

**SERIAL 04043 RFP WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)  
(Alltel Contract)**

**DATE OF LAST REVISION: May 30, 2008**

**CONTRACT END DATE: March 31, 2010**

**CONTRACT PERIOD THROUGH MARCH 31, ~~2008~~ 2010**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

Copy to: Clerk of the Board  
Steve Bartlet, Telecommunications  
Deborah Overton, SHERIFF'S

(Please remove Serial 02036-IGA from your contract notebooks)



## CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ALLTEL COMMUNICATIONS, an DELAWARE CORPORATION ("Contractor") for the purchase of WIRELESS (CELLULAR and DATA) services.

### 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, ~~2008~~ **2010**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

### 3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B." **TERMS & CONDITIONS**
- 3.2 **INDEMNIFICATION AND INSURANCE:**

#### 3.2.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### 3.2.2 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of

Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.2.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s

Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.2.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.2.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

### 3.2.3 Certificates of Insurance.

3.2.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

### 3.2.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

## 3.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

3.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

ALLTEL COMMUNICATIONS  
11333 N. SCOTTSDALE., RD., Suite 200  
Scottsdale, AZ. 85254  
Attn: Marc J. Walker  
602-390-9199

3.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

3.6 TERMINATION:

Contracting Entity may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

3.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting

or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**3.8 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

**3.9 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**3.10 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**3.11 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**3.12 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**3.13 AUDIT DISALLOWANCES:**

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**3.14 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**RIGHTS IN DATA:**  
The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Marc J. Walker Business Solutions Representative

\_\_\_\_\_  
PRINTED NAME AND TITLE

10217 North Metro Parkway Phoenix AZ. 85051

\_\_\_\_\_  
ADDRESS

March 23, 2005

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**EXHIBIT A  
PRICING**

SERIAL 04043-RFP

PRICING SHEET NIGP CODE 7255101

BIDDER NAME: ALLTEL Communications  
 F.I.D./VENDOR #: 341081042  
 BIDDER ADDRESS: 10217 North Metro Parkway Phoenix, AZ. 85051  
 BIDDER PHONE #: 602-390-9199  
 BIDDER FAX #: 602-371-0908  
 COMPANY WEB SITE: [www.alltel.com](http://www.alltel.com)  
 COMPANY CONTACT (REP): Marc Walker - Business Sales Representative  
[Marc.walker@alltel.com](mailto:Marc.walker@alltel.com)

ACCEPT PROCUREMENT CARD:  YES  NO

INTERNET ORDERING CAPABILITY:  YES  NO  0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

PAYMENT TERMS: NET 30

**1.0 PRICING:**

**DISCOUNT TO BE CONTRACTUALLY APPLIED TO ALL PUBLISHED RATE PLANS\***

1.1 PERCENTAGE DISCOUNT OFF ALL PUBLISHED PLANS (CELLUAR AIRTIME) 20 % PUBLISHED PLAN DISCOUNT

1.2 PERCENTAGE DISCOUNT OFF ALL PUBLISHED DATA PLANS 0 % PUBLISHED PLAN DISCOUNT

\*Published Rate Plans to consist of all Newspaper, Electronic (Web), and or Print Sources publicly available.

Not inclusive of promotional offerings that include Term Agreement requirements.

**DISCOUNT TO BE CONTRACTUALLY APPLIED TO ALL COMMERCIALY AVAILABLE EQUIPMENT & ACCESSORIES**

1.3 PERCENTAGE DISCOUNT OFF ALL EQUIPMENT 30 % EQUIPMENT DISCOUNT  
 (See Sec. 2.4 & 2.5)

1.4 PERCENTAGE DISCOUNT OFF ALL ACCESSORIES 20 % ACCESSORY DISCOUNT

**2.0 EMPLOYEE PLANS (Optional) (See Sec. 2.7)**

2.1 PERCENTAGE DISCOUNT OFF ALL PUBLISHED PLANS (INCLUSIVE OF ALL CELLUAR AIRTIME AND DATA PLANS)

\_\_\_\_10\_\_\_\_\_% PUBLISHED PLAN DISCOUNT

Access discount or 60 bonus minutes per user. On all Freedom Plans

2.2 PERCENTAGE DISCOUNT OFF ALL EQUIPMENT

\_\_\_\_15\_\_\_\_\_% EQUIPMENT DISCOUNT

Based upon ALLTEL's cost from Manufacturer

**3.0 VOLUME DISCOUNT OFFERING Per Sec. 2.7**

Alltel is offering an additional access airtime discount on all Freedom plans if cumulative lines for Maricopa County and all eligible agencies exceed requirements below. Personal employee lines will not be considered a part of cumulative total.

3.1 6999 & Below 20% Access Discount

3.2 7000-9999 Lines 22% Access Discount

3.3 10000+ Lines 23% Access Discount

**4.0 ADDITIONAL SERVICE PRICING**

4.1 MESSAGING SERVICES

Access Text Messaging \$3.00/mo

Access Employee Messaging \$3.99/mo

Access Workforce \$9.99/mo

**EXHIBIT B  
SCOPE OF WORK  
04043**

1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

**ELIGIBLE AGENCIES (Statewide)**

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

2.0 **SCOPE OF SERVICES:**

2.1 PART I: MOBILE TELEPHONE SERVICES SCOPE

The Contractor shall provide complete cellular telephone services to include airtime, equipment and connectivity throughout the term of the contract.

2.1.1 MANDATORY PLAN FEATURES:

2.1.1.1 Call Waiting

2.1.1.2 Caller ID

2.1.1.3 3-Way Calling

2.1.1.4 Blocking

2.1.1.4.1 Call Blocking (Selectively Block Delivery of Phone # to Caller ID)

2.1.1.4.2 Line Blocking (Block Delivery of Phone # on All Calls Made)

2.1.1.5 Call Forwarding

*Call forwarding is purely a function of the ALLTEL network. There are no access charges or costs associated with having the service. However, if call forwarding is activated, or used, calls are routed through several wireless and wireline switches with a \$.05/per minute charge.*

*Another solution would be to use ALLTEL's No Answer Transfer feature. There are no access charges to use this feature and it will allow the user to route calls to a secondary party or number.*

2.1.1.6 Access to Directory Assistance (411)

2.1.1.7 Discount Rates for Accessories (e.g. Chargers, Car Kits, Antennas, etc.)

2.1.1.8 Free Mobile-to-Mobile Calling (Inter-Carrier Only)

- 2.1.1.9 Free Wireless Local Number Portability (WLNP)
- 2.1.1.10 No In-State Long Distance / Toll / Roaming Charges
- 2.1.1.11 Pooled and Individual Volume Rate Plans (Offer Specific Breakpoints for Differing Rates)
- 2.1.1.12 Voice Mail

*ALLTEL provides The Enhanced Voice Mail option designed for business customers and individuals that need maximum functionality and capacity from their message system. Enhanced Voice Mail gives you 30 messages (2 minutes long) that will be stored for 21 days. There is no charge for this as an alternative to Basic Voice Mail but will be applied only upon request.*

- 2.1.1.13 Maintain full compliance with FCC E911 mandates.
- 2.1.1.14 Wireless/Data capability – Must meet FBI encryption requirements when used within Law Enforcement Applications. *A minimum of 128 bit encryption using an acceptable industry standard such as triple DES, AES. Encryption shall be under the control of the law enforcement agency.*

*ALLTEL's IXRTT system is very secure. The high-speed network uses an algorithm called "CAVE" (Cellular Authentication and Voice Encryption. This is simply a way of transmitting and receiving information in a manner that is difficult to decode. This method includes a 128-bit key called "SSD" (Shared Secret Data). In conjunction to IXRTT security, ALLTEL has added one more piece of security developed by NetMotion that will encrypt all data transmitted between the mobility client and the server.*

- 2.1.1.15 Availability of Regional and Nationwide plans
- 2.1.1.16 Synchronization for down/up load

*ALLTEL will provide the ability to purchase a data connectivity kit relevant to availability from the manufacturer. Not all handsets will offer a data connectivity solution. Pricing based upon cost from manufacturer and may vary.*

- 2.1.1.17 On-Site equipment installation services for vehicles.
- 2.1.1.18 PM services twice a year, to include upgraded software and/or firmware versions.

*ALLTEL does not require a service charge for PM Upgrades. This service is provided as a courtesy to our customers but does require a scheduled appointment with designated field representative.*

- 2.1.1.19 Data Network Access over Carrier Network  
GSM Mobile Data Service Plans (ie.. Blackberry or comparable),  
Equipment, & applicable application accessories.

- 2.1.1.19.1 NOTE: For security reasons, Contractor shall provide the resources necessary to enable the removal of data/information from Equipment remotely (Over-The-Air or OTA) should Equipment become lost, stolen, or surplus.

*ALLTEL uses strictly a CDMA/Analog Voice Network*

- 2.1.1.20 Equipment Options (Phones & Other Communication Devices)
  - 2.1.1.20.1 Bio-Metric Personal Identification
  - 2.1.1.20.2 Camera/Video picture transmission
  - 2.1.1.20.3 Dual/Tri-Mode/Quad-Mode which include multiple digital modes and frequency bands.
  - 2.1.1.20.4 GSM capable for International coverage as applicable.
  - 2.1.1.20.5 External Data ports for computer connection: minimum 56kb throughput rate.
  - 2.1.1.20.6 Two way push-to-talk with less than 3 second access time, and 1 second latency.
  - 2.1.1.20.7 Two-way text messaging on voice phones
  - 2.1.1.20.8 Direct hearing-aid compatible phones (magnetic loop or headset)
  - 2.1.1.20.9 GPS based map display phones.
  - 2.1.1.20.10 Radiotelephones with hardened cases. This may be in the form of rubberized cases or corners, or rounded, hardened plastic corners. These phone shall be able to sustain a drop from 3' height onto a concrete surface, on any three axis, without damage.
  - 2.1.1.20.11 Palm OS Screen phones with 320x320 pixel screen, and 16 Mb RAM minimum.
  - 2.1.1.20.12 Dual Number Capability
  - 2.1.1.20.13 Hands free units for vehicles
  - 2.1.1.20.14 Import/Export Data (e.g. via CDPD, CDMA, EVDO, 1xRTT, EDGE, Wi-Fi, Bluetooth, W/I Max etc.)

*ALLTEL uses strictly a CDMA/Analog Network.*

- 2.1.1.20.15 Java Programmable

*ALLTEL has standardized BREW applications instead of JAVA. However, certain handsets support JAVA applications.*

- 2.1.1.20.16 Personal Data Assistant (PDA)
- 2.1.1.20.17 Site-Specific Repeaters to Improve Service Accessibility

*Based upon coverage and available funds. ALLTEL will explore the opportunity for site-specific repeaters if necessary.*

- 2.1.1.20.18 Web Browser

2.1.1.21 Equipment Refresh Program

*ALLTEL will pass through all manufacturer warranties on purchased device(s) to the Agency. The manufacturer warranty period is typically one year but may vary dependent upon manufacturer.*

*ALLTEL will replace the handset at no cost to the end user, within one year of purchase date if malfunction is due to manufacturer defect(s).*

*Water damage and end user abuse/misuse is not covered under manufacturer warranties.*

*ALLTEL offers additional Equipment Insurance at \$4.00/month per mobile phone. The equipment Insurance is provided through a third party vendor, Lockton Insurance and will cover water damage.*

*Under ALLTEL's refresh program we will offer additional discounts every 2 years based on ALLTEL state pricing.*

2.1.1.22 Free Incoming Minutes

*Available via a number of ALLTEL calling plans*

2.1.1.23 Free Nights and Weekends Calling

2.1.1.24 Free Land-Line Calling to Pre-Designated Number(s)

*ALLTEL does offer a designated Mobile to Office Calling Solution.*

2.1.1.25 Free Nationwide Long Distance Calling

*Long Distance is included on all FREEDOM plans provided call originates from designated ALLTEL footprint.*

2.1.1.26 IP-Based Applications

2.1.1.26.1 "Canned" Programs

2.1.1.26.2 Custom Programming Services

2.1.1.26.3 Security Services

*Canned Programs included Access Text Messaging, Access Employee Messaging, Access Workforce and Brew applications.*

*Access Text Messaging - Allows a customer to send and receive text messages from the wireless digital handset in several different ways. Enables user to send text message from mobile to mobile, mobile to email, email to mobile and allows user to receive news alerts.*

*Access Employee Messaging - This is a business enhanced text messaging solution that allows organizations to send messages to multiple recipients from a mobile phone or a web console. Access Employee messaging provides companies an extended text messaging service that allow up to 1000 characters in a text message, group distribution of text messages, and one click responses.*

*The following handset that currently support AXCESS Employee Messaging:  
Motorola v60x, Motorola 720, LG 5550, LG 5450, and the Kyocera 3250*

*Handsets in the Testing Cycle (not available at this time):  
LG 3200, Audiovox 8910, Motorola 262, Motorola 265 and the LG 4750*

*Each phone must include Access Text Messaging and Access Employee Messaging feature to function. Key benefits to Access Employee Messaging:*

- *Deliver Receipts*
- *Up to 1,000 Characters*
- *Group Distribution (messages to multiple users or groups)*
- *Flexible, Canned Responses*
- *Messages Saved on Web*

*Access Workforce - Access Workforce is a Web-based management tool that enables an enterprise to increase productivity and address the needs of their mobile work force by capitalizing on the power of the Internet. Workforce gives customers the ability to instantly send tools and information they need from the office directly to their employee's wireless phone. This tool will allow our customers to get the job done fast - and get the job done right. All of this, without ever having to call the dispatch.*

*Each phone must include Access Text Messaging and Access Workforce feature to function. Key benefits to Access Workforce:*

- *Make appointments*
- *Track job progress*
- *Download, update, and close tickets*
- *Download, update, and close orders.*
- *View customer information, history, credit rating or balance*
- *Take customers inquiries, orders, or payments.*
- *Retrieve catalog product descriptions, pricing, product warranty information even product inventory and availability.*
- *Send messages/alerts to one, some, or all your field employees at one time*

*Access Apps - Access Apps allows you to download ringtones, games, graphics and more right to your wireless phone. Access services can be used in a variety of ways. Some are downloadable applications found in the Access Apps area of the customer's phone while others are used without having to download anything.*

*Access Apps*

*Pricing varies based on downloads.*

*Access Apps include:*

- *Games*
- *Ring Tones*
- *Graphics*
- *E-mail*
- *Other tools and info*
  
- *View [www.alltel.com](http://www.alltel.com) for more information under Business Solutions.*

*Customer Programming Services - Not available.*

*Security Service includes Access Enterprise which is a secure point to point network architecture that removes Internet vulnerabilities by routing traffic from the mobile user to our switching office directly to customer premise. ALLTEL has designated Data Engineer that can assist with Data solution involving Access Enterprise.*

***Additional Access Enterprise Information:***

- 1. Static IP assignment - predictable, dedicated IP addressing assignment to ensure only one user has access to that IP address.***
- 2. Internet or Non-Internet routable - IP addresses can be assigned in pre-determined categories to allow access to the Internet or prevent access. This includes inbound and outbound traffic. A Non-Internet Routable address is shielded from all Internet traffic.***
- 3. A dedicated landline, like a T1 circuit is attached to ALLTEL's wireless network and the customers premise. Customer networks can be routed through a dedicated line, which not only improves performance; it also maintains a high level of security.***
- 4. CDMA utilizes 64 bit authentication key and the ESN (Electronic Serial Number) of the mobile, combined with a Random binary number generated at the authentication server which are two individual inputs used to create the "CAVE" algorithm. This is a 128 bit sub-key is used for authentication signatures as well as scrambles voice and signaling messages.***
- 5. CDMA uses a 42 bit "Private Long Code" sequences that is used to scramble voice and data transmissions. It does not encrypt it replaces the well known value with a private value known only to the mobile and the network.***
- 6. Additionally, the mobile and the network use the Enhanced CMEA key to encrypt encrypt signaling messages sent over the air.***
- 7. A separate data key, and an encryption algorithm called ORYX, are used by the mobile and the network to encrypt and decrypt data traffic on the CDMA channels.***
- 8. By design, all CDMA phones/aircards use a unique Pseudo Random Noise code for spreading the signal across several channels that makes it difficult for the signal to be intercepted.***

***PLEASE ATTACHMENT A – FOR APPLICABLE PRICING ON ALL EXTRA SERVICES LISTED ABOVE.***

2.1.1.27 Overage Management

***ALLTEL is currently offering additional calling minutes to avoid overage fees. ALLTEL does provide nights and weekend and mobile to mobile minutes with all Freedom Plans to keep overage minutes at a minimum. ALLTEL will provide quarterly reviews to make sure the contracting customer are on current and cost effective rate plans. Roll-over minutes are not offered.***

2.1.1.28 Flexibility to change plans or promotional plans

2.1.1.29 Specify your company's ability to provide portable repeaters (COWs) for emergency situations as well as the procedure to request this service.

***ALLTEL has two COWs available Arizona. These COW's are fully self contained and equipped with base stations, telescoping mast, generator fuel antennas and microwave radios. The method of deployment is by flatbed truck to the site and setup is accomplished by contractors experienced with the platform. The COWs and generators are designed***

*for continuous duty for extended periods of time in all types of weather and terrain.*

*ALLTEL must receive a written request from an authorized representative of Maricopa County addressed to an ALLTEL Business Solutions Representative. All COW requests should be made as far in advance as possible. Emergency requests have no required notification period. For non-emergency deployments, advance notification of 60 days is preferred. Actual deployment and activation can reasonably be expected to happen within two weeks of a request - local regulations permitting.*

*There is no cost for a COW deployment when the deployment is in the best interests of public safety. COW deployments made for the primary benefit of servicing the account will incur a deployment charge of \$7500 and a monthly charge of \$1000 to cover operational expenses.*

*Note: COW deployments are generally a regulated activity in most communities. Municipalities, Counties and other government entities may require permits, zoning etc. before allowing a COW to be placed and erected. The regulations have the effect of adding costs and time to deployments and in some instances the COW deployment may be prohibited altogether. ALLTEL has a great working relationship with all government entities in its service territory, but cannot be held responsible for the adverse decisions of these agencies should they occur.*

## 2.1.2 MANDATORY CONTRACTOR BUSINESS REQUIREMENTS

These Business requirements are to be applicable to all Voice and Data plans and/or technologies as applicable.

2.1.2.1 Shall Own & Operate Their Own Communication Network(s) (GSM, CDMA, IDEN, TDMA, AMPS) **Not applicable to Pager and/or Satellite services.**

2.1.2.2 Shall Not Impose A Minimum Term Length for Calling Plans

2.1.2.3 Shall Not Impose Service Activation Fees

2.1.2.4 Shall Permit all participating entities to Switch or Terminate Service Plans without Incurring a Penalty or Obligating Owner to Additional Contract Terms (unless "free equipment" was included in plan).

2.1.2.5 Shall Provide a Service Availability Topography Map for Arizona. Upon request, all participating entities may request actual RF Propagation maps of the contractors network.

2.1.2.6 Shall Terminate Service to Lost or Stolen Equipment within Two (2) Hours of Owner Notification to the Contractor.

2.1.2.7 Shall provide ability to change service plan within month for a short time frame with no penalty. Participating entities would be required to maintain a list of authorized users that are allowed to request short duration service plan changes based on travel requirements. As travel requirements dictate, users may request service plan changes from Regional to Nationwide Coverage plans.

2.1.2.8 CD-ROM, EDI, or IP Based Billing & Reporting

2.1.2.8.1 Two (2) Separate Billing Accounts

2.1.2.8.2 Itemized Charges (one for equipment and one for airtime)

*Bill Reporting via CD-ROM is available when registered with Bill Partner. Bill Partner is an Electric Billing Analysis System. Bill Partner can serve as a tool to help better manage your business. Bill Partner can tell you how your toll-free numbers are being used, help you detect fraud or mismanagement, track your company's telecommunications costs and allow you easy access to critical information. Bill Partner can be downloaded via the Internet.*

*Another Bill Reporting option is Soft Raw Bill. Soft Raw Bill is simply a CD-ROM version of your hard copy bill. Soft Raw Bill can be designed to accommodate your business needs.*

*Separate billing accounts are available for airtime and equipment. Every active ALLTEL account will reference a billing number (mobile number). Equipment billing accounts are identified by an account number and a mobile number.*

2.1.2.9 Equipment (Phones & Other Communication Devices)

2.1.2.9.1.1 Bank of On-Hand Equipment Spares (Quantity 5 per model type and associated accessories) for New Service Activation and Equipment Replacements for each Agency you do business with. These can be activated at any time 24 hours a day for emergency purposes. (NOT APPLICABLE TO SATELLITE PHONES)

2.1.2.10 Equipment & Supplies Delivery

2.1.2.10.1.1 New & Replacement Equipment & Supplies Shall be Delivered by Contractor to Owners' Requesting Department (Depot Service)

2.1.2.10.1.2 New & Replacement Equipment & Supplies Designated as Public Safety and Emergency Management Shall be Given Priority Service Delivery

2.1.2.11 Electronic Billing Data Shall be Received within 10 Days of the Close of the Billing Cycle.

2.1.2.12 Dedicated Account Service Representative available 8 to 5 Monday through Friday Mountain Standard Time.

*ALLTEL will provide a designated Business Solution Representative (BSR) and Key Account Representative (KAR) for all eligible political subs purchasing from contract 04043.*

2.1.2.13 Radiotelephone REGISTRATION

Each radiotelephone shall be delivered with all required accessories, and ready for use. Carrier registration shall be pre-assigned to the buyer-designated carrier or carriers.

2.1.2.14 Replacement Equipment Shall be Received within 48 Business Hours, i.e., Two Business Days, of Placing Order. Preference may be given to those that provide a retail location and/or account representative that can provide equipment same day service.

2.1.2.15 Wireless Local Number Portability (WLNP) Requests Shall be Completed within 48 Business Hours, i.e., Two Business Days, of Placing Order.

2.1.2.16 Dedicated Account Service Representative available 8am to 5pm Monday through Friday Mountain Standard Time.

2.1.2.17 Contracting public entities to receive Network priority during declared states of Public Emergency.

2.2 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

2.3 MAINTENANCE (Local)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

2.4 ELECTRONIC COMMERCE (Cellular Service Only)

Offerors must provide and maintain, at a minimum, an Internet web site that contains their complete Services and Equipment Schedule (SES) as well as product specifications and service options, the service agreement, a coverage map, contact information for order placement, problem reporting, equipment maintenance and billing concerns.

2.5 PRICING LEVEL – DISCOUNT GUARANTEE (Cellular Service Only)

**SEE ATTACHMENT A – FOR PRICING SCHEDULE**

**RESPONSE TO THIS REQUIREMENT MUST BE IN THE FORM OF A PERCENTAGE DISCOUNT FROM A PUBLISHED OR BASE LINE PRICE LISTING (As described above in ELECTRONIC COMMERCE). IN ADDITION CONTRACTOR MUST GUARANTEE THAT SUBSEQUENT DISCOUNTS ARE EQUAL TO, OR EXCEED ANY DISCOUNTS BEING OFFERED ANYWHERE WITHIN THE STATE OF ARIZONA AT TIME OF PURCHASE.**

2.6 VOLUME DISCOUNTS (Cellular Service Only)

**SEE ATTACHMENT A – FOR PRICING SCHEDULE**

2.6.1 **ADDITIONAL SERVICE AND EQUIPMENT DISCOUNTS**

**The discounts represented on the Service and Equipment schedule herein represent minimum discount levels. Contractors may offer ADDITIONAL Service and/or Equipment discounts at their discretion. These additional discounts may be applicable, but not limited to the following conditions:**

2.6.1.1 **Promotional programs available for limited time, to include free and/or discounted equipment.**

2.6.1.2 **Free and/or additionally discounted equipment as part of a large group deployment.**

**2.6.1.3 Bulk or Pool pricing on Air Time and/or Data plans. Bulk or Pool pricing discount offerings may be correlated to large group deployments.**

**Any offerings of this nature should be presented to the designated Contract manager to be formally documented on your applicable Service and Equipment Schedule. Maricopa County shall approve all offers in writing prior to the offer being extended to any County contract users.**

**Additional Service and Equipment Discounts may have contractor imposed conditional parameters, to include quantity and/or volume levels that have to be met to qualify. Any such conditions shall be quantifiable and documented applicably on your Service and Equipment Schedule.**

2.7 PERSONAL EMPLOYEE PLANS

Use of proposed Employee Plans will be at sole discretion of each contracting entity and any applicable statutes that govern such opportunities.

2.7.2 Employees who contract for cellular telephone and related services are individually responsible for all associated expenses, including, but not limited to: repair; battery replacement; battery chargers; clips; cases; monthly provider service fees; replacement of lost, stolen, or non-repairable devices; service contract termination fees; up-front fees; and all call/transmission charges.

2.7.3 It is employees' responsibility to contract with the provider of his/her choice and to adhere to all contract terms associated with the particular agreement.

Contracting Entity shall have no legal or financial responsibility for any calling plans extended to employees.

**SEE ATTACHMENT A – FOR EMPLOYEE DISCOUNT OFFERING**

2.8 CURRENT PRODUCTS

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.9 CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

2.10 ON-GOING System EVALUATION SAMPLE UNIT

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.11 USER Instruction MANUAL

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

2.12 Development DATA

The contractor agrees to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

2.13 Workmanship

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

2.14 USAGE REPORT

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 SYSTEM OUTAGE REQUIREMENTS

Describe your process to deal with any RF interference issues. In particular, with existing facilities that have 800 MHz Trunked radio system in use.

*Cellular base station to PS 800MHz base station interference isn't likely. Because the coverage requirements of the two sites are so different, it is unlikely that a cell site base station will be located near a 800MHz PS base station. This physical separation helps reduce the likelihood of interference between base stations. Also, because both base stations' transmitters must not interfere with their own receivers, the filters installed in both base stations are quite stringent. These filters have a very desired secondary effect of preventing interference to/from the other base station--even if there is a failure within either base station.*

*The more complicated issue is when a PS 800MHz portable unit gets near a cell site. There are lots of reasons why there are problems, but nearly all of them are related to the hand held radio being close to a cell site and far (relatively speaking) from a PS radio site. The FCC has recently changed the rules and now requires that cell companies, and cellular like land mobile companies (such as Nextel and SothernLink) correct any problems like this that come up. By March 22, <http://www.publicsafety800mhzinterference.com/CTIAWeb/index.aspx> will be available for public safety agencies to report problems to cell carriers.*

*Once a report is made, FCC rules require the cell and "cell-like" carriers to acknowledge Interference complaints within specified time frames (24 hours for public safety/critical infrastructure agencies and 48 hours for other licensees). For public safety/critical infrastructure agencies the complaint must be addressed within 48 hours.*

Describe your process for notification of system outages.

*Upon detection of a system outage, notifications flow from the impacted switching office to our National Operations and Control Center (NOCC). This communication is used primarily to inform internal ALLTEL departments of the outage - Sales, Marketing, Customer Service. The NOCC has an email, paging and texting system to notify the appropriate parties.*

*Simultaneously, another notification is sent out from the switching office to the local channels via text or voicemail messages. This notification is used to inform the local Retail Sales, Business Sales, Customer Service, Network employees and other interested parties about the severity and status of the outage. For rare instances in which there is a prolonged outage regular updates are sent out as needed. When the system is returned to service notifications go out again. For major accounts such as Maricopa County Marc Walker forwards pertinent outage information to the client's account representatives. He can answer any questions about the outage and is the primary source of information concerning the event.*

*Our two pronged notification system ensures our constituents at the national as well as local levels have all the facts related to an outage. Each outage message contains contact information should the recipient have questions or require further clarification.*

Describe your process for crediting accounts for extended service interruptions.

*ALLTEL will review any credits for extended service interruptions on a case by case bases. At this point we have not experienced extended service interruption in the past 5 years.*

*Effective March 14, 2005 ALLTEL launched a program called "Automatic Minute Back." We strive to make sure every call stays connect. We will credit your account one minute for any call dropped on the ALLTEL network. You don't even have to call us. Just look for the credit on your bill. This program is designed to give you the best call quality possible, it is a network you can count on.*

2.16 THIRD PARTY BILLING

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.



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ALLTEL COMMUNICATIONS, 10217 NORTH METRO PARKWAY, PHOENIX, AZ 85051

PRICING SHEET NIGP CODE 7255101

Terms: NET 30

Vendor Number: W000001438 X

Telephone Number: 602/390-9199

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Contact Person: Marc Walker

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Company Web Site: [www.alltel.com](http://www.alltel.com)

Contract Period: To cover the period ending **March 31, 2008 2010.**