

10/10/23 09:42:11  
WV Purchasing Division

# State of West Virginia Cloud Based Telephone System CRFP AGO2400000002

Wednesday, October 11, 2023

Jared Pritham  
Account Executive, State Government VA & WV  
Dialpad: (804) 256-2139  
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 **T-MOBILE  
FOR GOVERNMENT**



# Transmittal Letter

October 11, 2023

Toby L. Welch  
2019 Washington Street, East  
Charleston, WV 25305  
Email: [Toby.L.Welch@wv.gov](mailto:Toby.L.Welch@wv.gov)

Dear Mr. Welch,

As a provider of wireless voice and data service, we understand your desire to control costs while achieving the best-in-class telephony. We have changed the wireless industry with our **Un-carrier** approach and will provide you with a suite of products and services that are unrivaled by our competition. T-Mobile is incorporated in the state of Delaware.

Our workforce mobility solution, powered by Dialpad, can help you simplify your tech stack and build better relationships with the citizens of the city. By combining calling, messaging, conferencing, coaching and analytics into one tool, you'll move toward peak productivity.



## Features

- Unlimited Calling/SMS/MMS within the US and Canada
- Enterprise messaging – IM (Dialpad to Dialpad), presence (status indicator), SMS/MMS, Group MMS
- Call forwarding, call waiting, call parking
- In-call controls – switch devices seamlessly mid-call, and transfer, hold, mute, record, add caller
- Voicemail – Personal VM greeting, transcribed, searchable, able to forward to email
- Direct DID's or Extensions
- Customized Routing
- Custom ring durations within a department
- Dedicated business number to use from your preferred mobile devices
  - AI-powered Voice Intelligence
  - High quality voice/business phone number
  - Enterprise messaging+
  - Cloud integrations
  - HD video calling
  - Virtual fax
- Incoming calls features
  - RTAs and transcriptions
  - Simultaneous ring
  - Always-on-top UI
  - Instant access to call controls from any screen

- Native integrations
- Text from your desktop

As a cornerstone to the State of West Virginia and T-Mobile partnership, harmonizing quality and service levels will be paramount to a successful long-term relationship. With the dedication of our employees, the performance of our network, and value of our plans, we empower your organization to get the product it needs, at the price it wants, with award-winning Customer Service.

We look forward to implementing viable solutions so your needs can be met for the best value possible. Your main point of contact is:

Jared Pritham  
Account Executive, State Government VA & WV  
Dialpad: (804) 256-2139  
Cell: 804-585-6888  
[Jared.Pritham1@T-Mobile.com](mailto:Jared.Pritham1@T-Mobile.com)

Sincerely,

DocuSigned by:  
*David Bezzant*

8F686CC9343743C...  
David Bezzant, VP-T-Mobile for Government  
602-512-5006

[David.Bezzant@T-Mobile.com](mailto:David.Bezzant@T-Mobile.com)

**T Mobile**

12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006  
[www.t-mobile.com](http://www.t-mobile.com)

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DocuSigned by:  
Signature: *David Bezzant*  
Company Name: T-Mobile USA, Inc.

Representative Name, Title: David Bezzant, VP T-Mobile for Government

Contact Phone/Fax Number: 602-512-5006

Date: October 6, 2023

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Name: Jared Pritham

Address: 200 Westgate Parkway, Richmond, VA 23233

Phone: 804-585-6888

Email: [Jared.Pritham1@T-Mobile.com](mailto:Jared.Pritham1@T-Mobile.com)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W Va. Code SA-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Company: T-Mobile USA, Inc.

Signature:\* 

Printed Name and Title: David Bezzant: VP, T-Mobile for Government

Phone: 804-585-6888

Email: [David.Bezzant@T-Mobile.com](mailto:David.Bezzant@T-Mobile.com)

\* T-Mobile has read, understands and will comply with the terms, conditions and requirements in the Solicitation, subject to the specific responses to Solicitation provisions as set forth in T-Mobile's proposal. T-Mobile is prepared to negotiate in good faith with Customer regarding its Solicitation responses.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFP AGO2400000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

<input type="checkbox"/>	Addendum 1	<input type="checkbox"/>	Addendum 6
<input type="checkbox"/>	Addendum 2	<input type="checkbox"/>	Addendum 7
<input type="checkbox"/>	Addendum 3	<input type="checkbox"/>	Addendum 8
<input type="checkbox"/>	Addendum 4	<input type="checkbox"/>	Addendum 9
<input type="checkbox"/>	Addendum 5	<input type="checkbox"/>	Addendum 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company: T-Mobile USA, Inc

Authorized Signature:  Date: October 6, 2023

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Centralized Request for Proposals  
Info Technology

<b>Proc Folder:</b> 1295974			<b>Reason for Modification:</b>
<b>Doc Description:</b> CLOUD BASED TELEPHONY SYSTEM			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-09-26	2023-10-11 13:30	CRFP 1500 AGO2400000002	1

#### BID RECEIVING LOCATION

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

#### VENDOR

**Vendor Customer Code:** 000000230552  
**Vendor Name :** T-Mobile USA, Inc.  
**Address :**  
**Street :** 12920 S.E. 38th St.  
**City :** Bellevue  
**State :** WA 98006 **Country :** **Zip :**  
**Principal Contact :** Jared Pritham  
**Vendor Contact Phone:** 804-256-2139 **Extension:**

#### FOR INFORMATION CONTACT THE BUYER

Toby L Welch  
(304) 558-8802  
toby.l.welch@wv.gov

DocuSigned by:  
**Vendor Signature X** *Dave Bezzant*  
8F686CC9343743C... **FEIN# 91-1983600** **DATE 10/9/2023**

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the "Purchasing Division") is issuing this solicitation as a request for proposal ("RFP"), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Attorney General's Office (hereinafter referred to as the "Agency") to provide a contract for the purchase of a cloud-based telephony system solution, services and support required for the migration of existing Data, software and hardware maintenance, as well as installation and training per the attached documentation.

\*\*\*\* Online responses have been prohibited for this solicitation, if you have questions contact the Buyer - Toby Welch @ toby.l.welch@wv.gov

See attached instructions for requirements for responding.

INVOICE TO	SHIP TO
ATTORNEY GENERAL'S OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US	ATTORNEY GENERALS OFFICE 1900 KANAWHA BLVD E BUILDING 1 RM E-26 CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Cloud based Telephony service				
Comm Code	Manufacturer	Specification	Model #		
43222800					

**Extended Description:**

Cloud Based Telephony System:

Vendors MUST fill out Cost Sheet included as an attachment. Cost must be separated and labeled separately of the technical response.

**\*\*ONLINE SUBMISSIONS OF REQUESTS FOR PROPOSAL ARE PROHIBITED\*\***

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2023-10-03



# CONTENTS

Transmittal Letter .....	i
Section 4: Project Specifications .....	1
4.2.2.1 Security .....	1
4.2.2.2 Third Party Integration .....	3
4.2.2.3 Agency Support.....	3
4.2.2.4 Training .....	4
4.2.2.5 Prior Solution Deployment .....	5
4.2.2.6 Solution Features and Granular Control.....	5
4.2.2.7 IP Routing / Filtering Device .....	7
4.2.2.8 Solution Engineer Access .....	7
4.3. Qualifications and Experience .....	7
4.4. Oral Presentations .....	8
4.5 Attendant Console/ Hunt Group .....	9
4.6 Warranty.....	9
4.7 Project Timeline .....	9
4.8 Delivery and Return .....	10
4.9 Travel.....	11
4.10 Contract Manager .....	11
4.11 Vendor Default: .....	12
Legal Comments.....	13

# Section 4: Project Specifications

**4.2.2. Mandatory Project Requirements - The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the Vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.**

## 4.2.2.1 Security

**4.2.2.1.a Vendor must answer all questions in attachment "A" in a clear, concise manner and allow this information to be disseminated to others on the Agency's RFP Committee.**

### ATTACHMENT A

#### 1. How do you protect against unauthorized access to the VoIP system and its data?

Dialpad offers integrations for access management via Security Assertion Markup Language (SAML) and System for Cross-domain Identity Management (SCIM) from providers like Okta, Azure, Google Workspace, OneLogin, and more.

#### 2. What measures do you have in place to prevent hacking and other cyberattacks on the VoIP system?

Dialpad offers integrations for access management via Security Assertion Markup Language (SAML) and System for Cross-domain Identity Management (SCIM) from providers like Okta, Azure, Google Workspace, OneLogin, and more.

#### 3. What are your disaster recovery and business continuity plans in case of a cybersecurity incident?

Dialpad's AI-powered collaboration platform is built on a unique dual cloud architecture. Organizations can choose to store more sensitive data in on-premises data centers in the private cloud to maximize security and protect against malicious cyber-attacks. Plus, they can use their public cloud storage to process, manage, and analyze fewer sensitive data. Cloud providers like Google, AWS and Azure are some of the most secure on the market, and security is built into the system from inception.

You also have a great degree of control over their data and increased security as the potential for data exposure is reduced. Enterprises can decide where to store their data and workloads (in the public or private cloud) based on factors like compliance, security requirements, and policy.

Security teams can also standardize redundant cloud storage to improve disaster recovery and data insurance.

#### 4. What encryption standards do you use to secure voice and data traffic?

On the back end, Dialpad is encrypted with DTLS (signaling) and SRTP (media). We use HTTP on the website for chat and contacts, and our entire site runs over SSL.

During Dialpad conferences, these encryption standards will apply if users are connected via their computers. That will differ for users dialing in or out with their phones. Because we have no control over calls made on the Public Switched Telephone Network (PSTN), these calls will not be encrypted.

For maximum security, we recommend that you and your participants only connect to conferences through computers. You can identify how participants are dialed in by looking for a computer or phone icon adjacent to their display name.

## 5. Do you perform regular security assessments and audits of your VoIP system?

Dialpad addresses industry security events or alarms based on our incident management and breach response policy. We post relevant updates on our website.

## 6. Do you have a dedicated security team that monitors the VoIP system and responds to security incidents?

Yes.

## 7. How do you ensure compliance with industry regulations such as GDPR, HIPAA, or PCI DSS?

Please refer to the following link [Dialpad Security: Secure Business Communications | Dialpad](#)

- SOC2 Type II—Compliant. Certification reports can be shared with NDA in place.
- HIPAA—Compliant with HIPAA and HITECH.
- GDPR—Can help meet GDPR compliance requirements. Customers can sign a Data Processing Agreement (DPA) that addresses GDPR and beyond.
- CSA CAIQ—Completed Consensus Assessment Initiative Questionnaire can be downloaded here.
- ISO standards—Infrastructure and processes are annually certified against ISO 27001:2013, ISO 27017:2015, and ISO 27018:2019

## 8. What are your policies and procedures for handling and securing sensitive customer data?

All permanent customer data, such as contact lists, call records, recordings, and transcripts, is stored in the United States via Google Cloud Platform and backed up daily. Transient customer data through Dialpad's data centers is held for no more than 72 hours.

### PCI compliance

If the Payment Card Industry Data Security Standard (PCI DSS) applies to your organization, Dialpad has two options to help maintain your Payment Card Industry (PCI) compliance.

- **Option 1**—Agents can pause their recordings to take payment data over a call
- **Option 2**—An API can programmatically stop/restart recordings for users based on actions taken in payment systems

## 9. What authentication and access controls do you have in place to restrict access to the VoIP system?

You can integrate your own MFA solutions with SAML and OAuth integrations.

## 10. Can you provide evidence of your security certifications and compliance with industry standards?

Please refer to the following link [Dialpad Security: Secure Business Communications | Dialpad](#)

- SOC2 Type II—Compliant. Certification reports can be shared with NDA in place.
- HIPAA—Compliant with HIPAA and HITECH.
- GDPR—Can help meet GDPR compliance requirements. Customers can sign a Data Processing Agreement (DPA) that addresses GDPR and beyond.
- CSA CAIQ—Completed Consensus Assessment Initiative Questionnaire can be downloaded here.
- ISO standards—Infrastructure and processes are annually certified against ISO 27001:2013, ISO 27017:2015, and ISO 27018:2019

### 4.2.2.1.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 6 points)

As evidenced above, Dialpad complies with and in certain cases exceeds the State's security requirements.

### 4.2.2.1.b Vendor must provide encryption capability for all communication.

On the back end, Dialpad is encrypted with DTLS (signaling) and SRTP (media). We use HTTP on the website for chat and contacts, and our entire site runs over SSL.

During Dialpad conferences, these encryption standards will apply if users are connected via their computers. That will differ for users dialing in or out with their phones. Because we have no control over calls made on the Public Switched Telephone Network (PSTN), these calls will not be encrypted.

For maximum security, we recommend that you and your participants only connect to conferences through computers. You can identify how participants are dialed in by looking for a computer or phone icon adjacent to their display name.

**4.2.2.1.b.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 4 points)**

As evidenced above, Dialpad complies with and in certain cases exceeds the State’s security requirements.

**4.2.2.1.c Any hardware that is part of the solution cannot be on the Federal ban list located on the Federal Communication Commission website at <https://www.fcc.gov/supplychain/coveredlist>.**

T-Mobile complies.

**4.2.2.2 Third Party Integration**

**4.2.2.2.a Solution must have the ability to deliver audio voicemail files to email platforms.**

When a voicemail is left, the message will be transcribed and emailed to the user at no additional cost. Users can also access voicemails within the Dialpad desktop and mobile applications.

Voice messages are stored in MP3 file and there is no storage limit, meaning Dialpad stores transcribed voicemails indefinitely, and the individual mailbox does not become full. Once deleted, voicemail recordings and transcriptions are removed. Messages cannot exceed 10MB in size.

**4.2.2.2.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 5 points)**

Dialpad can integrate with the following third party solutions.

<b>Integrations</b>	
Salesforce Sales Cloud	X
Salesforce Service Cloud	X
Salesforce1	X
Google Suite	X
Microsoft Office 365	X
ServiceNow	X
Slack	X
Okta	X
Dialpad Everywhere	X
Zapier	X
OneLogin	X
HubSpot	X

**4.2.2.3 Agency Support**

**4.2.2.3.a Customer Support must be available 24/7/365 with live person response time guaranteed within 24 hours for a low priority level inquiry, 12 hours for a medium priority level inquiry and 30 minutes for a high priority level inquiry. (Please see defined events categorized as HIGH, MEDIUM and LOW in the "definition" section of this RFP, Attachment B)**

Our Dialpad support can simplify your technical problem-solving needs at your convenience, 24 hours a day, 7 days a week and 365 days a year. Our T-Mobile for Business Dialpad Technical Support can be reached by calling 833-979-4446.

Also, the [Dialpad Help Center](#) contains in-depth articles which provide support information and details. If you reach out to the Dialpad support team on the website, they will route you back to our dedicated Technical Support team. T-Mobile also provides Help Desk to Help Desk technical support to your IT organization and Dialpad administrators.

Support is included at no additional cost

**4.2.2.3.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 6 points)**

We offer 7x24x365 support.

## 4.2.2.4 Training

**4.2.2.4.a Vendor must provide training to Agency IT Administrative Staff on all aspects of administrator roles PRIOR to live deployment of solution and prefers the training to be in-person.**

Working together with your deployment manager, you will configure your Dialpad solution to best meet your business needs during this phase by:

- Providing admin portal training
- Setting up user accounts, adjust office settings and call routing
- Initiating integrations such as Office 365 and Google Suite
- Training on Dialpad desktop and mobile applications
- Determining the most appropriate method of porting, as well as capture the information necessary to submit the port request(s)\*

**4.2.2.4.a.1 Vendor should describe how it will comply with the mandatory requirement and include any areas where this proposed solution exceeds the mandatory requirement. (up to 2 points)**

As evidenced, we offer comprehensive training for both admins and users.

**4.2.2.4.b Agency prefers group training to all end users PRIOR to live deployment of solution and prefers this training be in person. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 3 points)**

Dialpad provides virtual training. However, we will work with the state to provide in person training for additional cost.

**4.2.2.4.b.1 Also, the Agency prefers training materials to be available for new end users throughout the contract period. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)**

**4.2.2.4.c Vendor must provide one-on-one training to all end users as part of the solution deployment at Agency's request.**

After your users are invited/onboarded and your numbers ported, we will work with you to set up a user training session and ensure users understand how to use the power of Dialpad within your business.

**4.2.2.4.d Agency prefers remote training be available at the request of the Agency throughout the contract period. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)**

After your users are invited/onboarded and your numbers ported, we will work with you to set up a user training session and ensure users understand how to use the power of Dialpad within your business.

## 4.2.2.5 Prior Solution Deployment

4.2.2.5.a Vendor must disclose how many times they have deployed their proposed solution for similar clients. (up to 2 points)

Dialpad is trusted by 30,000 customers in 140+ countries

## 4.2.2.6 Solution Features and Granular Control

4.2.2.6.a Vendor's solution must possess the below mandatory features. Vendor must identify each feature below that their solution possesses.

■ Voice Calls	Yes
■ Voicemail	Yes
■ Call Forwarding	Yes
■ Call Waiting	Yes
■ Call Hold	Yes
■ Call Park	Yes
■ Call Analytics	Yes
■ Ring Groups	Yes
■ Conference Calling	Yes
■ Do Not Disturb	Yes
■ Number Porting (Transfer our existing phone number to the VoIP system. Must include our 558 numbers, 681 numbers and 1-800 numbers in mass)	Yes
■ Mobile Integration	Yes
■ Desktop Integration	Yes
■ Quality of Service (QoS)	This is not a VOIP product
■ Call Lists	Yes
■ Call Transfer	Yes
■ Caller ID	Yes
■ Import/Export of Directories	Yes
■ Phone Book	Yes
■ Re-dial	Yes
■ E911 Service (service must be able to accommodate more than one physical address)	Yes
■ Softphone	Yes

4.2.2.6.b Vendor should list all features their solution possesses from the below preferred features list (up to 3 points)

■ Video Calls	Yes
■ Microsoft Active Directory Integration	Yes. Microsoft 365 integration.
■ Instant Messaging	Yes
■ Fax over IP	Yes. With Dialpad's AI-powered collaboration platform, you can send and receive faxes from a desktop or mobile app.
■ Music on Hold	Yes

■ <b>Paging via System Phones</b>	Yes. Dialpad supports Group Paging, allowing you to send 1-way or multi-way audio within groups of Deskphone users.
■ <b>Blacklist Calls from Specific Numbers</b>	Yes
■ <b>Call Pick-up/Call Pick-off</b>	No. However, Dialpad support a mobile client and this enables you to pick up a call anywhere.
■ <b>Click-to-Dial</b>	Yes

**4.2.2.6.c Vendor should list all available features and indicate if they can be disabled or granular control can be provided from inside the Administrative Portal. (up to 5 points)**

Company Admins can control the following for each of their offices:

**Office**

- Adding/Removing Team Members
- Buying Devices (User Phones & Room Phones)
- Assigning Team Members as Co-Admins/Regional Admins

**Main Line**

- Adding/Removing Phone Numbers
- Adding/Removing Fax Numbers
- Assigning Operators & Phones
- Managing Call Handling
- Setting Business Hours
- Setting Hold Music

**Departments**

- Adding/Removing Phone Numbers
- Adding/Removing Fax Numbers
- Assigning Operators & Phones
- Managing Call Handling
- Setting Business Hours
- Setting Hold Music

**Contact Centers (Pro & Enterprise only)**

- Adding/Removing Phone Numbers
- Adding/Removing Fax Numbers
- Assigning Agents & Admins
- Managing Call Handling/Queue Handling
- Setting Business Hours
- Setting Hold Music

**Executive-Assistant**

- Adding/Removing Executive-Assistant Pairings

**Analytics**

- Review Entire Company + Office(s) Analytics
- Review Main Line/Department/Contact Center Analytics
- Access Call Recordings for the Entire Company
- Access Call Transcripts for the Entire Company
- Export Analytics

**Billing**

- Review Billing Summary



Manage Payment History  
Review Billing History

**4.2.2.6.d Desk telephone model or models that are the recommended solution must include the following features:**

- **Must be comparable to current desk telephones Agency utilizes (Cisco IP Model 7945)**
- **Support audio for handset, headset and speakerphone**
- **Physical button that allows access to voicemail**
- **Physical button will allow access to missed, received or placed calls**
- **Speakerphone, mute and headset buttons**
- **Volume control for decibel-level adjustments for speaker phone, handset, headset and ringer.**

Yes. These features are supported.

**4.2.2.6.e Conference Telephones**

- **Conference telephone model or models that are the recommended solution must have expandable microphone capabilities.**

Yes.

**4.2.2.7 IP Routing / Filtering Device**

**4.2.2.7.a Vendor must not require any servers to be on site.**

Dialpad will not have servers on site.

**4.2.2.8 Solution Engineer Access**

**4.2.2.8.a Vendor must provide Agency direct access to solution engineers for inquiry purposes and solution modification requests.**

Yes.

**4.2.2.8.a.1 Please describe how Vendor will comply with this preference and include any areas where the proposed solution exceeds the mandatory requirement. (up to 3 points)**

The State will have access to Dialpad and T-Mobile engineers when needed.

**4.2.2.8.a.2 Please describe the level of customization Vendor can provide to tailor features within the solution. (up to 4 points)**

T-Mobile and Dialpad are willing to work with the State to understand the requirements necessary.

**4.3. Qualifications and Experience**

**Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems similar to those requested in this RFP.**

Regarding references - We are unable to provide references due to pending approval from our customers to share their information in a public bid. We can provide references before contract award upon approval of the customers selected.

**4.3.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.**

**4.3.1.1. Please provide any experience you have regarding deployment of your recommended solution to government entities (local, State or Federal). (up to 2 points)**

Regarding references - We are unable to provide references due to pending approval from our customers to share their information in a public bid. We can provide references before contract award upon approval of the customers selected.

**4.3.1.2. Please provide the most recent copy of your SOC 2 (Service Organization Control Type 2) compliance report, if you have one. (1 point)**

SOC2® Type II

Dialpad is SOC2® Type II compliant. We've performed a third-party audit to certify that we've implemented controls that operate effectively to meet the objectives of the AICPA Trust Services Principles.

**4.3.1.3. Vendor should provide Information and documentation demonstrating Vendor's ability to implement the proposed solution including, but not limited to: (up to 4 points)**

- **Copies of any staff certifications or degrees applicable to this project.**
- **Proposed staffing plans.**
- **Descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, what the project goals and objectives where and how they were met.).**
- **Any other information that Vendor deems relevant to the items identified as desirable or mandatory in this RFP.**

Our HR privacy policies prohibit us from supplying resumes, certifications and degree information of our personnel. We include a description of their current job responsibilities at T-Mobile in the Account Team chart.

## **4.4. Oral Presentations**

**The Agency has the option of requesting oral presentations of all Vendors participating in the RFP process. Because time is of the essence, upon Agency request Vendor must make themselves available for oral presentation as soon as possible. Points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:**

**Materials and Information Requested at Oral Presentation:**

**4.4.1. Please provide a printout, prior to your presentation, of any information that will be discussed during your presentation.**

T-Mobile has read and understood and will comply.

**4.4.2. Please allow 15-20 minutes for Committee questions.**

T-Mobile has read and understood and will comply.

**4.4.3. During the presentation, demonstration of any telephone models that meet mandatory requirements that you propose as part of the solution. (up to 2 points)**

T-Mobile has read and understood and will comply.

**4.4.4. Please provide very specific reason(s) why you believe your solution is superior to other solutions that may be presented. (up to 2 points)**

T-Mobile has read and understood and will comply.

**4.4.5. Vendor must provide five references with contact information to whom their proposed solution was deployed. Agency prefers all five reference to have end users of 200 or more. (up to 2 points)**

T-Mobile has read and understood and will comply.

## **4.5 Attendant Console/ Hunt Group**

**4.5.1 Hunt Group should be able to be divided into divisions. Please describe how Vendor will comply with this preference and include any areas where this proposed solution exceeds the request. (up to 2 points)**

A hunt group is a service that providers, like Dialpad, make available to their clients. It allows organizations to distribute calls to a group of people in a company. The incoming calls are made to a single phone number and can then be re-routed to multiple phone lines. It essentially eliminates the need for a receptionist to spend the day transferring or forwarding phone calls.

**4.5.2 Automated attendant/voice menus should accommodate up to 300 numbers. (1 point)**

Dialpad offers auto attendant. An auto attendant is a telephony system that greets callers with a recorded message and some pre-set menu options. Callers can choose the option they want using their keypad, and the system will then route them to the right department or individual.

**4.5.3 Contact Center should accommodate 400 end users. (1 point)**

Will comply.

**4.5.4 Hunt List should accommodate up to 200 end users. (up to 2 points)**

Will comply.

## **4.6 Warranty**

**4.6.1 If telephones are purchased instead of leased then Vendor must provide a warranty for telephones for the duration of the contract.**

T-Mobile respectfully takes exception to any warranty requirement. Warranties shall be in accordance with the West Virginia-NASPO Agreement MA176. T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the West Virginia-NASPO Agreement MA176, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

## **4.7 Project Timeline**

**4.7.1 Vendor must be able to complete project within 60 days from award of contract.**

Will comply.

**4.7.2 Vendor should describe how they will meet the 60 day completion. Description should include the following (up to 4 points):**

- **IT Administrative Staff training**
- **Receipt and distribution of telephones**
- **Installation of telephones with Agency IT staff as deemed necessary**
- **All staff training**
- **Porting of current telephone numbers**

## ■ Going live with project

### Dialpad standard deployment overview

The Dialpad deployment process through T-Mobile is designed to be simple and quick, while meeting your needs. Our standard deployment is completed over the course of three phases:

1. **Phase 1:** Information gather
2. **Phase 2:** Setup and configuration
3. **Phase 3:** Complete deployment

#### Phase 1 - Information gather: Pre-port set up

A CloudSI Deployment Manager will contact you via email and phone during this phase to gather required information. During these discussions, they will:

- Identify and gather the information necessary to ensure a productive setup and configuration meeting
- Schedule live setup and configuration meeting

Accurate data will ensure a smooth transition to your new Dialpad solution.

#### Phase 2 - Setup and configuration: Live meeting for call routing, admin training, and port requests

Working together with your deployment manager, you will configure your Dialpad solution to best meet your business needs during this phase by:

- Providing admin portal training
- Setting up user accounts, adjust office settings and call routing
- Initiating integrations such as Office 365 and Google Suite
- Training on Dialpad desktop and mobile applications
- Determining the most appropriate method of porting, as well as capture the information necessary to submit the port request(s)\*

#### Phase 3 - Complete deployment: Post-port and call routing verification

While waiting for your ports, test your environment to make sure it is operating as designed and meeting your business needs.

After your users are invited/onboarded and your numbers ported, we will work with you to set up a user training session and ensure users understand how to use the power of Dialpad within your business.

Once we have augmented your environment to best meet your business needs, we will remain engaged to ensure a successful port.

\*Porting into Dialpad requires a minimum of one week for local numbers and two weeks for Toll Free numbers. Timeframes may not be shortened. Inaccurate data may lead to port rejects and delays. Your deployment manager will work with you to ensure that you have all the information needed to complete the porting process.

## 4.8 Delivery and Return

**4.8.1 Shipment and Delivery: Vendor shall ship the Contract Items after notice to proceed. Vendor shall deliver the Contract Items within twenty-one (21) working days after receiving notice to proceed. Contract Items must be delivered to Agency at State Capitol Building 1 Room E26 Charleston, WV25305.**

Comply.

**4.8.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause**

**harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.**

**Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.**

Comply.

**4.8.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.**

T-Mobile has read and understands and takes exception to this provision. The terms of the West Virginia-NASPO Agreement MA176 shall control.

**4.8.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.**

T-Mobile has read and understands and takes exception to this provision. The terms of the West Virginia-NASPO Agreement MA176 shall control.

**4.8.5 Return Due to Agency Error. Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.**

T-Mobile has read and understands and takes exception to this provision. The terms of the West Virginia-NASPO Agreement MA176 shall control.

## **4.9 Travel**

**4.9.1 Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.**

Comply.

## **4.10 Contract Manager**

**4.10.1 During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.**

Comply.

#### **4.11 Vendor Default:**

The following shall be considered a Vendor default under this Contract.

**4.11.1 Failure to perform Contract Services in accordance with the requirements contained herein.**

**4.11.2 Failure to comply with other specifications and requirements contained herein.**

**4.11.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.**

**4.11.4 Failure to remedy deficient performance upon request.**

**4.11.5 Failure to provide deliverables as specified in Vendor's proposal and as agreed upon by Vendor.**

#### **4.12 Remedies:**

The following remedies shall be available to Agency upon default.

**4.12.1 Cancellation of the Contract.**

**4.12.2 Cancellation of one or more release orders issued under this Contract.**

**4.12.3 Any other remedies available in law or equity.**

Please see legal comments below.

# Legal Comments

T-Mobile is offering Products and Services under its NASPO ValuePoint Master Agreement #MA176 with an effective date of 7/1/2019, as may be amended (“NASPO Master Agreement”), pursuant to the West Virginia-Participating Addendum (Contract No. CPHONE20C) between T-Mobile and the State of West Virginia (the “West Virginia Participating Addendum”). The NASPO ValuePoint Master Agreement and the West Virginia Participating Addendum are collectively referred to herein as the “West Virginia-NASPO Agreement MA176.” The West Virginia-NASPO Agreement MA176 provides customers with a wide array of Products and Services, a standard set of negotiated terms and conditions, and highly competitive rate plans. By signing and submitting a Purchase Order to T-Mobile, Purchasing Entities, such as Customer, may place orders with T-Mobile for Products and Services available under the West Virginia-NASPO Agreement MA176.

Accordingly, T-Mobile respectfully takes a blanket exception to all terms and conditions of the RFP that are not required by law, including, but not limited to Section 3 of the RFP, General Terms and Conditions. Instead, the terms of the West Virginia-NASPO Agreement MA176 will control. The terms and conditions in any Customer-generated order template will have no force or effect other than to denote quantity, the products or services purchased or leased, delivery destinations, requested delivery dates and any similar information mutually agreed to by the parties. Additionally, since T-Mobile is not a manufacturer of products, and certain products and services being offered are developed and owned by third parties, T-Mobile is required to pass through the third-party terms and conditions from our vendors via URL or click-through third party terms at point of sale or upon login to the third-party application. In addition, the Unified Communications Platform Addendum must be executed by the Customer in order to purchase the products and services being offered in response to this RFP and is included as part of T-Mobile’s response. The West Virginia-NASPO Agreement MA176 and the Unified Communications Platform Addendum are expressly incorporated into and form a part of T-Mobile’s proposal and any resulting contract between T-Mobile and the Customer.

To the extent T-Mobile has clarified or taken exception to an RFP term or proposed additional terms not addressed in the RFP, such comments have been included only after careful consideration of the RFP requirements, T-Mobile’s corporate policies, and applicable law. T-Mobile has made a good faith effort to respond to all RFP terms and requirements to the best of its ability and knowledge.

For Customer’s reference, T-Mobile is providing the website link to the NASPO Master Agreement and West Virginia-Participating Addendum: <https://www.naspovaluepoint.org/portfolio/wireless-voice-data-accessories-2019-2024/t-mobile-usa-inc/>

In the event of a conflict between the terms of any attachments or other documents incorporated herein, the conflict shall be resolved in the following order of precedence (from highest to lowest):

- a. The Unified Communications Platform Addendum;
- b. West Virginia-NASPO Agreement MA176;
- c. T-Mobile’s Response/Proposal;
- d. RFP; and
- e. Any additional terms and conditions mutually agreed by the parties to be applicable and incorporated into the resulting contract.

## RFP SPECIFIC EXCEPTIONS

General Terms and Conditions, Section 13, Pricing

T-Mobile has read and understands and takes exception to this provision. T-Mobile is offering its products and solutions under the West Virginia-NASPO Agreement MA176. T-Mobile has offered pricing that it



believes meets Customer's operational requirements, however, T-Mobile does not offer Most Favored Customer clauses in its contracts. T-Mobile believes its response is competitive now and will be for the term of any contract resulting from this proposal. T-Mobile will agree that Customer may revert to T-Mobile's then-current list, Schedule or Tariff prices, if the prices become more favorable than the special or discounted contract prices. T-Mobile continually analyzes the marketplace to ensure that its prices are competitive based on various term and volume commitments.

#### Specifications, Section 4.6, Warranty

Most manufacturer device warranties are in effect for one year from the device purchase date. The manufacturer can provide specific warranty information. The warranty period is tracked and managed by the device IMEI and starts the first time the device successfully connects to the network and the SIM is active.

T-Mobile respectfully takes exception to any warranty requirement. Warranties shall be in accordance with the West Virginia-NASPO Agreement MA176. T-Mobile does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, otherwise expressly provided in the West Virginia-NASPO Agreement MA176, T-Mobile products and services are provided "as is." T-Mobile disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.

#### Specification, Section 4.11 and 4.12, Vendor Default and Remedies

T-Mobile has read and understands, and respectfully takes exception to these provisions. T-Mobile is offering its products and solutions under the West Virginia-NASPO Agreement MA176, the terms of which shall govern.

#### STANDARD GENERAL EXCEPTIONS

##### Coverage

Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, T-Mobile does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.

##### Technology evolution

##### Technology Evolution

(1) In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.

(2) If T-Mobile takes any action set forth in subsection (1) above, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) listed in this Agreement for Customer, (b) T-Mobile uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action.

#### Renewal

T-Mobile requires any extension or renewal of the contract term beyond the original contract period to be subject to the mutual, written agreement of the parties.

## T-MOBILE UNIFIED COMMUNICATIONS PLATFORM (DIALPAD) ADDENDUM

This T-Mobile Unified Communications Platform (Dialpad) Addendum (“Addendum”), which shall be effective as of the date the second Party signs this Addendum below (“Addendum Effective Date”), is by and between T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”), and [Customer Name], a(n) [state of formation] [type of entity, e.g., corporation], with its principal place of business at [Customer address] (“[Short Name]” or “Customer”). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

The following terms apply to Customer’s purchase and use of Unified Communications Platform (Dialpad) services (“UCP Services”). References to “Agreement” in this Addendum mean the: [Name of Master Agreement] [Internal Note: Please insert the name of correct master agreement in the space provided. Remove this internal note.] (“Agreement”). Use of the UCP Services is subject to acceptance of this Addendum, the terms set out herein, including the attached and incorporated Exhibit A and Exhibit B.

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

**1. Description of Unified Communications Platform Service.** T-Mobile will provide UCP Services to Customer under this Addendum in accordance with the Order with T-Mobile. The UCP Services are “Services” as defined in the Agreement. The UCP Services T-Mobile will provide to Customer under this Addendum consist of software-as-a-service subscriptions of cloud-based unified communications services, including, but not limited to, voice-over-internet-protocol (“VoIP”) services.

**2. Updates to These Terms.** Notwithstanding anything to the contrary in the Agreement, the Parties acknowledge that the terms of this Addendum may be changed, modified, supplemented, or updated by T-Mobile from time to time by notice from T-Mobile to Customer via: (a) a prompt that will allow Customer to read the new or modified terms; or (b) electronic mail. If the change, modification, supplement or update will have a material adverse effect on Customer, T-Mobile will provide Customer with a minimum of sixty (60) days’ notice of the change, modification, supplement, or update. Customer accepts the change, modification, supplement or update by continuing to use the UCP Services. Except for changes by T-Mobile as described here, no other amendment or modification of these terms will be effective unless in writing and signed by both Parties.

**3. Service Registration Procedures.** At all times, Customer will maintain and promptly update the information required under this Section. Upon completion of all required information and acceptance of this Addendum and applicable Order for the UCP Services, T-Mobile will provide Customer with, as applicable, a password(s), user ID(s), telephone number(s), and other relevant account information.

**4. VoIP 911 Limitations.** UCP Services complete telephone calls using VoIP technology. VoIP is fundamentally different from traditional telephone service and has inherent limitations. VoIP does not support 911 emergency dialing or other emergency functions in the same manner as traditional wireless or wireline services. UCP Services may not support 911 emergency dialing for the Customer locations specified by T-Mobile after review of Customer’s location information. T-Mobile cannot install or continue to support UCP Services in areas where 911 emergency dialing is not supported. UCP Services, including 911 calls, may be unavailable or limited in some circumstances, including the circumstances described below.

- a. **Affirmative Acknowledgment.** By signing this Addendum, Customer affirmatively acknowledges, on behalf of itself and its authorized end users, that T-Mobile has advised Customer of the 911 limitations of UCP Services and that Customer is aware of and understands the 911 limitations of UCP Services.

- b. **Registered Location.** T-Mobile requires a valid United States Postal Service and Master Street Address Guide address for all end users. Customer agrees that each of its end users will provide T-Mobile on the T-Mobile admin portal his or her physical location (“Registered Location”). The primary mechanism for routing 911 calls to the correct Public Safety Answering Point (“PSAP”) is the Registered Location at the time a 911 call is placed. The routing of calls relies on the Registered Location information when communicating with emergency operators. If the Registered Location has not been updated, is not complete, or is not accurate, the 911 call may route incorrectly.
- c. **Relocation of End User.** If Customer uses UCP Services with an assigned telephone number in a location other than the Registered Location, 911 calls may not be routed to the appropriate PSAP for the end user’s current physical location. If an end user’s primary location address changes, Customer or the end user must notify T-Mobile on the T-Mobile admin portal of the change and submit a new Registered Location for that end user. If an end user changes his or her primary location, in certain circumstances, T-Mobile may require a new telephone number or T-Mobile may not be able to provide UCP Services in the new location.
- d. **Use of “Non-Native” Telephone Numbers.** If Customer uses UCP Services with an assigned telephone number outside the rate center of the Registered Location, the PSAP for the Registered Location may not recognize the telephone number for call-back or other informational purposes unless the end user has updated his or her Registered Location information.
- e. **Broadband Connection Failures.** UCP Services will not be able to make calls if Customer loses its connection to the UCP Services network. Due to internet congestion and network design issues, 911 calls placed through UCP Services may sometimes produce a busy signal, experience unexpected answering wait times, or take longer to answer than 911 calls placed through traditional telephone networks.
- f. **Loss of Electrical Power.** UCP Services will not operate if the UCP Services or other VoIP-enabling equipment has lost electrical power. After a power outage, Customer may need to reset or reconfigure enabling equipment or devices before being able to use UCP Services.
- g. **Database Updates.** During initial activation of UCP Services and following updates to the Registered Location information, there is a delay before complete and accurate automatic number and location information is provided to the local emergency service operator.
- h. **PSAP Limitations.** The PSAP designated to receive 911 calls for a particular Registered Location may not have a system configured for 911 services. The PSAP may not be able to capture or retain ANI/ALI or otherwise determine the phone number, Registered Location, or physical location of the caller.

**5. Information and Third Parties.** In connection with the registration, implementation, maintenance, or servicing of the UCP Services, Customer will provide data, personally identifiable information, or other materials (collectively, “Customer Data”). Should Customer use T-Mobile features of the UCP Services that include collections of audio or transcript data, such information is included in the definition of Customer Data. Customer is solely responsible for collecting, entering and updating the Customer Data.

The UCP Services may contain links or connections to third-party websites or services that are not owned or controlled by T-Mobile. Customer accesses any such third-party websites or services at Customer’s own risk and is responsible for reading and abiding by any terms and conditions, privacy policies, or any other terms, conditions, warranties, or representations associated with such third parties or their websites or services. Customer releases T-Mobile from any and all liability arising from Customer’s interactions with any third parties or Customer’s use of any third-party website or service arising from such use and by using the UCP Services.

Customer agrees not to enter or track social security numbers, financial account numbers, credit or debit card numbers, in combination with any required security code, access code, or password that would permit access to an individual’s financial account; health or medical information; or health insurance information via the UCP Services.

**6. Storage of User Information.** T-Mobile is not obligated to store Customer’s communications logs, voicemails, faxes, emails, or other messages and does so only as a convenience to Customer. Customer agrees that T-Mobile has no responsibility or liability whatsoever for the deletion or failure to store any call log information,

voicemails, faxes, emails, messages, and/or other communications maintained or transmitted by the UCP Services. Customer acknowledges and agrees that T-Mobile may establish limits as to the size of communications that T-Mobile transmits or stores and the duration for which T-Mobile stores any communications.

**7. Changes to UCP Services.** T-Mobile reserves the right to add, remove, or modify features or functions, or to provide fixes, updates, and upgrades, to the UCP Services. Customer acknowledges and agrees that T-Mobile has no obligation to make available to Customer any subsequent versions of the UCP Services. Customer's continued use of the UCP Services following any modification of the UCP Services constitutes Customer's agreement with any such changes or updates.

**8. Support.** Customer acknowledges that no third party has any obligation to furnish maintenance or support services with respect to the UCP Services and that T-Mobile's sole obligation to provide support to Customer for the UCP Services is set out in Exhibit A ( Certified Cloud Professional Service Terms) to this Addendum.

**9. Pricing.** The fees associated with each UCP Service are set out in Exhibit B (Pricing) to this Addendum.

**10. Additional Terms for UCP Services.**

A. *Products.* Customer has the opportunity to purchase Products that operate with the UCP Services. T-Mobile makes these Products available to Customer via the T-Mobile admin portal, and the Product prices are specified on this portal. If for any reason T-Mobile believes that Customer is using the Product for a prohibited purpose, then T-Mobile may, in its sole discretion suspend service to the line(s) of service involved and notify Customer.

B. *Unlimited Calling.* T-Mobile offers unlimited monthly calling for domestic calls (United States and Canada) and text messages from Customer's mobile phone or computer. An unlimited service provides Customer with a domestic telephone number.

C. *Toll-Free Calling.* T-Mobile offers toll-free numbers, subject to applicable fees in Customer's applicable Order for the UCP Services. Having a toll-free number requires that Customer maintain a calling service credit balance. See Customer Order for details.

D. *International Calling and "Local" International Telephone Numbers.* To make international calls using the UCP Services, Customer must enable international calling in Customer's settings and pre-purchase an international calling service rate plan with international calling credits necessary to make such international calls. Insufficient service credits may cause Customer's call to be terminated. Packages of international calling service credits will decrement based on the rate defined per country and carrier. Customer may be charged any applicable taxes and fees associated with international calls. Customer is solely responsible for the region and numbers Customer chooses and any associated charges on Customer's Master Account. International "local" numbers for Customer to make and receive calls and texts may be available depending on the country. Rates, terms, taxes and fees associated with international inbound and outbound calling and texting services may vary based on the country and reseller agreement, if applicable. For purposes of this Addendum, "Master Account" means Customer's government master account(s) for the purchase and use of Products and Services.

E. *Value, Ownership, and Expiration of Service Credits.* Toll-free and international calling service credits have no monetary value and cannot be exchanged for the cash value or refunded at any time after such service credits are purchased by Customer, including after the closure of Customer's Master Account. Service credits may only be redeemed and used by the holder or end users of the Master Account to which the service credits have been applied, and may not be sold, transferred, assigned, or used by another user or with another user's account or office. Any unused service credits remain on Customer's Master Account and "roll over" to the next billing period. Additional service credits and promotional service credits expire according to the terms of their purchase.

**11. Account Termination.** Upon termination of Customer’s Order for the UCP Services, all information associated with Customer’s use of the UCP Services will be subject to deletion or destroyed. As such, Customer should perform regular backups in order to avoid losing information upon termination.

**12. Term and Termination.** The term of this Addendum shall commence on the Addendum Effective Date and shall continue on a month-to-month basis. Either Party may terminate this Addendum without cause upon thirty (30) days’ written notice to the other Party. Either Party may terminate this Addendum without penalty if the other Party materially breaches this Addendum and such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party. All rights and obligations under this Addendum, except those expressly indicated to survive, will terminate immediately upon termination or expiration of the Agreement. Unless otherwise set forth in the Agreement or this Addendum, termination or expiration of this Addendum does not terminate the Agreement or any rights or obligations in the Agreement. The following sections will survive any expiration or termination of this Addendum: Sections 4, 5, 6, 8, 11, 12, 13 and Section 5 of Exhibit A.

**13. Miscellaneous.** The Agreement and this Addendum (including Exhibit A and Exhibit B to this Addendum), and any additional terms referenced in those exhibits, constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum, and govern Customer’s use of the UCP Services. The Agreement and this Addendum supersedes all prior understandings, communications, and agreements between Customer and T-Mobile with respect to the UCP Services.

Executed as of the second signature date below.

<b>T-Mobile USA, Inc.</b>	<b>[Customer Name]</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative

**EXHIBIT A**  
**Certified Cloud Professional Service Terms**

T-Mobile's Certified Cloud Professional Service ("CCPS") offers several levels of white-glove support, including assistance with migration, deployment, and onboarding for the UCP Services. The following terms apply to Customer's use of and access to CCPS ("CCPS Terms"). In addition to these CCPS Terms, Customer's use of and access to CCPS is governed by the Addendum and the Agreement. For purposes of interpreting these CCPS Terms, CCPS is included in the definition of "Service(s)" as defined in the Agreement.

1. **Charges.** The fees, if any, associated with CCPS will be set out in Exhibit B (Pricing) for the UCP Services.
2. **Description of Service.** CCPS as described in this Exhibit supports only UCP Services purchased from T-Mobile, and does not include support for any other software, including other software from T-Mobile. With any software service purchase from T-Mobile, Customer will automatically receive Administrator call support, available Monday through Friday, from 7:00am through 7:00pm Central Standard Time. Depending on Customer's specific subscription to CCPS, Customer will receive white-glove support for deployment (i.e., setup and configuration) of Customer's software, and/or Administrator support. Customer's "Administrator" is the person who can purchase the services, assign seats, establish, activate and distribute login IDs and passwords, act as the primary contact between T-Mobile and Customer, as well as manage additional account management activities related to UCP Services. CCPS provides help desk to help desk support for Customer or Customer's Administrator, but not for any other users of UCP Services.
3. **Availability of Service.** For Administrator support under Customer's CCPS plan, please call 1-855-234-1825, to reach a specialist Monday through Friday, from 7:00am through 7:00pm Central Standard Time.
4. **Remote Access.** If Customer seeks assistance through CCPS, T-Mobile or its agents may need remote access to Customer's computer to provide CCPS support. Once Customer grants remote access, the CCPS agent will be able to: (1) control, view, or access Customer's device; (2) view Customer's system information; (3) install, transfer, delete, overwrite or copy software, files and folders; (4) reboot Customer's system; (5) run scripts; and (6) invite a technician for collaboration, all for the limited purpose of activating, supporting, maintaining, upgrading, or repairing the UCP Services. Customer may revoke remote access at any time by clicking on the red X on the toolbar or pressing pause/break on the keyboard. Customer can permanently end the remote access session by closing the application. Customer may authorize account administrators to make changes to Customer's UCP Services, which will include the authority to make upgrades and additional purchases. Customer is responsible for any changes to Customer's UCP Services made by a person Customer authorizes, and those changes will be treated as modifications to this Exhibit.
5. **Your Responsibility to Back-Up Data.** T-Mobile does not warrant Customer's or Customer's users' data created either before or after Customer's use of CCPS deployment or call support services. T-Mobile will not be liable under any circumstances for any loss, disclosure, alteration or corruption of any data, information, files, videos, or any other form of media. Customer agrees that, prior to using CCPS, it is Customer's responsibility to ensure any data, software, information or other files stored on Customer's or Customer's users' computer disk drives, peripherals, and/or on any other electronic storage device is properly backed up.



**EXHIBIT B  
Pricing**

The following table sets out the fees associated with the various UCP Service offerings.

<b>Type of UCP Service</b>	<b>Monthly Recurring Charge per license</b>
Collaborate from T-Mobile (Dialpad TFB Offer) <sup>(1)(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Standard <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Pro <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Talk – Enterprise <sup>(5)</sup>	Per Contractual Pricing in Agreement
Add On: Local Number	Per Contractual Pricing in Agreement
Add On: Fax Line <sup>(3)</sup>	Per Contractual Pricing in Agreement
Add On: Toll Free Number <sup>(2)</sup>	Per Contractual Pricing in Agreement
Add On: Room Seat <sup>(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Contact Center – Standard <sup>(4)(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Contact Center – Enterprise <sup>(4)(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Sell – Standard <sup>(4)(5)</sup>	Per Contractual Pricing in Agreement
Dialpad Sell – Enterprise <sup>(4)(5)</sup>	Per Contractual Pricing in Agreement
Dialpad UberConference – Business	Included with Collaborate, Talk, Sell and Contact Center
Reserved Numbers (numbers held but not used)	Per Contractual Pricing in Agreement
Certified Cloud Professional Service	Included

(1) The Collaborate from T-Mobile (Dialpad TFB Offer) requires the customer to have an equal or greater number of qualifying T-Mobile wireless lines or plans. Qualified plans include Work From Home Business Internet plans and current voice and data business plans (T-Mobile Magenta, Magenta Plus, Unlimited, Unlimited Plus). Talk and Text, other Mobile Internet, and Advantage plans do not qualify. If a customer reduces qualified plans below the total quantity of Collaborate from T-Mobile seats, T-Mobile reserves the right to reduce the quantity of Collaborate from T-Mobile seats on the account and replace with an equal number of Dialpad Talk Pro, or Enterprise Seats.

(2) Dialpad charges a per minute fee for inbound calls to Toll Free Numbers that is in addition to the MSRP. This per minute fee is subject to change, but is currently \$0.02 per minute for US Toll-Free numbers.

(3) Dialpad Fax includes 100 pages of faxes per month and each additional page is in addition to the MSRP. This additional per page charge is subject to change, but is currently \$0.10 per page for U.S. faxes.

(4) Dialpad charges a per minute fee for inbound and outbound calls for Dialpad Contact Center and Dialpad Sell that is in addition to the MSRP. This per minute fee is subject to change, and is currently \$0.01 per inbound minute and \$0.02 per outbound minute.

(5) Cost Recovery Surcharge of \$2.98 per active Dialpad line/seat license applies.

\*Other taxes and government mandated fees may apply.

**\*\*Dialpad is not FedRAMP authorized.**