and Compliance	12	12
Jon Wellinger*	Area Sales Vice President Technical Overlay	12	34
Ron Montague*	Senior Manager Program Management and Contract Compliance	25	32
Marcellus Brooks*	Contract Manager	11	21
Mark Barros	Compliance Manager	7	17
Matt Phillips	Compliance Manager	5	10
Michael Swenson	Compliance Manager	5	10
Kelly Yarborough	Compliance Manager	19	14
Christine Donabedian	Contract Manager	19	13
Ann Gillio	Contract Manager	10	15
Theresa Page	Contract Manager	5	30
Mark Flister	Program Manager	6	17
Brenda Ritchson	Operations Manager	22	22
Denise Cuffie	Reporting Performance Manager	13	16
Lori Oliver	Reporting Performance Manager	9	14

*** Key personnel resume included.**

Vendor Staff Resumes

Name:	***TWILA LIVELY***
Position Proposed:	***Contract - Program Manager***
Education:	***Bachelors of Business Administration, Golden Gate University***
Certification:	***Masters Certificate Project & Program Management*** ***Pursuing Project Management Professional (PMP)***
Summary:	***Twenty-five years experience in building customer relationships, implementing projects, and managing programs for State and local government agencies, Federal Government agencies, large business customers, and a major airport.*** ***An experienced team leader for account managers, field operations managers, and account consultants for multi-year, multi-million dollar Federal contracts in five western states and WSCA in 46 states.***

Relevant Professional Experience:	
Program Manager - WSCA ***AT&T, San Ramon, CA*** ***Dedicated to the WSCA Program as liaison among Sales, Service Management, Product Management, Systems, and AT&T Senior Management to manage and verify that AT&T is meeting all performance requirements, resolving issues, and addressing customer service concerns.*** ***Review quarterly reports and administration fee payments for accuracy and timeliness to verify that reports and payment meet the requirement of the contract or Participating Addendum (PA). When needed, request corrections and adjustments prior to submitting to WSCA or States that require administration fee.*** ***Lead the AT&T team during the formal meetings with the lead state.***	***2010 – Present***
Quality Control Manager ***AT&T, San Ramon, CA*** ***Managed application testing of software development for new voice-recognition applications for AT&T's Customer Care Centers.*** ***Developed processes that improved estimating accuracy by 25%, reduced the quantity of data requested by 70%, and tested execution strategy using the Software Development Life Cycle (SDLC) model to reduce time to market and improve test coverage.*** ***Served as test strategist for Interactive Voice Response (IVR) portion of corporate voice-data-TV initiative for nine (9) applications; improved test coverage by using customer focus modeling, collaboration with interfacing applications, and all available documentation.***	***2004 – 2010***

Name:	***TWILA LIVELY***
Managed the first voice recognition IVR language release. ***Developed performance test requirement with an internal team that reduced vendor costs approximately $56K in one year.***	
<u>Project Manager</u> ***<u>Quantum Bridge, Newbury, MA</u>*** ***Prevented major schedule delays or cost overruns by tracking and monitoring project changes and resolving issues on a million-dollar professional services project for Comcast Business Systems.*** ***Reported project performance to all departments and levels within the organization utilizing developed communication plans.*** ***Led effort that changed customer's perception of Quantum Bridge's professional services by negotiating schedules for deliverables, monitoring and reporting project progress, and delivering requirements on time.***	***2000 – 2001***
<u>Program Manager</u> ***<u>Qwest, (formerly US West) Denver CO</u>*** ***Assigned to Denver International Airport to direct a 13-person telecommunications office responsible for troubleshooting, repairing, and maintaining a 52-square mile campus.*** ***Earned President's Club recognition by rescuing a $1.2 million maintenance contract. Improved Denver International Airport's customer satisfaction rating, gathered by a third party, from a D to a B+.*** ***Won new five-year, $12 million operations and maintenance contract for Denver International Airport by leading the proposal team.*** ***Increased revenues by negotiating a 15-month, $1.8 million operations and maintenance contract extension with subcontractor and vendor contract extensions. Contract included capital improvements for cable plant and upgrades to existing backbone systems; increased revenue an additional $1 million per year.***	***1998 – 2000***
<u>Sales Operations Manager</u> ***<u>US West Federal Services, San Francisco, CA</u>*** ***Managed sales teams and field operations managers in five western states; motivated subcontractors to fulfill their financial and contractual obligations.*** ***Earned President's Club recognition by exceeding contract objectives for installation and service compliance as well as corporate revenue and contribution objectives.*** ***Surpassed planned revenue objectives by 62% with a promotion to reduce inventory.***	***1995 – 1998***

Name:	***TWILA LIVELY***
Increased Federal Government market revenue with a sales initiative to discover, train, develop, and monitor sales agents. Coordinated with US West's Agent Market for commission plan and contracts for these agents. ***Kept contracts marketable leading matrixed team of engineers, finance, product management, and vendors for contract change proposals.*** ***Completed out-of-region contract without one issue being escalated to the Contract Technical Officer by satisfying contractual requirements. In addition, met business goals and maintained customer satisfaction ratings gathered by a third party.***	
Account Manager ***US West Federal Services, San Francisco, CA*** ***Recommended solutions based on customers' needs and budgets; understood the competition; insisted that subcontractors meet high quality standards; and built a customer-focused account team through recognition and rewards.*** ***Improved customer satisfaction while meeting sales goals; participated in quality process team to improve customer service; earned Council of Leaders' recognition.***	***1993 – 1995***

Name:	***ROLAND SAENZ***
Position Proposed:	***Director of Contracts and Compliance***
Education:	***San Diego State University, San Diego, CA*** ***MBA, Marketing*** ***California State University Northridge, Northridge, CA*** ***BA, Liberal Arts-Concentration in Economics***
Certification:	***AT&T Data Certified*** ***Multiple Network-Based Certifications***
Summary	***Extensive industry knowledge, broad business experience in sales and service, and a steadfast focus and commitment to customers. Results-oriented individual with demonstrated success as a sales and customer service leader. Held several leadership positions supporting State and Local Government agencies, as well as Federal customers.***

Relevant Professional Experience:	
Director, Contracts and Compliance ***AT&T, San Diego, California*** ***Responsible for leading the Mobility Contracts and Compliance team supporting the Government, Education, Medical, and Federal segments. Manage and ensure compliancy for GEM and FED contracts totaling more than $5.2 billion dollars. Developed a new Workflow tracking system improving cycle times, data reporting and customer satisfaction. Worked with AT&T product marketing and legal to launch product and service offers to meet government, education, and medical market contract requirements.*** • ***Added Program Management support to the WSCA contract*** • ***Doubled Contract Management resources enabling team to maintain 100% on time performance for RFPs***	***2009 – Present***
Director, Global Enterprise Solutions ***AT&T, Irvine, California*** ***Led the dedicated GEM and Optical teams consisting of approximately 160 employees for the Mid-West and West. Spearheaded several process improvement efforts, including significant improvements in data reporting and standards around current tracking systems. Designed a new miscellaneous module in Project Tracking System to improve force to load management and developed an Optical training stream to address skill gaps in Optical Sales Support Managers.*** • ***Exceeded Customer Satisfaction targets (124%)***	***2008 – 2009***

Name:	***ROLAND SAENZ***
<u>Regional Vice-President, Customer Service Organization</u> ***<u>AT&T, Irvine, California</u>*** ***Was responsible for leading the Service and Project Management teams for California and Nevada. Supported Government Education and Medical and Business customers for both the network and Customer Premises Equipment product portfolio. Created and implemented key improvements in Customer Service Organization's service management: designed a Service Assurance Plan for tier 1 customers, developed a trouble reporting and escalation job aid, and improved the outage notification process. Improved data collection and efficiencies in project management, workload distribution and performance by designing and implementing a new project weighting system. Designed a Job Change Order (JCO) tracking process, which resulted in a 20% reduction in JCOs costs.*** • ***Led the Emergency Operations Center customer table during the California wild fires fulfilling critical customer requests***	***2007 – 2008***
<u>Sales and Service Positions</u> ***<u>AT&T, Irvine, San Diego, California</u>*** ***Held leadership positions both in sales and service. Sales experience included leading inside, outside, and technical teams. Teams were consistently among top performers exceeding revenue and customer service targets. Awarded President's Club and was seven time Market Leaders Club winner.***	***1998 – 2007***

Name:	***JON WELLINGER***
Position Proposed:	***Area Vice President***
Education:	***MBA, University of Minnesota*** ***BA, University of Puget Sound*** ***Honors, Business Administration***
Professional Development	***Columbia University Graduate School of Business*** ***Executive Marketing Management Program*** ***University of Pennsylvania, Wharton School*** ***Competitive Marketing Strategies***
Summary	***Executive sales leadership. Broad general management experience. Thirty years experience in telecommunications, information systems, data networking, and emerging technologies. Results driven with demonstrated record of achievement. Change leader in environment of growth and mergers. Extensive financial management experience. Persuasive oral and written communication skills.***

Relevant Professional Experience:	
<u>Area Vice President, Government, Education, Medical</u> ***<u>AT&T, Los Angeles, California</u>*** ***Was appointed to current position in April 2008. Responsibilities include leading a nationwide sales force focused on network integration and Public Safety solutions for Government, Education, and Medical (GEM) customers. Lead Sales Operations organization for GEM.*** ***In 2007, led a sales organization of approximately 300 professionals focused on the small and medium business space. Additional responsibilities include growing the $100M out-of-franchise CLEC operation and implementing Business Development and SmartMoves initiatives. In 2005, was named Sales Vice President- HealthCare for BCS West. Revenue growth was the highest among the BCS regions and exceeded the industry average. In December2004, was appointed Sales Vice President- Service Providers. Responsibilities included leading a nationwide sales organization to address the business needs of Wireless, ISP, SBC Affiliates, and Communications companies. Effective July 2000, appointed Sales Vice President, ISP Channel. This nationwide sales organization generated revenue of more than $675M and focused on selling SBC advanced services, including SONET, DSL, and data networking CPE. During the prior 12 months, as Vice President- Democratic National Convention, negotiated and executed an exclusive sponsorship contract for SBC to participate in 2000 Democratic***	***1992 – Present***

Name:	***JON WELLINGER***
Convention. Demonstrated track record of improving organizational productivity and capitalizing on growth opportunities. Recipient of numerous President's Club awards.	
<u>AT&T, St. Louis MO, Bedminster, NJ, Los Angeles, CA</u> ***Held various sales and marketing positions of increasing responsibility for AT&T Communications and AT&T Computer Systems. Titles included Western Region Area Manager, Branch Manager- National Accounts, National Account Manager, Marketing Manager- Aerospace Industry, and Account Executive. Initial management development program hire.***	***1977 – 1992***

Name:	***RON MONTAGUE***
Position Proposed:	***Senior Compliance Manager***
Education:	***MBA, Washington State University*** ***BA, Business Administration, Washington State University***
Professional Development	***Certificate Program for Program Management, Daniels School of Business, University of Denver*** ***Data Communications Professional Series, Hill and Associates***
Technical Skills:	***More than 30 years in the telecommunications industry, working with engineering, sales, sales support, contract development, and customer service to enable the delivery of quality products.*** ***Extensive experience in understanding the complexity and regulations of succeeding in federal, state and local government markets, including the WSCA contract***

Relevant Professional Experience:	
<u>Senior Compliance Manager</u> ***<u>AT&T, Bothell, WA</u>*** ***Performs Contract and Program review to ensure AT&T Mobility compliance with Federal Government, State and Local Government, Education and Medical market regulations and contract compliance. Conducts Reviews of E-rate compliance and contract training for sales teams to ensure that all program requirements are being met. Consults with AT&T product marketing to craft new product and service offers to meet government, education and medical market contract requirements. Delivers required information to senior management to verify that existing contracts and programs meet customer requirements. Earned Circle of Excellence Award based on individual contributions.***	***2005 – Present***
<u>Sales Manager</u> ***<u>Qwest (formerly US West), Seattle, WA</u>*** ***Lead a team of Senior Account Managers selling complex communications solutions to key customers in Western Washington. Delivered strategic sales and marketing initiatives of Voice and Data CPE, network transport, including WAN, LAN and IP based services, cellular services, data services, and staff augmentation designed to client specific applications. Recognized as a sales leader through appointment to Presidents' Club.***	***2000 – 2005***
<u>Technical Resource Manager,</u> ***<u>US West, Seattle WA</u>***	***1998 – 2000***

Name:	***RON MONTAGUE***
Managed a team of System Engineers (SEs) for the Western Washington sales branch. SEs were responsible for the technical design of voice, data, video, and wireless services. Required the selection and training of the SE. Focus was on Government Education and Medical Markets. Worked with sales team, SEs, and the customer to implement region wide networks. Was responsible for response development of RFPs, technical and contractual requirements, assessment of profit margin, and implementation of successful bids. Recognized as support leader through appointment to Presidents' Club.	
Manager- Program Management ***US West Federal Services, Denver, CO*** ***Managed a team of Program Managers responsible for Federal contracts awarded to US West. Program Managers were responsible for contract compliance, staffing and resourcing contracts, profit margins, and negotiations with vendors and government contracting officers. Program Managers were key members of the RFP response team to ensure US West Federal Services would be able to meet contractual commitments upon contract award***	***1994 – 1998***
Business Development Manager ***US West, Seattle, WA*** ***Was responsible for developing and delivering capability presentations to Federal Agencies and Federal Contractors responding to RFPs and contracting opportunities*** ***Developed relationships with key government agencies. Specially assigned to the General Services Administration and to government contractors who bid on GSA contracts, both regionally and nationally. Required understanding of government procurement regulations, RFP responses, assessment of contracting and subcontracting relationships.***	***1991 – 1994***

Name:	***MARCELLUS BROOKS***
Position Proposed:	***Contract Manager***
Education:	***MBA, University of Baltimore*** ***BS, Business Administration/Marketing, Delaware State University***
Technical Skills:	***Twenty years of successful leadership in contract management, customer service, program management, project management, and production operations. Proven abilities in strategic initiatives, audits, and system analysis. Excellent communicator. Confident and effective presenter. Exceptional interpersonal skills.***

Relevant Professional Experience:

Senior Contract Manager ***AT&T, Hanover, MD*** ***Manage the critical components of custom Government contract development, including: tailoring terms and conditions for specific Government opportunity, obtaining input from legal/ regulatory and product teams, preparing document, conducting client negotiations, performing contract assurance ,and conducting contract verification/registration. Lead cross-functional team in successful planning and execution of contract deliverables within scheduled timeframe. Review and assess Government contracts for business risk and strategic financial merit. Manage schedule of delegation and authorizations in compliance with stakeholder strategy, policy, and guidelines.***	***2006 – Present***
National Care Manager ***Cingular Wireless, Greenbelt, MD*** ***Managed 4 Team Leaders, 48 Government Care Managers, 3 Sales Support Supervisors, and 38 Sales Support personnel with leadership, tools, empowerment, strategies, training, support, and guidance in providing care needs and delivering care solutions to Federal, State, and Local Government customers. Developed policies; evaluated and streamlined operational procedures; and designed and implemented process improvements. Reviewed and appraised business environment to maintain and/or modify strategy and direction of organization for the Government Solution Group Care team.***	***2003 – 2006***
Team Leader ***Cingular Wireless, Greenbelt, MD*** ***Managed team of 14 Business Care Managers supporting AT&T Wireless highest revenue generating enterprise accounts. Offered one point of***	***2000 – 2003***

Name:	***MARCELLUS BROOKS***
resolution to Telecom Managers and Program Administrators. National responsibility for account with local presence at account headquarters location. Provided total account and relationship management with respect to improving revenue growth while continuously driving customer satisfaction.	
IT Program Manager ***Bell Atlantic, Rosedale, MD*** ***Provided overall leadership and direction for IT Projects. Managed the daily activities of IT Projects and virtual teams, which included developing detailed project documentation and timelines project plans, and tracking and verifying project costs. Ensured the Project's Delivery Plan proceeded smoothly and efficiently while delivered on time, on budget, and with quality.***	***1999 – 2000***
Contract Manager ***AT&T Linthicum, MD*** ***Primary resource for providing expertise in the negotiation and financial impact analysis of complex custom agreements for AT&T Telecommunication Services. Determined terms and conditions for service offer and established price points to ensure Sales Center profitability and attainment of revenue objectives. Functioned in a matrix environment to obtain and allocate necessary resources for successful completion of negotiation process.***	***1998 – 1999***
Project Team Manager ***AT&T Hunt Valley, MD*** ***Directed and coordinated performance analysis of the Global Service Call Center to ensure optimum productivity. Managed 15 complex project specialists responsible for developing and implementing continuous improvement strategies for service quality initiatives to facilitate business growth of AT&T's Virtual Telecommunication Network Services.***	***1996 – 1998***
Customer Service Manager ***AT&T Hunt Valley, MD*** ***Managed team of 16 customer service specialists responsible for pre/post sale customer support for AT&T national corporate accounts representing $100+ million in contracted annual revenue. Provided leadership, direction, and support in the areas of customer service, credit/collection, and data processing activities.***	***1994 – 1996***
Program Manager ***AT&T Bridgewater, NJ*** ***Established, led, and managed teams from AT&T Sales, Billing, and***	***1992 – 1994***

Name:	***MARCELLUS BROOKS***
Customer Service organizations while serving as liaison for national accounts totaling $71 million dollars in annual revenue. Maintained internal and external business relationship with senior management while driving issues to resolution.	

Tab VIII. Other Informational Material

AT&T submits the following Appendices.

- ***Part IA Appendix A – Transition Plan***
- ***Part IA Appendix B – AT&T's Technology Evolution***
- ***Part IA Appendix C – AT&T Acronym and Definition List***

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