COPY 2 of 12

Part I A– Technical Proposal for:
"Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"

Proposal for Accessories, Equipment, Devices (Band 3)

RFP No: 1907

DiscountCell
350 West 500 South
Provo, UT 84601
(801) 235-9809
Fax: (801) 705-0324

Proposal Opening Date: April 4, 2011
~~Proposal Opening Date: March 28, 2011~~

Proposal Opening Time: 2:00PM

ATTACHMENT BB

CONTRACTOR'S RESPONSE

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PART I B – CONFIDENTIAL TECHNICAL

There is no Confidential Technical information to be submitted with this proposal

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	DiscountCell, Inc

V2	Street Address	350 West 500 South

V3	City, State, ZIP	Provo, UT 84601

V4	Telephone Number		
	Area Code: 801	Number: 235-9809	Extension:

V5	Facsimile Number		
	Area Code: 801	Number: 705-0324	Extension:

V6	Toll Free Number		
	Area Code: 800	Number: 422-1814	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name: Jennifer King
	Title: President
	Address: 350 West 500 South, Provo, UT 84601
	Email Address: corp@discountcell.com

V8	Telephone Number for Contact Person		
	Area Code: 801	Number: 235-9809	Extension:

V9	Facsimile Number for Contact Person		
	Area Code: 801	Number: 705-0324	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name: Jennifer King	Title: President

V11	Signature ***(Individual must be legally authorized to bind the vendor per NRS 333.337)***	
	Signature: Jennifer King	Date: 3/28/2011

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

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

DATE OF AMENDMENT: February 7, 2011

DATE OF RFP RELEASE: February 3, 2011

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

AGENCY CONTACT: Teri Smith, Purchasing Officer

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

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

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

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

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

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

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

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

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

DATE OF AMENDMENT: February 7, 2011

DATE OF RFP RELEASE: February 3, 2011

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

AGENCY CONTACT: Teri Smith, Purchasing Officer

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

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

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

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

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

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

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

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR Discount Cell, Inc

AUTHORIZED SIGNATURE Jennifer King

TITLE President DATE 3/28/2011

RFP 1907 Amendment #1

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

State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

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

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

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

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

The following definition shall be added to Section 2 of RFP 1907:
Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

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

Utah Terms and Conditions.doc

Arizona Terms and Conditions.doc

Arizona Uniform Terms and Conditions

QUESTIONS AND ANSWERS:

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

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

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications

services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

This limitation does not disqualify your company.

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

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

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

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

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

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

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

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

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

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

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

Yes. Please see Section 4.2.1.3 of the RFP.

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

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

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

Yes.

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

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

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

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

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics.

Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

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

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

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

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

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

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

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

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

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

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

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

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

WSCA is requesting a free trial period from vendors.

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

This is unknown.

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

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

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

This is unknown.

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

This is unknown.

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

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

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

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

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

This is unknown.

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

This is unknown.

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

This is unknown.

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

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

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

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

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

Yes.

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

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

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

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

Yes, but this should be clearly defined.

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

Yes.

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

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

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

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

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

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

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

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

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

Yes.

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

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

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

Yes. All warranty requirements will apply.

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

Correct.

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

Correct.

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

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

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

We would prefer one for each band.

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

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

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

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

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

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR Discount Cell, Inc

AUTHORIZED SIGNATURE Jennifer King

TITLE President **DATE** 3/28/2011

RFP 1907 Amendment 2

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

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	XX
Proposal Section & Page #	**Justification for Confidential Status**		

Part III – Confidential Financial Information			
YES	XX	NO	
Justification for Confidential Status			
Financial documents which do not want disclosed as public information.			

DiscountCell, Inc
Company Name

Jennifer King
Signature

Jennifer King
Print Name

3/28/2011
Date

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

ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

DiscountCell, Inc
Company Name

Jennifer King
Signature

Jennifer King
Print Name

3/28/2011
Date

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2011

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

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

PRODUCER
Nuttall & Associates Insurance Agency, Inc.
280 S Main St, Suite 200
PO Box 428
Pleasant Grove, UT 84062

CONTACT NAME:
PHONE (A/C, No, Ext): 801.785.1777 **FAX (A/C, No):** 801.785.8411
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00012568

INSURED
Discountcell, Inc.
350 W 500 S
Provo, UT 84601

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Unigard Insurance CO	25747
INSURER B:	Standard Fire Insurance Co	19070
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** Master GL/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BO606589	06/21/2010	06/21/2011	EACH OCCURRENCE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ICUB1460R43710	06/21/2010	06/21/2011	WC STATU-TORY LIMITS [X] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
Proposal Information Only

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Nuttall/BMN

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Vendor Licensing Agreements

DiscountCell, Inc does not have any Vendor Licensing Agreements and/or hardware and software maintenance agreements.

Women's Business Enterprise Council WEST

WOMEN'S BUSINESS ALLIANCE

Center for Women & Enterprise

WOMEN'S BUSINESS

WBEA

ORV-WBC
Ohio River Valley Women's Business Council

Women's Business Development Center
A Bridge To Success

Women's Business Enterprise National Council

in partnership with

Women's Business Enterprise Council - West

certifies that the criteria for certification as a

Women's Business Enterprise

(WBE)

has been met by

DiscountCell, Inc

Women's Business Enterprise National Council
WBENC

Expiration Date: 06/21/2011
Certificate Number: 2005108479
SIC Code(s): 3663, 3661, 4812
NAICS Codes: 443112, 443120, 443130

Pamela Williamson, Ph.D

Authorized by Pamela Williamson, Ph.D., Executive Director
Women's Business Enterprise Council – West

WOMEN PRESIDENTS' Educational Organization
PROVIDING WBENC CERTIFICATION

WBEC SOUTH

WOMEN'S BUSINESS COUNCIL – SOUTHWEST

WBEC
Women's Business Enterprise Council
PA • DE • NJ

WBEC Great Lakes
An initiative of CEED

WOMEN'S BUSINESS DEVELOPMENT CENTER

RCMP7063

Certification Number

April 14, 2011

Expiration Date

NWBOC®

National Women Business Owners Corporation

Certifies that:

DiscountCell, Inc.

has successfully met the requirements of the NWBOC National Certification Program for certification as a woman-owned and woman-controlled business.

President

April 15, 2010
Date

NWBOC, 1001 W. Jasmine Dr., #G, Lake Park, FL 33403 · 800-675-5066 · www.nwboc.org

Tampering or altering this certificate is, in the discretion of NWBOC, grounds for termination of certification.

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

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

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

DiscountCell, Inc
Company Name

Jennifer King
Signature

Jennifer King
Print Name

3/28/2011
Date

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
		NONE

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)
		NONE

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

TAB VI – SECTION 3 -- SCOPE OF WORK

3.1 General Requirements

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

DiscountCell, Inc is proposing to participate in Accessories/ Equipment/Devices- Band 3

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.

DiscountCell, Inc will provide quality equipment and accessories that are new and under full warranty at the lowest cost.

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.

DiscountCell, Inc is a secure online vendor. We have a portal system that will allow each entity to designate a login/password so that they can access information regarding current and past orders. This system can be modified to fit requirements specified by WSCA.

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.

DiscountCell, Inc is willing to participate if E-rate discount is applicable to products which are offered.

3.1.5 Use of these contracts is permissive.

DiscountCell, Inc is in agreement with this designation.

3.2 Administration of Contract(s)

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

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

- Pricing/rates relative to prevailing full market pricing/promotions/solicitations;

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

DiscountCell, Inc agrees to meet with Lead State representative and will comply with all evaluation and review requirements as specified above.

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.

DiscountCell, Inc is in agreement to this requirement and will make amendments as agreed upon and within time periods specified.

3.2.3 The Contractor(s) shall report contract utilization and pay an administrative fee of $1/10^{th}$ 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.

DiscountCell, Inc agrees to pay the administrative fee, to be paid quarterly as specified. Discountcell, Inc agrees to work with participating states in regards to fees that are to be paid directly to those entities with the understanding that the pricing may be adjusted as specified for purchases made to procuring agencies within the jurisdiction of that state.

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.

DiscountCell, Inc agrees to make payment as specified, along with reports as specified.

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.

DiscountCell, Inc agrees to offer discounted pricing to employees as specified in the Cost Proposal.

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.

DiscountCell, Inc agrees to maintain detailed records for three years as specified above.

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.

DiscountCell, Inc agrees to make records available for audit. We will assist participating entities by providing detailed records of their account.

3.3 Reporting

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

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

DiscountCell, Inc agrees to provide reporting as required and in the format provided by WSCA.

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

3.3.2.1 Usage and purchases under the contract.

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

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

DiscountCell, Inc agrees to provide reports of purchases made for accessories on a quarterly basis as indicated.

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.

DiscountCell, Inc agrees to provide quarterly summary of all equipment/accessories sold and will be submitted to the lead State.

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.

DiscountCell, Inc agrees to provide reports to individual participating entities as specified in 3.3.4 at no additional cost.

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.

DiscountCell, Inc agrees to provide reporting and/or management reports related to accessory purchases that would help to assess utilization and cost.

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

DiscountCell, Inc has the ability to provide custom reports to include elements provided at time of order. Our IT staff is able to provide reports with specified elements as long as elements are identified at time of order. Sample report is provided as Attachment 1 (Tab VIII – page 39). If special elements are needed, it needs to be specified prior to period of reporting.

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.

Not applicable to accessory/equipment vendors.

3.4 Contract Management

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

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

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

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

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

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

DiscountCell, Inc will designate a contract manager who will manage the WSCA account. This contract manager will provide the general oversite of WSCA account, handle overall customer service issues, provide information and documentation as necessary, meet with Lead State and all other requirements specified above.

3.5 Voice Services and Support (Band 1)

DiscountCell, Inc is not making a proposal for this Band.

3.6 Broadband Services and Support (Band 2)

DiscountCell, Inc is not making a proposal for this Band.

3.7 Accessories/Equipment/Devices (Band 3)

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

DiscountCell, Inc only sells new items that carry a full warranty by the manufacturer. If an item doesn't function correctly upon arrival, we will resolve the issue by replacing the item or issuing a refund as requested.

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.

DiscountCell, Inc carries a full line of accessories for all current models of phones and can deliver F.O.B. destination to any point within the using states. The DiscountCell, Inc on-line catalog is located at: www.discountcell.com.

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.

DiscountCell, Inc agrees to all stated requirements of section 3.7.3

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.

DiscountCell, Inc currently distributes products nationwide. All prices quoted for this contract include FOB Destination shipping to any participating entities.

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

The normal shipping time for DiscountCell, Inc after receipt of order is within 1 business day on stocked products and 2-3 business days on non-stocked special order products. With regard to all WSCA states, Discountcell will be able to provide delivery in 5 business days or less for products that are not on manufacturer backorder. If items are on backorder, customer will be notified of status of backorder with estimated shipping date and time.

3.7.6 Provide detailed warranty information.

All of our products carry a full manufacturers warranty, most of which are for a period of one (1) year from date of purchase. For those items that do not carry a one (1) year manufacturer's warranty, DiscountCell, Inc will warranty these products for the remainder period of time to equal one (1) year from date of purchase.

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).

DiscountCell, Inc has OEM and aftermarket products available for categories above and pricing is specified in our cost proposal.

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

DiscountCell, Inc will provide samples as reasonably requested when applicable.

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.

Question	Response
Company name:	DiscountCell, Inc
Ownership (sole proprietor, partnership, etc.):	S-Corporation
State of incorporation:	Utah
Date of incorporation:	1/25/2005
# of years in business:	13 years (Sole proprietor prior to Inc)
List of top officers:	Jennifer King, President Craig King, Vice-President Robbie Chidester, CFO
Location of company headquarters:	Provo, Utah
Location(s) of the company offices:	Provo, Utah
Location(s) of the office that will provide the services described in this RFP:	Provo, Utah
Number of employees locally with the expertise to support the requirements identified in this RFP:	10
Number of employees nationally with the expertise to support the requirements in this RFP:	10
Location(s) from which employees will be assigned for this project:	1

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.

DiscountCell, Inc will comply with all State of Nevada regulations and obtain necessary licenses, registrations as required by law upon contract award.

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

Question	Response
Nevada Business License Number:	Will obtain at contract award
Legal Entity Name:	DiscountCell, Inc

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

Yes	XX	No	

If "No", provide explanation.

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

DiscountCell, Inc is not aware of any additional licensing requirements other than the State of Nevada registration and Business License requirements, which will be obtained immediately upon award of contract.

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

Yes		No	XX

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

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

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

Yes		No	XX

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

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

Yes		No	XX

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

Question	Response
Date of alleged contract failure or breach:	
Parties involved:	
Description of the contract failure, contract breach, litigation, or investigation, including the products or services involved:	
Amount in controversy:	
Resolution or current status of the dispute:	

Question	Response	
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

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

DiscountCell, Inc is a woman-owned small business which has specialized in cell phone and mobile accessories for 13 years. DiscountCell, Inc is qualified to provide cell phone accessories as part of the WSCA contract for the following reasons:

Product Selection – DiscountCell, Inc currently maintains accounts with seven of the largest cell phone accessory distributors in the USA. As a result of these relationships, DiscountCell, Inc can offer a broader range of accessories beyond what any single manufacturer or distributor will provide. This diverse selection of accessories has allowed DiscountCell, Inc to meet and exceed specific needs of our many customers that would otherwise have had to use multiple vendors to complete the project requirements.

Product Quality –DiscountCell, Inc has evaluated thousands of cell phone accessories since inception and has established clear quality standards which suppliers must meet.

Customer Service – DiscountCell, Inc has maintained a strong rating with the Better Business Bureau (BBB). The current rating with the BBB is an A+, the highest rating available. DiscountCell, Inc also maintains a strong rating with Google Checkout customers.

Convenience - DiscountCell, Inc has an online portal system which allows entities to log in to see contract pricing, order online and have easy access to account information as well as order history. The ability to log in and use the portal system is available 24 hours a day, 7 days a week. The DiscountCell, Inc IT staff has the ability to modify this portal as necessary.

Management Team – DiscountCell, Inc has a management team with expertise and experience in customer service, managing rapid growth, purchasing, finance and government contracting.

Government Contracting – DiscountCell, Inc currently has a GSA Contract (Contract #GS-35F-0637W) for antenna and two-way radio products, which pricing is also available to WSCA entities.

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.

DiscountCell, Inc has been in the business of cell phone accessories sales for 13 years. During this time, DiscountCell, Inc has built a satisfied customer base of private end users as well as government and corporate entities of all sizes.

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

4.1.10.1 Dun and Bradstreet number
4.1.10.2 Federal Tax Identification Number
4.1.10.3 The last two - (2) years and current year interim:
A. Profit and Loss Statement
B. Balance Statement

DiscountCell, Inc has provided the above requested information as part of Part III – Confidential Financial Proposal.

4.2 SUBCONTRACTOR INFORMATION

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

Yes		No	XX

If "Yes", vendor must:

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

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

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

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

4.3 BUSINESS REFERENCES

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

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

Reference #:	1
Company Name:	DiscountCell, Inc

Identify role company will have for this RFP project (check one):

XX Vendor ☐ Subcontractor

Project Name:	Paulding County, Georgia

Primary Contact Information	
Name:	Kelly Brown, Paulding County Dept of Finance
Street Address:	240 Constitution Blvd
City, State, Zip:	Dallas, GA 30132
Phone, including area code:	678-224-4032
Facsimile, including area code:	678-224-4432
Email address:	kbrown@paulding.gov

Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	

Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	09/2009
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

Reference #:	2
Company Name:	DiscountCell, Inc

Identify role company will have for this RFP project (check one):

XX Vendor ☐ Subcontractor

Project Name:	PCF (Publishers Circulation Fulfillment)

Primary Contact Information	
Name:	Paul Aube, PCF
Street Address:	85 Rangeway Rd, Bldg 1
City, State, Zip:	Billerica, MA 01862
Phone, including area code:	978-671-1891
Facsimile, including area code:	201-564-3870
Email address:	Paul.aube@pcfcorp.com
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	09/2009
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

Reference #:	3
Company Name:	DiscountCell, Inc
Identify role company will have for this RFP project (check one): XX Vendor ☐ Subcontractor	
Project Name:	Maine Department of Transportation
Primary Contact Information	
Name:	Lori Edwards, Maine DOT
Street Address:	24 Child St
City, State, Zip:	Augusta, ME 04333
Phone, including area code:	207-624-3226
Facsimile, including area code:	207-624-3201
Email address:	Lori.edwards@maine.gov
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	11/2006
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

Reference #:	4
Company Name:	DiscountCell, Inc
Identify role company will have for this RFP project (check one):	
XX Vendor ☐ Subcontractor	
Project Name:	Ward Trucking
Primary Contact Information	
Name:	James Miller, Ward Trucking
Street Address:	1436 Ward Trucking Dr
City, State, Zip:	Altoona, PA 16602
Phone, including area code:	814-947-1254
Facsimile, including area code:	Not available
Email address:	jfmiller@wardtrucking.com
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	04/2010
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

Reference #:	5
Company Name:	DiscountCell, Inc
Identify role company will have for this RFP project (check one):	
XX Vendor ☐ Subcontractor	
Project Name:	Lafourche Parish Government, Louisiana
Primary Contact Information	
Name:	Gretchen Folse, Lafourche Parish
Street Address:	402 Green Street
City, State, Zip:	Thibodaux, LA 70301
Phone, including area code:	985-446-8427
Facsimile, including area code:	
Email address:	gretchenf@lafourchegov.org
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	10/2008
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

Reference #:	6
Company Name:	DiscountCell, Inc
Identify role company will have for this RFP project (check one): XX Vendor ☐ Subcontractor	
Project Name:	Wingfoot Commercial Tire
Primary Contact Information	
Name:	Kelly Miner
Street Address:	1000 S. 21st St.
City, State, Zip:	Fort Smith, AR 72901
Phone, including area code:	479-788-6462
Facsimile, including area code:	479-788-6282
Email address:	kminer@wingfootct.com
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip:	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project / contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.), if applicable.	Providing cell phone accessories on an ongoing basis
Original Project/Contract Start Date:	01/2010
Original Project/Contract End Date:	Open
Original Project/Contract Value:	Open
Final Project/Contract Date:	Not yet determined
Was project/contract completed in time originally allotted, and if not, why not?	Orders have been fulfilled as specified and the relationship is still ongoing.
Was project/contract completed within or under the original budget/cost proposal, and if not, why not?	Yes

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

DiscountCell, Inc has submitted the Reference Questionnaire to each of the contacts specified in the references above.

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

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

DiscountCell, Inc provided instructions to each of the reference contacts as to the submittal of the Reference Questionnaire and the date by which they are required to be submitted.

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.

DiscountCell, Inc understands that the references may be contacted as specified above.

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.

Resumes are included as Attachments under Tab VIII – Other Information.

5. COST

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

See Attachment H, Accessory Pricing Sheet for RFP 1907 as included in Part II- Cost Proposal (Tab II) for our offered detailed pricing.

6. PAYMENT

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

6.2 The State does not issue payment prior to receipt of goods or services.

6.3 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

6.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on ***Attachment B2, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP***. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

DiscountCell, Inc agrees to all the above terms of payment. We have noted that Government Purchasing Cards have already been specified as an acceptable method of payment. We do want to note that when Government Purchasing Cards are used to purchase goods, there will be a pre-authorization to the Card prior to shipment of items. The Card will not have an actual charge placed on the Card until the items have been shipped. We will bill each entity as specified in the approved contract and/or payment schedule.

WSCA Cooperative Contract Sales Report
Summary for WSCA Wireless Contracts 2012-2017
Vendor Name: DiscountCell, Inc

Report Period: 1 Month 2011 Year

Field Size	5	2	45	60	40	40	00000-0009	60	40	40	00000-0009	20	8	20	35	8	20	25	60	$10.00	$10.00	11	$13.00	$13.00
Vendor Name	2012-2017 Vendor Contract Number	State (Post Office 2 ltr code)	Customer Type	Bill to Name	Bill to Address	Bill to City	Bill to Zipcode	Ship to Name	Ship to Address	Ship to City	Ship to Zipcode	Customer PO Number	PO Date	Customer Number	Order Type	Ship / Invoice Date	Order / Invoice Number	Product Number	Product Description	Current List Price	Unit Price	Quantity	Total Price	Admin Fee
DiscountCell	1907	UT	State	James Smith	12345 N 560 W	Provo	84601-0000	John Doe	12345 N 560 W	Provo	84601-0000	B1035	1/21/2011	567890	PO	1/23/2011	1000356789	SPLITBB9000	Blackberry 9000 Compatible 1300 mAh Li-Ion Internal Battery	$14.95	$12.71	3	$38.13	$0.04

Jennifer King

5622 West 10770 North, Highland, UT 84003 (801) 763-5637

Education

Brigham Young University, Provo, Utah. September 1990-December 1992.

- Emphasis- Accounting

Employment Experience

President. *DiscountCell, Inc, 350 West 500 South, Provo, Utah. January 2005-Present.*

- Manage employees and daily operation.
- Process and oversight of all Accounts Receivable, Accounts Payable, Payroll, bookkeeping and financial functions.
- Manage all certifications, government accounts, minority/women-owned business relations.

Owner. *DiscountCell.com, 350 West 500 South, Provo, Utah. December 1997-January 2005.*

- Manage employees.
- Process and oversight of all Accounts Receivable, Accounts Payable, Payroll and bookkeeping functions.
- Manage daily operation.

Executive Assistant. *Provo City, Municipal Council Office, 351 West Center Street, Provo, Utah. May 1994-February 1998.*

- Responsible for office management.
- Prepare proposed legislative code along with Council attorney.
- Prepare and distribute legislative information to Municipal Council members and constituents.
- Worked with City budget officers to present City budget information to Council members.
- Assist in answering and resolving citizen concerns and questions brought to Council members.

Payroll Assistant. *Provo City, Personnel/Payroll Department, 351 W. Center Street, Provo, Utah. November 1993-May 1994.*

- Processed biweekly payroll for 800+ employees.
- Responsible for processing payroll reports.
- Responsible for processing payroll taxes.
- Resolve employee concerns and questions regarding payroll.

Customer Service Representative. *Bank One, 1250 S. State Street, Orem, UT 84057. January 1993-November 1993.*

- Processed customer deposits.
- Assisted customers with concerns and questions regarding accounts.
- Responsible for processing large commercial deposits.

Other Skills

- General Accounting (Payroll, Accts. Receivable/Payable)
- Microsoft Excel / Word
- Typing - 65 WPM
- Quickbooks / Peachtree / Image

Craig King

5622 West 10770 North, Highland, UT 84003 (801) 763-5637

Employment Experience

Executive Vice President. *Discountcell, 350 West 500 South, Provo, Utah. August 2000–Present*
- Supervise website design and implementation.
- Negotiate contracts with suppliers.
- Negotiate legal contracts.
- Supervise IT department.

Vice President. *Discountcell, 350 West 500 South, Provo, Utah. February 1998–August 2000*
- Designed and implemented Discountcell website.
- Managed customer service and shipping during high growth period.
- Negotiated contracts with suppliers.

Buyer. *NuSkin International, 75 West Center Street, Provo, Utah. August 1996-January 1998.*
- Purchase all Distribution Center capitalized equipment.
- Negotiate contracts with suppliers.
- Plan and Forecast packaging needs based on projected sales.
- Research best prices and suppliers for needed supplies and equipment.

Education

Baylor Law School, Waco, Texas. February 1998-August 2000.
Emphasis – Corporate Law, Contracts

Brigham Young University, Provo, Utah. September 1989-April 1990, September 1992-August 1996.
- Bachelors of Science- Psychology
- Emphasis- Business/Organizational Behavior

ROBBIE S. CHIDESTER, CPA
5695 W. 10930 N.
Highland, Utah 84003

PROFESSIONAL SUMMARY

Over 20 years leadership in financial management, including critical value generation for entities ranging in annual revenue volume from startup to $132M. Licensed CPA with Big Four public accounting experience. Played key role in placement of over $200M debt and equity funding. Proficient in all MS Office products and many leading accounting software packages ranging from QuickBooks to PeopleSoft Financials. Excellent written and verbal communication skills proven effective at all organizational levels. Ultimate team player who can also lead.

DiscountCell, Inc — ***Chief Financial Officer*** — ***2011-Current***
Provides expert financial services in areas of company financial statements, cost analysis and future financial projections.

CXO Vantage, LLC — ***Founding Member, Constant*** — ***2009 –Current***
CFO Advantage Consulting, L.C. — ***Managing Member, Consultant*** — ***2008 –Current***
CFO Solutions, L,C. — ***Consultant*** — ***2006 – 2010***
Provided expert CFO consulting services to over 40 start-up, emerging and turn-around companies.

Avinti, Inc. — ***Chief Financial Officer*** — ***2005 – 2009***
Key member of entrepreneurial team launching unique email security technology. Managed all financial and operational initiatives to execute hyper-growth business plan following award of $10M venture capital (VC) funding.

Cardwell Distributing, Inc — ***Chief Financial Officer, Treasurer*** — ***2003 - 2005***
Guided dominate, multi-state petroleum marketing enterprise through assimilation of acquired regional competitor to increase annual revenue from $40M to $132M.

SirsiDynix Corp — ***Vice President Finance, Treasurer,*** — ***2000 - 2002***
(formerly Dynix, Inc.) — ***Foreign Subsidiary Board Member***
Global Corporate Controller — ***1998 - 2000***
Led global financial and business operations for market leading library software company with annual revenue ranging from $68M to $91M. Managed all financial operations in US, Canada, Europe, South America and Asia.

Little Giant Ladder Systems — ***Chief Financial Officer*** — ***1988 - 1998***
(formerly Wing Enterprises, Inc.) — ***Corporate Board Member***
Managed all areas of financial growth for emerging, privately held company with operations in R&D, manufacturing and distribution. Revenue growth from $3M to $21M.

Redex, Inc. — ***Controller*** — ***1987 - 1988***
..... — ***Internal Audit Manager***
Managed daily financial operations and internal controls for financial services company processing $250M annually.

KPMG — ***Audit Manager*** — ***1981 - 1987***
Provided superior customer service in external auditing, tax planning and compliance, financial accounting and business development while playing key role in 133% growth of local office. Served very diverse clients in multiple growth industries as part of internationally respected CPA firm.

EDUCATION

University of Utah	Bachelor of Arts, Accounting, 1981	Cum Laude, 3.6 GPA
University of Chicago	GSB Executive Education, 2002	Mergers and Acquisitions

Janiel Jones

1055 West 1700 North, Provo, UT 84604 801-380-8642

Experience

Customer Service Manager

Discountcell Inc, 350 West 500 South, Provo, UT
June 2001 – Present

- Handle corporate / government accounts
- Supervise Employees, as well as involved in hiring/firing process
- Supervise day-to-day functions of the office (Credit card processing, Invoicing, Shipping and Receiving)
- Resolve customer issues
- Create Purchase Orders and monitor inventory levels

Customer Service Manager

Circuit City Stores Inc, Orem, UT
March 1995 – June 2001

- Schedule all customer service associates
- Balance cash drawers and create deposits
- Human Resources – Interviewing and hiring
- Customer returns
- Resolve customer issues

Payroll Manager

Sears Telecatalog, Provo, UT
1988-1991

- Input payroll data on a weekly basis
- Resolve time card issues
- Human Resources

Education

Provo High School, Provo UT

Graduated 1978

Other Skills

10 key by touch ***Typing 60 WPM***

Microsoft Excel/Word ***Quickbooks***

References

References are available on request.

COPY 5 of 12

Part II – Cost Proposal for:
"Wireless Voice Service, Wireless Broadband Service,
Accessories and Equipment"

Proposal for Accessories, Equipment, Devices (Band 3)

RFP No: 1907

DiscountCell
350 West 500 South
Provo, UT 84601
(801) 235-9809
Fax: (801) 705-0324

Proposal Opening Date: April 4, 2011

~~Proposal Opening Date: March 28, 2011~~

Proposal Opening Time: 2:00PM

COPY 5 of 12

Part II – Cost Proposal for:
"Wireless Voice Service, Wireless Broadband Service,
Accessories and Equipment"

Proposal for Accessories, Equipment, Devices (Band 3)

RFP No: 1907

DiscountCell
350 West 500 South
Provo, UT 84601
(801) 235-9809
Fax: (801) 705-0324

Proposal Opening Date: April 4, 2011

~~Proposal Opening Date: March 28, 2011~~

Proposal Opening Time: 2:00PM

Pricing Sheet RFP 1907

Vendor Name and Contact:

DiscountCell, Inc
Jennifer King - corp@discountcell.com

General Information

Enter all information directly into the relevant Excel spreadsheet cells. Enter numbers on form in "number" (two-place decimal), not "currency" or other format unless otherwise stated. Omit dollar signs, commas, and any other non-essential symbols. (e.g., $11.90 should be entered as 11.90) Prices must be in US Dollars. Enter "0" if there is no charge. **Cells left blank will be interpreted as "no offer." A "No Offer" bid may disqualify the vendor from that category.**

Price per unit based on -- *MSRP (Manufacturers Suggested Retail Price) / VCP (Vendor Commercial Price)*

Vendors must list the top three sellers in each category for both Manufacturer and Aftermarket Items

Market Basket Item	Manufacture/Brand	Length of Warranty	Price Per Unit (MSRP / VCP)		Discounted Price Per Unit	Discount Percent Off Price Per Unit (MSRP / VCP)		Aftermarket/Brand	Length of Warranty	Price Per Unit (MSRP / VCP)		Discounted Price Per Unit	Discount Percent Off Price Per Unit (MSRP / VCP)	
Netbook/Tablet Devices	*No Offer*	-	-	-		-	-	*No Offer*	-	-	-	-	-	-
Blue Tooth	*LG / HBM235*	*1 year*	*39.99*	*24.95*	*23.70*	*42.00*	*5.00*	*BlueAnt / T1*	*2 years*	*79.99*	*54.95*	*52.20*	*36.00*	*5.00*
(headsets)	*Motorola / H520*	*1 year*	*39.99*	*34.95*	*33.20*	*18.00*	*5.00*	*BlueAnt / Q2*	*2 years*	*129.95*	*84.95*	*80.70*	*40.00*	*5.00*
	Samsung / WEP570	*1 year*	*49.99*	*34.95*	*33.20*	*35.00*	*5.00*	*Jabra / Wave*	*1 year*	*79.99*	*64.95*	*61.70*	*24.00*	*5.00*
Memory Cards	*No OEM available*	-	-	-	-	-	-	*Adata 8GB MicroSDHC*	*1 year*	*22.99*	*18.95*	*18.00*	*23.00*	*5.00*
	No OEM available	-	-	-	-	-	-	*Kingston 4GB MicroSD*	*1 year*	*15.15*	*14.95*	*14.20*	*6.00*	*5.00*
	No OEM available	-	-	-	-	-	-	*Adata 16GB MicroSDHC*	*1 year*	*39.99*	*34.95*	*33.20*	*18.00*	*5.00*
Car Chargers	*Motorola/ SPN5400 MicroUSB*	*1 year*	*29.95*	*12.95*	*11.00*	*72.00*	*15.00*	*MobileLine / MicroUSB Dual port*	*1 year*	*29.99*	*12.95*	*11.01*	*72.00*	*15.00*
	Samsung / CAD300UBEB MicroUSB	*1 year*	*29.95*	*12.95*	*11.00*	*72.00*	*15.00*	*Naztech / Micro and MiniUSB (all in one)*	*1 year*	*29.99*	*14.95*	*12.71*	*65.00*	*15.00*
	LG / MicroUSB	*1 year*	*29.95*	*12.95*	*11.00*	*72.00*	*15.00*	*WireXGroup / MiniUSB*	*1 year*	*24.95*	*8.95*	*7.61*	*79.00*	*15.00*
Batteries	*Blackberry / Standard Battery*	*1 year*	*44.95*	*24.95*	*21.20*	*59.00*	*15.00*	*Naztech / Blackberry Extended Battery*	*1 year*	*39.99*	*26.95*	*22.91*	*48.00*	*15.00*
	HTC / Standard Battery	*1 year*	*49.95*	*32.95*	*28.00*	*49.00*	*15.00*	*Naztech / HTC Extended Battery*	*1 year*	*39.99*	*29.95*	*25.46*	*40.00*	*15.00*
	Motorola / Standard Battery	*1 year*	*49.99*	*39.95*	*33.96*	*35.00*	*15.00*	*Naztech / Motorola Extended Battery*	*1 year*	*39.99*	*29.95*	*25.46*	*40.00*	*15.00*
Travel Chargers	*HTC / MicroUSB*	*1 year*	*29.99*	*16.95*	*14.41*	*58.00*	*15.00*	*Naztech Pro MicroUSB*	*1 year*	*24.99*	*14.95*	*12.71*	*75.00*	*15.00*
	Blackberry / MicroUSB	*1 year*	*29.99*	*14.95*	*12.71*	*65.00*	*15.00*	*Naztech / Micro and MiniUSB (all in one)*	*1 year*	*29.99*	*14.95*	*12.71*	*65.00*	*15.00*
	Motorola/ MicroUSB	*1 year*	*29.99*	*15.95*	*13.56*	*62.00*	*15.00*	*MobileLine / MicroUSB*	*1 year*	*19.99*	*12.95*	*11.01*	*50.00*	*15.00*
Leather Cases	*Blackberry / Tote*	*1 year*	*24.95*	*9.95*	*8.46*	*75.00*	*15.00*	*Naztech / Kaskade*	*1 year*	*29.95*	*14.95*	*12.71*	*65.00*	*15.00*
	Blackberry / Swivel	*1 year*	*24.95*	*12.95*	*11.00*	*63.00*	*15.00*	*Swiss Leatherware / Alps*	*1 year*	*29.95*	*16.95*	*14.41*	*58.00*	*15.00*
	Blackberry / Pocket	*1 year*	*29.99*	*18.95*	*16.11*	*52.00*	*15.00*	*WireXGroup / Omni*	*1 year*	*14.95*	*7.95*	*6.76*	*82.00*	*15.00*
Holsters	*Motorola / Nextel*	*1 year*	*9.99*	*7.95*	*6.76*	*35.00*	*15.00*	*Naztech / Blackberry Springtop*	*1 year*	*14.95*	*9.95*	*8.46*	*48.00*	*15.00*
	Motorola / Nextel	*1 year*	*9.99*	*8.95*	*7.61*	*25.00*	*15.00*	*Naztech / Motorola Springtop*	*1 year*	*14.95*	*9.95*	*8.46*	*48.00*	*15.00*
								Otterbox / Defender	*1 year*	*49.95*	*39.95*	*33.96*	*35.00*	*15.00*
Hands Frees	*Blackberry / Stereo*	*1 year*	*24.95*	*19.95*	*16.96*	*35.00*	*15.00*	*Naztech / NX40*	*1 year*	*19.95*	*14.95*	*12.71*	*40.00*	*15.00*
(wired headsets)	*HTC*	*1 year*	*29.99*	*22.95*	*19.51*	*38.00*	*15.00*	*Jabra / Earboom*	*1 year*	*19.95*	*12.95*	*11.01*	*50.00*	*15.00*
	Motorola	*1 year*	*24.95*	*16.95*	*14.41*	*47.00*	*15.00*	*Jabra / Stereo*	*1 year*	*34.99*	*24.95*	*21.20*	*44.00*	*15.00*

Pricing Sheet RFP 1907

Vendor Name and Contact:

DiscountCell, Inc
Jennifer King - corp@discountcell.com

Company Name	*DiscountCell, Inc*
Contact Name	*Jennifer King*
Contact Email	*corp@discountcell.com*

Market Basket Item	Manufacture/Brand	Length of Warranty	Price Per Unit (MSRP / VCP)		Discounted Price Per Unit	Discount Percent Off Price Per Unit (MSRP / VCP)	
Data Cables	*HTC / MicroUSB*	*1 year*	*19.99*	*12.95*	*12.30*	*40.00*	*5.00*
	Motorola / MicroUSB	*1 year*	*19.95*	*9.95*	*9.45*	*55.00*	*5.00*
	HTC / HDMI	*1 year*	*49.99*	*29.95*	*28.45*	*45.00*	*5.00*
Snap On Covers	*HTC*	*1 year*	*24.99*	*14.95*	*12.71*	*55.00*	*15.00*
	No OEM available	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
Silicone Skins	*HTC*	*1 year*	*24.99*	*11.95*	*10.16*	*67.00*	*15.00*
	Blackberry	*1 year*	*14.95*	*7.95*	*6.76*	*62.00*	*15.00*
	Blackberry 3 pack	*1 year*	*29.95*	*14.95*	*12.71*	*65.00*	*15.00*
Stylus	*HTC*	*1 year*	*24.95*	*16.95*	*14.41*	*37.00*	*5.00*
	Samsung	*1 year*	*14.95*	*11.95*	*10.16*	*85.00*	*5.00*
	Nokia Stylus	*1 year*	*14.95*	*12.95*	*11.01*	*18.00*	*5.00*
LCD Protectors	*HTC*	*1 year*	*9.99*	*6.95*	*5.91*	*85.00*	*15.00*
	No OEM available	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
Antennas	*No OEM available*	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
Phone Holders	*No OEM available*	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
	No OEM available	-	-	-	-	-	-
Phone Straps	*No Offer*	-	-	-	-	-	-
Car Kits	*Motorola / T215*	*1 year*	*69.99*	*54.95*	*52.20*	*26.00*	*5.00*
	Motorola / TZ700	*1 year*	*99.95*	*79.95*	*75.95*	*25.00*	*5.00*
	Blackberry / VM605	*1 year*	*99.99*	*69.95*	*66.45*	*25.00*	*5.00*
Face Plates	*Same as Snap-on covers (see above)*						
Repair Kits	*No Offer*	-	-	-		-	-

Aftermarket/Brand	Length of Warranty	Price per Unit (MSRP / VCP)		Discounted Price Per Unit	Discount Percent Off Price Per Unit (MSRP / VCP)	
Belkin / MicroUSB	*1 year*	*19.99*	*5.95*	*5.65*	*75.00*	*5.00*
Naztech / HDMI	*1 year*	*29.99*	*16.95*	*16.10*	*48.00*	*5.00*
WireXGroup / MicroUSB	*1 year*	*14.95*	*8.95*	*8.50*	*45.00*	*5.00*
Naztech / Rubberized	*1 year*	*14.95*	*9.95*	*8.46*	*49.00*	*15.00*
WireXGroup / Rubberized	*1 year*	*14.95*	*8.95*	*7.61*	*55.00*	*15.00*
BodyGlove	*1 year*	*22.40*	*18.95*	*16.11*	*30.00*	*15.00*
WireXGroup	*1 year*	*14.95*	*7.95*	*6.76*	*62.00*	*15.00*
Naztech TPU	*1 year*	*14.95*	*9.95*	*8.46*	*49.00*	*15.00*
Naztech Gel	*1 year*	*14.95*	*9.95*	*8.46*	*49.00*	*15.00*
None Available	-	-	-	-	-	-
None Available	-	-	-	-	-	-
None Available	-	-	-	-	-	-
Naztech HD	*1 year*	*14.99*	*9.95*	*8.46*	*49.00*	*15.00*
ScreenGuardz	*Lifetime*	*11.99*	*9.95*	*8.46*	*32.00*	*15.00*
Naztech	*1 year*	*9.95*	*7.95*	*6.76*	*35.00*	*15.00*
Wilson / Sleek	*1 year*	*129.95*	*94.95*	*88.30*	*34.00*	*7.00*
Wilson / 801244	*1 year*	*259.95*	*214.95*	*199.90*	*24.00*	*7.00*
Wilson / SmartTech	*1 year*	*299.95*	*249.95*	*232.45*	*24.00*	*7.00*
Naztech / Dashmount	*1 year*	*39.95*	*22.95*	*20.66*	*53.00*	*10.00*
Clingo / Podium	*1 year*	*29.99*	*21.95*	*19.76*	*37.00*	*10.00*
Igrip / Traveler	*1 year*	*29.99*	*24.95*	*22.46*	*27.00*	*10.00*
No Offer	-	-	-	-	-	-
SuperTooth / Buddy	*1 year*	*59.95*	*49.95*	*47.45*	*22.00*	*5.00*
BlueAnt / S4	*1 year*	*99.99*	*79.95*	*75.95*	*25.00*	*5.00*
Jabra / Cruiser 2	*1 year*	*99.99*	*79.95*	*75.95*	*25.00*	*5.00*
Same as Snap-on covers (see above)						
No Offer	-	-	-		-	-

Discount Percentage — Percentage Discount for items not listed above *(listed by Category w/ Discount percentage off VCP - Vendor Commercial Price)*

Bluetooth - headsets	*5.00*	*Memory Cards*		*5.00*
Car Chargers	*15.00*	*Batteries*		*15.00*
Travel Chargers	*15.00*	*Leather Cases*		*15.00*
Holsters	*15.00*	*Handsfree-headsets*		*15.00*
Data Cables	*5.00*	*Snap On Covers*		*15.00*
Silicone Skins	*15.00*	*Stylus*		*5.00*
LCD Protectors	*15.00*	*Antennas*		*7.00*
Phone Holders-cradles	*10.00*	*Car Kits*		*5.00*

Percentage Discount for Employee Purchases — *Same discounts as listed above*

WSCA Discount Percent

Company Name	*DiscountCell, Inc*	
Contact Name	*Jennifer King*	
Contact Email	*corp@discountcell.com*	

Vendors must list the top three sellers in each category for both Manufacturer and After Market Items

Item	Manufacture/Brand	Length of Warranty	WSCA Discount Percent		Aftermarket/Brand	Length of Warranty	WSCA Discount Percent
Netbook/Tablet Devices	*No Offer*	-	-		*No Offer*	-	-
Blue Tooth	*LG / HBM235*	*1 year*	*5.00*		*BlueAnt / T1*	*2 years*	*5.00*
(headsets)	*Motorola / H520*	*1 year*	*5.00*		*BlueAnt / Q2*	*2 years*	*5.00*
	Samsung / WEP570	*1 year*	*5.00*		*Jabra / Wave*	*1 year*	*5.00*
Memory Cards	*No OEM available*	-	-		*Adata 8GB MicroSDHC*	*1 year*	*5.00*
	No OEM available	-	-		*Kingston 4GB MicroSD*	*1 year*	*5.00*
	No OEM available	-	-		*Adata 16GB MicroSDHC*	*1 year*	*5.00*
Car Chargers	*Motorola/ SPN5400 MicroUSB*	*1 year*	*15.00*		*MobileLine / MicroUSB Dual port*	*1 year*	*15.00*
	Samsung / CAD300UBEB MicroUSB	*1 year*	*15.00*		*Naztech / Micro and MiniUSB (all in one)*	*1 year*	*15.00*
	LG / MicroUSB	*1 year*	*15.00*		*WireXGroup / MiniUSB*	*1 year*	*15.00*
Batteries	*Blackberry / Standard Battery*	*1 year*	*15.00*		*Naztech / Blackberry Extended Battery*	*1 year*	*15.00*
	HTC / Standard Battery	*1 year*	*15.00*		*Naztech / HTC Extended Battery*	*1 year*	*15.00*
	Motorola / Standard Battery	*1 year*	*15.00*		*Naztech / Motorola Extended Battery*	*1 year*	*15.00*
Travel Chargers	*HTC / MicroUSB*	*1 year*	*15.00*		*Naztech Pro MicroUSB*	*1 year*	*15.00*
	Blackberry / MicroUSB	*1 year*	*15.00*		*Naztech / Micro and MiniUSB (all in one)*	*1 year*	*15.00*
	Motorola/ MicroUSB	*1 year*	*15.00*		*MobileLine / MicroUSB*	*1 year*	*15.00*
Leather Cases	*Blackberry / Tote*	*1 year*	*15.00*		*Naztech / Kaskade*	*1 year*	*15.00*
	Blackberry / Swivel	*1 year*	*15.00*		*Swiss Leatherware / Alps*	*1 year*	*15.00*
	Blackberry / Pocket	*1 year*	*15.00*		*WireXGroup / Omni*	*1 year*	*15.00*
Holsters	*Motorola / Nextel*	*1 year*	*15.00*		*Naztech / Blackberry Springtop*	*1 year*	*15.00*
	Motorola / Nextel	*1 year*	*15.00*		*Naztech / Motorola Springtop*	*1 year*	*15.00*
	-	-	-		*Otterbox / Defender*	*1 year*	*15.00*

Company Name	DiscountCell, Inc	
Contact Name	Jennifer King	
Contact Email	corp@discountcell.com	

Item	Manufacture/Brand	Length of Warranty	WSCA Discount Percent		Alternate Manufacture/Brand	Length of Warranty	WSCA Discount Percent
Hands Frees	Blackberry / Stereo	1 year	15.00		Naztech / NX40	1 year	15.00
(headsets)	HTC	1 year	15.00		Jabra / Earboom	1 year	15.00
	Motorola	1 year	15.00		Jabra / Stereo	1 year	15.00
Data Cables	HTC / MicroUSB	1 year	5.00		Belkin / MicroUSB	1 year	5.00
	Motorola / MicroUSB	1 year	5.00		Naztech / HDMI	1 year	5.00
	HTC / HDMI	1 year	5.00		WireXGroup / MicroUSB	1 year	5.00
Snap On Covers	HTC	1 year	15.00		Naztech / Rubberized	1 year	15.00
	No OEM available	-	-		WireXGroup / Rubberized	1 year	15.00
	No OEM available	-	-		BodyGlove	1 year	15.00
Silicone Skins	HTC	1 year	15.00		WireXGroup	1 year	15.00
	Blackberry	1 year	15.00		Naztech TPU	1 year	15.00
	Blackberry 3 pack	1 year	15.00		Naztech Gel	1 year	15.00
Stylus	HTC	1 year	5.00		None Available	-	-
	Samsung	1 year	5.00		None Available	-	-
	Nokia Stylus	1 year	5.00		None Available	-	-
LCD Protectors	HTC	1 year	15.00		Naztech HD	1 year	15.00
	No OEM available	-	-		ScreenGuardz	Lifetime	15.00
	No OEM available	-	-		Naztech	1 year	15.00
Antennas	No OEM available	-	-		Wilson / Sleek	1 year	7.00
	No OEM available	-	-		Wilson / 801244	1 year	7.00
	No OEM available	-	-		Wilson / SmartTech	1 year	7.00
Phone Holders	No OEM available	-	-		Naztech / Dashmount	1 year	10.00
(cradles)	No OEM available	-	-		Clingo / Podium	1 year	10.00
	No OEM available	-	-		Igrip / Traveler	1 year	10.00
Phone Straps	No Offer	-	-		No Offer	-	-
Car Kits	Motorola / T215	1 year	5.00		SuperTooth / Buddy	1 year	5.00
	Motorola / TZ700	1 year	5.00		BlueAnt / S4	1 year	5.00
	Blackberry / VM605	1 year	5.00		Jabra / Cruiser 2	1 year	5.00
Face Plates	Same as Snap-on covers (see above)				Same as Snap-on covers (see above)		
Repair Kits	No Offer	-	-		No Offer	-	-

Company Name	*DiscountCell, Inc*	
Contact Name	*Jennifer King*	
Contact Email	*corp@discountcell.com*	

WSCA Percentage Discount for items/manufacturers not listed above					Percentage Discount for Employee Purchases for items/manufacturers not listed above		
Manufacturer	Item	Discount Percent			Manufacturer	Item	Discount Percent
All Manufacturers	*Blue Tooth*	*5.00*			*All Manufacturers*	*Blue Tooth*	*5.00*
All Manufacturers	*Memory Cards*	*5.00*			*All Manufacturers*	*Memory Cards*	*5.00*
All Manufacturers	*Car Chargers*	*15.00*			*All Manufacturers*	*Car Chargers*	*15.00*
All Manufacturers	*Batteries*	*15.00*			*All Manufacturers*	*Batteries*	*15.00*
All Manufacturers	*Travel Chargers*	*15.00*			*All Manufacturers*	*Travel Chargers*	*15.00*
All Manufacturers	*Leather Cases - Pouches*	*15.00*			*All Manufacturers*	*Leather Cases - Pouch*	*15.00*
All Manufacturers	*Holsters*	*15.00*			*All Manufacturers*	*Holsters*	*15.00*
All Manufacturers	*Snap-on Covers*	*15.00*			*All Manufacturers*	*Snap-on Covers*	*15.00*
All Manufacturers	*Silicone Skins*	*15.00*			*All Manufacturers*	*Silicone Skins*	*15.00*
All Manufacturers	*Data Cables*	*5.00*			*All Manufacturers*	*Data Cables*	*5.00*
All Manufacturers	*Phone Holders - cradles*	*10.00*			*All Manufacturers*	*Phone Holders - cradle*	*10.00*
All Manufacturers	*LCD Protectors*	*15.00*			*All Manufacturers*	*LCD Protectors*	*15.00*
All Manufacturers	*Stylus*	*5.00*			*All Manufacturers*	*Stylus*	*5.00*
All Manufacturers	*Car Kits*	*5.00*			*All Manufacturers*	*Car Kits*	*5.00*
All Manufacturers	*Antennas*	*7.00*			*All Manufacturers*	*Antennas*	*7.00*

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

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

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

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

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

DiscountCell, Inc
Company Name

Jennifer King
Signature

Jennifer King
Print Name

3/28/2011
Date

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

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)
		NONE

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be provided)
		NONE

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2011

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

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

PRODUCER	CONTACT NAME:	
Nuttall & Associates Insurance Agency, Inc. 280 S Main St, Suite 200 PO Box 428 Pleasant Grove, UT 84062	PHONE (A/C, No, Ext): 801.785.1777	FAX (A/C, No): 801.785.8411
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Discountcell, Inc. 350 W 500 S Provo, UT 84601	INSURER A: Unigard Insurance CO	025747
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: Master GL** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			B0606589	06/21/2011	06/21/2012	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
FAX: 775.684.0188 Western States Contracating Alliance c/o Teri Smith, Purchasing Officer State of Nevada, Departmetn of Administration Purchasing Division 515 E Musser Street, Ste 300 Carson City, NV 89701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brenda Nuttall/BMN

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2011

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

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

PRODUCER	CONTACT NAME:	
Nuttall & Associates Insurance Agency, Inc. 280 S Main St, Suite 200 PO Box 428 Pleasant Grove, UT 84062	PHONE (A/C, No, Ext): 801.785.1777	FAX (A/C, No): 801.785.8411
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Discountcell, Inc. 350 W 500 S Provo, UT 84601	INSURER A: Unigard Insurance CO	25747
	INSURER B: Standard Fire Insurance Co	19070
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: Master GL/WC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			B0606589	06/21/2010	06/21/2011	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ICUB1460R43710	06/21/2010	06/21/2011	WC STATU-TORY LIMITS [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FAX: 775.684.0188

Western States Contracating Alliance
c/o Teri Smith, Purchasing Officer
State of Nevada, Departmetn of Administration
Purchasing Division
515 E Musser Street, Ste 300
Carson City, NV 89701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Nuttall/BMN

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WCF
Workers Compensation Fund
100 West Towne Ridge Parkway, Sandy, Utah 84070
800.446.2667 | www.wcfgroup.com

November 9, 2011

Attn: TERI SMITH, PURCHASING OFFICER
WESTERN STATES CONTRACTING
STATE OF NV, DEPT FO ADMIN
PURCHASING DIVISION
515 EAST MUSSER STREET STE 300
CARSON CITY NV 89701

CERTIFICATE OF INSURANCE

This will certify that:

DISCOUNT CELL INC
350 W 500 S
PROVO UT 84601

Policy Number 2258685

has an active Workers Compensation and Employers Liability policy in accordance with the provisions of the Utah Workers Compensation Act for the period 6/22/2011 to 6/22/2012 at 12:01 A.M.

If the policy is cancelled prior to the policy expiration date of 6/22/2012 you will be notified.

Employer's Liability:

Each Accident:	100,000
Disease - Policy Limit:	500,000
Each Employee:	100,000

Job Reference:

(A job-site location is the only valid entry in this section. Any other language or representation is invalid and in no way extends or alters the coverage issued.)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage by the policy. This certificate of insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder.