

**SERIAL 07010 IGA WSCA Wireless Services - NEXTEL/SPRINT**

**PowerSource, iDEN, and CDMA Rate Plans are found in the accompanying Excel document  
07010-c-pricing-A.xls**

**Enterprise & Public Sector pricing is found in the accompanying Excel document  
07010-c-pricing-B.xls**

**DATE OF LAST REVISION: December 05, 2007 CONTRACT END DATE: October 31, 2010**

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**CONTRACT PERIOD BEGINNING JANUARY 01, 2007  
ENDING DECEMBER 31, 2007 OCTOBER 31, 2010**

**TO: All Departments**

**FROM: Department of Materials Management**

**SUBJECT: Contract for WSCA Wireless Services - NEXTEL/SPRINT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the WSCA S1523/EPS 070070. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:  
[http://www.maricopa.gov/materials/Awarded\\_Contracts/search.asp](http://www.maricopa.gov/materials/Awarded_Contracts/search.asp).

**Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) 9157501**

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

**For Contact:**  
**SPRINT NEXTEL**  
**8040 S. 48<sup>TH</sup> STREET STE #200**  
**PHOENIX, AZ 85044**  
**David Perdichizzi phone # 602/470-7554**  
**[david.perdichizzi@sprint.com](mailto:david.perdichizzi@sprint.com)**



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**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
to the MASTER PRICE AGREEMENT NO. S1523**

1. **Scope:** This Participating Addendum (the "Addendum") is entered into pursuant to the Master Price Agreement dated October 10, 2006 (the "Price Agreement") by and between Sprint Solutions, Inc., on behalf of its affiliated entities providing the products and services ("Sprint", "Sprint Nextel" or "Contractor") and the State of Nevada Purchasing Division ("Lead State") (collectively, the "Parties"). The parties to this Addendum hereby create a separate contract between Sprint Nextel and the State of Arizona governing the purchase of wireless telecommunications services. The contract between the State of Arizona shall consist of the terms and conditions of the Price Agreement which are hereby incorporated into this Addendum by reference and the State's Uniform Terms and Conditions as amended and attached to this Addendum. All government entities within the State of Arizona represents and warrants that it has the authority to bind to the Price Agreement (i.e., departments, agencies, commissions, boards and local public bodies including, if applicable, the cities, courts, counties, public schools and institutions of higher education, and non-profit educational or public health institutions) and is/are authorized to purchase products and services under the terms and conditions of the Price Agreement. In order to participate, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632.
2. **Special Ordering or Payment Terms:** NONE
3. **Primary Contact:** The primary contact individual for this participating addendum is as follows:

State of Arizona:	Sprint Nextel:
Doug Milford	Mary Lou Close
Procurement Director	2001 Edmund Halley Drive
100 N. 15 <sup>th</sup> Avenue, Suite 104	MailStop VARESP01-0131
Phoenix, AZ 85007	Reston, VA 20191
(602) 542-9121	(703)592-7846
4. **Price Agreement Number:** All purchase orders issued by the State of Arizona or its eligible users as defined in Section 1 herein shall include the following price agreement number: S1523

This Addendum and the Price Agreement together with its exhibits, if any, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by the Purchasing Agent below.

State of Arizona

By: *D. Milford*

Name: Doug Milford

Title: State Procurement Manager

Date: 1/17/07

Sprint Solutions, Inc., d/b/a Sprint Nextel

By: *Mary Lou Close*

Name: Mary Lou Close

Title: Manager, Contract Compliance

Date: 1/17/07

## State of Arizona Uniform Terms and Conditions

### 1 Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

#### 1.1 Attachment

Any item the Solicitation requires the Offeror to submit as part of the Offer.

#### 1.2 Contract

Sprint considers the Contract to consist of the WSCA Master Agreement, #S1523, and this revised Uniform Terms and Conditions.

#### 1.3 Contract Amendment

A written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

#### 1.4 Contractor

Any person who has a Contract with the State.

#### 1.5 Days

Calendar days unless otherwise specified

#### 1.6 Exhibit

Any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

#### 1.7 Gratuity

A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

#### 1.8 Materials

All property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

#### 1.9 Procurement Officer

The person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

#### 1.10 Services

The furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

#### 1.11 Subcontract

Any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

#### 1.12 State

The State of Arizona and Department or Agency of the State that executes the Contract.

#### 1.13 State Fiscal Year

The period beginning with July 1 and ending June 30,

## 2 Contract Interpretation

### Contract Interpretation

#### 2.1 Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

#### 2.2 Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

#### 2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 This Contract

2.3.2 The WSCA Master Price Agreement, #S1523

#### 2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

#### 2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

#### 2.6 No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

#### 2.7 No Waiver

Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## 3 Contract Administration and Operation

### Contract Administration and Operation.

#### 3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other 'records' relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State during normal business hours with prior written notice. Upon request, the Contractor shall produce a legible copy of any or all such records.

#### 3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

#### 3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

### 3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

### 3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

### 3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

### 3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

### 3.8 Ownership of Intellectual Property

All Deliverables, data, findings or information in any form provided to the State under this Agreement shall become the property of the State; provided, however, that ownership of the underlying copyright in any such document shall remain with Contractor, Contractor's Licensor or other third party licensor. In no event does the State obtain any ownership rights in the copyright to any materials, documents, recommendations, studies, plans, drawings, screen designs, screen outputs, and Deliverables or to any third party software embedded in Units ("Third Party Software") and any elements of any software proprietary to Contractor ("Proprietary Software").

## 4 Costs and Payments

### Costs and Payments

#### 4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

#### 4.2 Delivery

4.2.1 Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.2.2 Late Delivery. If Contractor's delivery of equipment or materials is delayed to the State due to congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; Contractor will make commercially reasonable efforts to provide the State with substitute equipment.

4.3 **Applicable Taxes** Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the State and will not bill the State for any such exempted taxes. Contractor's rates and charges for Products and Services do not include taxes. The State will pay all applicable taxes for which it does not hold a valid tax exemption, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.

#### 4.3.1 Payment of Taxes

The Contractor shall be responsible for paying all applicable taxes related to direct income and employment taxes for its employees.

#### 4.3.2 State and Local Transaction Privilege Taxes

The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit.

Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

#### 4.3.3 Tax Indemnification

Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

#### 4.3.4 IRS W9 Form

In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

#### 4.4 Availability of Funds for the Next State Fiscal Year

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

#### 4.5 Availability of Funds for the Current State Fiscal Year

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

- 4.5.1 Accept a decrease in price offered by the contractor;
- 4.5.2 Cancel the Contract
- 4.5.3 Cancel the contract and re-solicit the requirements.

### 5 Contract Changes

#### Contract Changes

##### 5.1 Amendments

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

##### 5.2 Subcontracts

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

##### 5.3 Assignment and Delegation

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6 Risk and Liability

### Risk and Liability

#### 6.1 Risk of Loss

The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

#### 6.2 Indemnification

##### 6.2.1 Contractor/Vendor Indemnification (Not Public Agency)

The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor from and against all third party claims for damages, losses, or liabilities, including reasonable attorney's fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct of Sprint or its subcontractors, directors, officers, employees or authorized agents.. Each party to this contract is responsible for its' own negligence.

##### 6.2.2 Public Agency Language Only

Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or real or tangible property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers.'

#### 6.3 Indemnification - Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any U.S. patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

#### 6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.2 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in

such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### 6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7 Warranties

Warranties Sprint does not manufacture the equipment and is not responsible for any defects in the equipment or for the acts or omissions of the original equipment manufacturer. However, Sprint shall pass through all applicable manufacturer warranties directly to the State. The applicable manufacturer warranties are attached hereto.

### Liens

- 7.1 The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens. **Inspection/Testing**

The warranties set forth in this paragraph are not affected by inspection or testing of or payment for the materials by the State.

### 7.2 Year 2000

- 7.2.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of force majeure shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.2.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of force majeure shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

**7.3 Compliance With Applicable Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**7.4 Survival of Rights and Obligations after Contract Expiration or Termination**

**7.5 Contractor's Representations and Warranties**

All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

**7.6 Purchase Orders**

The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8 State's Contractual Remedies**

**State's Contractual Remedies**

**8.1 Right to Assurance**

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2 8.2 Stop Work Order**

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**8.3 Non-exclusive Remedies**

The rights and the remedies of the State under this Contract are not exclusive.

**8.4 Nonconforming Tender**

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**8.5 Right of Offset**

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and

Conditions. For the State to assert this right, the State shall continue to pay all undisputed amounts when due and submit a written notice to Contractor within ninety (90) days of the problem or before the end of the third billing cycle after the date upon which the problem occurred, whichever occurs later.

**9 Contract Termination**

**Contract Termination**

**9.1 Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

**9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

**9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**9.5 Termination for Default**

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

Sprint will not pay or accept any liability for excess reprourement costs (costs of cover). In the event Sprint is determined to be in breach of a material obligation under this contract and Sprint fails to remedy such breach within a minimum of thirty (30) days from the date of State's delivery of written notice thereof, the State's sole remedy will be to terminate this contract.]

**9.6 Continuation of Performance Through Termination**

The Contractor shall continue to perform and the State shall remain obligated to payment, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11 Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

## SPRINT PRICING

Attachment E from RFP 1523 has been superseded by revised pricing offers. Please refer to Section 6, Consideration, in each Vendor's Contract to obtain the agreed upon pricing.

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of **the following Percentage Discounts on Standard Retail Rates as displayed on Sprint's website: Rate Plans: 25% discount; iDEN Handsets: 39% discount; iDEN Accessories: 20% discount; CDMA Handsets and Accessories are \$150.00 Service Credit applicable to consumer choice. Sprint may adjust its rates and charges or impose additional fees, charges or surcharges on Customer to recover amounts that it is required by governmental or quasi-governmental authorities to collect on their behalf, or to pay to other in support of statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. Examples of such charges include, but are not limited to, state and federal Universal Service Fund Charges, Compensation to Payphone Providers, International Mobile Termination Charges, E911 or Wireless Pooling or Local Number Portability surcharges, as applicable. Cost recovery charges are not taxes or government required charges.**