

SERIAL 09099 RFP WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.) Contract - Continental Mobile Communication

DATE OF LAST REVISION: September 19, 2013 CONTRACT END DATE: August 31, 2016

CONTRACT PERIOD THROUGH AUGUST 31, ~~2013~~ 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)**

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 **September 01, 2010**.

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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/mm
Attach

Copy to: Office of Procurement Services
John Ahl, OET
Scott Wilson, MCSO

(Please remove Serial 04043-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 09099 -RFP

This Contract is entered into this 1st day of September, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Continental Mobile Communications, a Arizona corporation ("Contractor") for the purchase of satellite equipment and services.

1.0 CONTRACT TERM:

- 1.0 This Contract is for a term of three (3) years, beginning on the 1st day of September, 2010 and ending the 31st day of August, ~~2013~~ 2016.
- 1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

2.3.1 The Contractor shall submit an electronic copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

- 2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.
- 2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

- 3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

- 4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 **To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless 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, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.**
- 5.1.2 **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.**
- 5.1.3 **The scope of this indemnification does not extend to the sole negligence of County.**

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 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 A+. 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.**
- 5.2.2 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.**
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**
- 5.2.5 The insurance policies may provide coverage that 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.**
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.**
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
- 5.2.8 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.**
- 5.2.9 Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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, and shall not contain any provision which would serve to limit third party action over claims. 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.**

5.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation:

5.2.11.1 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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County 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 Contract.

5.2.12 Errors and Omissions Insurance:

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

5.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements 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 identify this contract number and title.

5.2.13.2 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 ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

5.2.13.2.1 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.

5.2.13.2.2 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.

5.2.14 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.

5.3 ADDITIONS/DELETIONS OF SERVICE:

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

5.3.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

5.4 WARRANTY OF SERVICES:

5.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.4.2 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.

5.5 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.6 NOTICES:

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

For County:

Maricopa County
Office of Procurement Services
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Continental Mobile Communications
P.O. Box 27408
Scottsdale, AZ 85255

5.7 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

5.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

5.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

5.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

5.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

5.12 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

5.13 ADDITIONS/DELETIONS OF SERVICE:

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

5.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.15 SUBCONTRACTING:

The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

5.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. The Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

5.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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, accounts, statements, reports, files, and other records and back-up documentation 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.

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The

course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County

5.18 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

5.19 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 the Contract.

5.20 ALTERNATIVE DISPUTE RESOLUTION:

5.20.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.20.1.1 Render a decision;

5.20.1.2 Notify the parties that the exhibits are available for retrieval; and

5.20.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.20.1.3.1 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.20.1.3.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.21 SEVERABILITY:

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

5.22 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

5.23 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.

5.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 1.15 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~5.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~5.25.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~5.25.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

5.26 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.28 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902. An attempt to influence includes, but is not limited to:

- 5.28.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 5.28.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5.29 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

5.30 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

5.31 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.32 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.33 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 5.33.1 Exhibit A, Pricing;
- 5.33.2 Exhibit A-1, Additional Pricing Options;
- 5.33.3 Exhibit B, Scope of Work; and
- 5.33.4 Exhibit C, Coverage Map

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

CONTRACTOR:



AUTHORIZED SIGNATURE

Steve Fivelson - President

PRINTED NAME AND TITLE

P.O. Box 27408 · Scottsdale, AZ. 85255

ADDRESS

8-12-10

DATE

MARICOPA COUNTY:

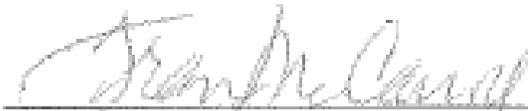


CHAIRMAN, BOARD OF SUPERVISORS

SEP 07 2010

DATE

ATTESTED:



CLERK OF THE BOARD 090110

SEP 07 2010

DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

Sept 2 2010

DATE

**EXHIBIT A
PRICING**

SERIAL 09099-RFP
 PRICING SHEET: 9157501
 BIDDER NAME: Continental Mobile Communications
 F.I.D./VENDOR #: W000001550
 BIDDER ADDRESS: 25572 N. 113th Way Scottsdale, AZ 85255
 P.O. ADDRESS: P.O. Box 27408 Scottsdale, AZ 85255
 BIDDER PHONE #: 480-368-1699 ext. 101 or 602-376-1000
 BIDDER FAX #: 480-368-1883
 COMPANY WEB SITE: cmcaz.com
 COMPANY CONTACT (REP): Steve Fivelson
 E-MAIL ADDRESS (REP): steve@cmcaz.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE
 (Payment shall be made within 48 hrs utilizing the Purchasing Card)

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

PAYMENT TERMS:
 2% 10 DAYS NET 30

1.0 PRICING:

1.1 SATELLITE PLANS See Exhibit A-1 OFF ANY PUBLISHED PLAN

1.2 EQUIPMENT DISCOUNT

1.2.1 PHONES 10% OFF PUBLISHED PRICE

1.2.2 ACCESSORIES 10% OFF PUBLISHED PRICE

1.3 EMPLOYEE DISCOUNT

1.3.1 EMPLOYEE PLANS See Exhibit A-1 OFF ANY PUBLISHED PLAN

1.3.2 EMPLOYEE EQUIPMENT 10% OFF ANY EQUIPMENT

**EXHIBIT A-1
ADDITIONAL PRICING**

VSAT RATE PLANS: _____ CONTRACT

3 GIG PLAN : 3 Mbps X 1 Mbps or 3 Mbps X 512 Kbps Burstable bandwidth _____ \$395

EMR PLAN: (AVAILABLE FOR MOBILES ONLY) _____ \$345

_____ 3 Mbps X 1 Mbps or 3 Mbps X 512 Kbps Burstable bandwidth
 _____ Includes 10 Days of Usage Per Calendar Month, \$40 Each Additional Day

MOBILE VSAT EQUIPMENT _____ RETAIL _____ CONTRACT

XF2.98MC, System, 6 watt NJT BUC, iDirect 3100 Modem _____ \$16,770 _____ \$14,995

XF2.98MC, System, 8 watt NJT BUC, Flex guide, iDirect 3100 Modem _____ \$18,970 _____ \$17,495

XF31.2MC, System, 6 watt NJT BUC, iDirect 3100 Modem _____ \$17,770 _____ \$16,995

STANDARD INSTALLATION OF ALL MOBILE VSAT EQUIPMENT _____ \$795

FIXED SITE VSAT EQUIPMENT

Meter Fixed System, Andrews Antenna, 6 watt NJT BUC, 3100 Modem _____ \$2,799 _____ \$2,599

Meter Fixed System, Andrews Antenna, 6 watt NJT BUC, 3100 Modem _____ \$3,999 _____ \$3,795

STANDARD INSTALLATION OF FIXED SITE EQUIPMENT _____ \$795

SKYTERRA G2 SATELLITE PHONE AND 2 WAY DISPATCH RADIO

COMPONENTS INCLUDED:	
103001	G2 HUGHES 2100 TU
104114A	DT 240 HANDSET
101210	G2 SPACECOM MSV220 ANTENNA
101213	G2 SPACECOM MSV 220 POLE MOUNTING KIT
101214	G2 SPACECOM 150 FT ANTENNA CABLE

SUGGESTED RETAIL PRICE: _____ \$5,584.00

CONTRACT PRICE: _____ \$4,995.00

STANDARD INSTALLATION _____ \$595.00



Satellite Telephone Service Rates
Service Rates per radio

Effective February 1, 2007

FIXED SITE, LAND MOBILE, AND TRANSPORTABLE RATE PLANS

Rate Plan Code	915	916	914	913
Account Activation Fee (one time)	\$50	\$50	\$50	\$50
Monthly Access Fee	\$25	\$35	\$100	\$175
Minutes Included	0	30	60	175
Airtime Rate per Minute	\$1.49	\$1.19	\$1.09	\$0.89
Monthly Fax/Data Access (see note 3 & 4)	\$15	\$15	\$0	\$0
Standard GPS Monthly Access (see note 3 & 10)	\$7	\$7	\$7	\$7
Enhanced GPS Monthly Access (see note 3 & 10)	\$19	\$19	\$19	\$19
GPS Poll Rate (per poll)	\$0.60	\$0.60	\$0.60	\$0.60
Suspension Fee (one time)	\$16	\$16	\$16	\$16
Suspended Terminal Monthly Fee	\$10	\$10	\$10	\$10

AERONAUTICAL RATE PLANS

For Aeronautical Hardware and Service Rates, please contact Judi Boone with EMS Technologies:
 (800) 600-9759 or boone.j@ems-t.com

NOTES

- All SkyTerra Satellite Telephone Service rate plans are listed "per satellite radio" and require a 1-year minimum contract commitment.
- Subscribers must have a billing address in the United States or its territories.
- Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability (such as GPS and data service) may vary by manufacturer and configuration of phone and antenna.
- Airtime rate per minute applies to all airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for SkyTerra Satellite Telephone Service.
- Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates). International tolls are based to the prevailing Eastern Time and may vary by time of day.
- There is an extra \$10 set-up fee for each call management feature requested. (ie: call waiting, call forwarding, voicemail, etc.)
- SkyTerra Satellite Telephone Service rates do not include dispatch service (see current SkyTerra Satellite Dispatch Service rates for pricing).
- Rates subject to change.
- The one-time suspension fee is assessed at the time of suspension. There is no cost to resume service to a suspended unit.
- GPS is offered strictly with the MSAT-G2 Satellite Radio. The Standard GPS option assumes subscribers will use their own application in accordance with SkyTerra's Application Interface documentation. The Enhanced GPS option provides access to a MSAT-G2 GPS web-based application package. Position reports are automatically generated for telephone (or dispatch) calls; additional polling requests by subscriber are subject to the "per poll" fee.

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10802 Parkridge Boulevard

Reston, Virginia 20191-4334

800.216.6728

www.skyterra.com



Satellite Dispatch Service - Service Rates per radio

Effective July 9, 2007

RATE PLANS			
Charges Per Satellite Radio	Regional 2-beams	CONUS 3-beams	All Regions 5-beams
Basic Rate Plan	908	928	929
Talkgroup access per month (see Note 7)	\$69	\$99	\$129
Included Airtime minutes	0	0	0
PTT Value 50 Rate Plan	940	941	942
Talkgroup access per month (see Note 7)	\$114	\$114	\$174
Included Airtime minutes*	50	50	50
PTT Value 150 Rate Plan	950	951	952
Talkgroup access per month (see Note 7)	\$194	\$224	\$254
Included Airtime minutes*	150	150	150
PTT Value 300 Rate Plan	960	961	962
Talkgroup access per month (see Note 7)	\$321	\$331	\$361
Included Airtime minutes*	300	300	300
PTT Value 600 Rate Plan	970	971	972
Talkgroup access per month (see Note 7)	\$483	\$513	\$543
Included Airtime minutes*	600	600	600
PTT Value 1250 Rate Plan	980	981	982
Talkgroup access per month (see Note 7)	\$738	\$768	\$798
Included Airtime minutes*	1250	1250	1250
PTT Value 2000 Rate Plan	990	991	992
Talkgroup access per month (see Note 7)	\$902	\$932	\$962
Included Airtime minutes*	2,000	2,000	2,000
Additional Airtime Minutes*	\$1.19	\$1.19	\$1.19
Dispatch minutes per month	Unlimited	Unlimited	Unlimited
Fax or Data access fee per month (see note 3 & 4)	\$15	\$15	\$15
Standard <i>MSAT-G2 Tracking</i> Monthly Access (see note 3 & 9)	\$7	\$7	\$7
Enhanced <i>MSAT-G2 Tracking</i> Monthly Access (see note 3 & 9)	\$19	\$19	\$19
<i>MSAT-G2 Tracking</i> Poll Rate (per poll)	\$0.60	\$0.60	\$0.60

* Additional airtime minute rate applies to voice (telephone), fax, or data airtime use and is charged when telephone airtime usage has exceeded the included monthly airtime minutes.

TALK GROUP OPTIONS

Dial-In Dispatch	\$100	Per month per Talkgroup (800-access)
Dial-Out Dispatch	\$100	Per month per Talkgroup (Customer provides number)
Private Mode	\$200	Per month per Talkgroup
Additional Talkgroup Access	\$200	Per month per Talkgroup

ACCOUNT MAINTENANCE

Satellite Radio Activation Fee	\$50	Per satellite radio (one-time charge)
Satellite Radio Suspension Fee	\$16	Per satellite radio per suspension
Suspended Radio Monthly Fee	\$10	Per satellite radio per month while suspended
First Talkgroup Setup Fee	\$0	Included with activation
Additional Talkgroup Setup Fee	\$200	Per Talkgroup (one-time charge)
Voice Mail Activation Fee	\$10	Per satellite radio (one-time charge)

NOTES

1. All SkyTerra Satellite Service rate plans require a 1-year minimum contract commitment.
2. Subscribers must have a billing address in the United States or its territories.
3. Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability (such as *MSAT-G2 Tracking* and *MSAT* data service) may vary by manufacturer and configuration of radio and antenna.
4. Airtime rate per minute also applies to airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for Satellite Telephone Service.
5. Included monthly airtime minutes will not be "rolled over" to subsequent month or pooled within an account.
6. Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at the specified airtime rate plus applicable international toll based on AT&T's residential direct dialing rates -- see <http://www.consumer.att.com/global/english/>. International tolls are rated to the prevailing Eastern Time and may vary by time of day.
7. There is an extra \$10 set-up fee for each call management feature requested. (ie: call waiting, call forwarding, voicemail, etc.)
8. Rates subject to change.
9. The one time suspension fee is applied at the time of suspension. There is no cost to reactivate a suspended unit.
10. *MSAT-G2 Tracking* is offered strictly with the *MSAT-G2* Satellite Radio. The standard *MSAT-G2 Tracking* option assumes subscribers will use their own application in accordance with SkyTerra's Application Interface documentation. The Enhanced *MSAT-G2 Tracking* option provides access to a web-based mapping application package. Position reports are automatically generated for telephone (or dispatch) calls; additional polling requests by subscriber are subject to the "per poll" fee.

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~~IRIDIUM 9555 HANDHELD SATELLITE PHONE~~

~~COMPONENTS INCLUDED:~~

~~PHONE~~

~~BATTERY~~

~~CARRY CASE~~

~~A/C CHARGER~~

~~D/C CHARGER~~

~~MAGNETIC ANTENNA~~

~~EARBUD~~

~~SIM CARD~~

~~RETAIL PRICE: ————— \$1,695.00~~

~~CONTRACT PRICE: ——— \$1,555.00~~

~~OPTIONAL PELICAN~~

~~WATERPROOF CASE — \$125.00~~

~~IRIDIUM 9555 HANDHELD SATELLITE PHONE AIRTIME PRICING~~

~~GLOBAL COVERAGE AREA~~

~~500 MINUTE PREPAID SIM CARD GOOD FOR 1 YEAR FROM DATE OF ACTIVATION~~

~~WORLDWIDE CALLING WITH ALL LONG DISTANCE CHARGES INCLUDED~~

~~ALL UNUSED AIRTIME ROLLS OVER UPON RENEWAL OF SIM CARD~~

~~LOCAL DIALING TO IRIDIUM PHONE VIA CHANDLER EARTH STATION~~

~~RETAIL PRICING: — \$749.95~~

~~CONTRACT PRICE: — \$695.00~~

~~Note: Due to the hundreds of configurations for the Satellite Products mentioned above, only the most common Equipment and Services will be listed taking into consideration those products that have regularly been used in the past under County contract. Agency requests for products not specifically listed in the contract will be addressed on an individual basis and will be priced at discounted levels as were listed items.~~

**EXHIBIT A-1
ADDITIONAL PRICING**

(Effective 09-01-13)

VSAT FIXED SITE RATE PLAN OPTIONS

DESCRIPTION	RETAIL	CONTRACT
ENTERPRISE 3GB <ul style="list-style-type: none"> • 3Mbps DOWNLOAD • 1Mbps UPLOAD • 3GB ALLOWANCE • ADDITIONAL MB \$0.09/MB 	\$420	\$378
ENTERPRISE 3GB <ul style="list-style-type: none"> • 5Mbps DOWNLOAD • 2Mbps UPLOAD • 3GB ALLOWANCE • ADDITIONAL MB \$0.09/MB 	\$625	\$563

VSAT FIXED SITE HARDWARE OPTIONS

DESCRIPTION	RETAIL	CONTRACT
PRODELIN 1.2M ANTENNA NON-PEN ROOF MOUNT IDIRECT X3 MODEM - PRE-PROVISIONED 6W BUC PLL LNB 100 FT. RG-6 CABLE	\$3,249	\$2,925
PRODELIN 1.2M ANTENNA NON-PEN ROOF MOUNT IDIRECT X3 MODEM - PRE-PROVISIONED 8W BUC PLL LNB 100 FT. RG-6 CABLE	\$7,462	\$6,715

STANDARD FIXED SITE VSAT INSTALLATION - \$795

MOBILE VSAT RATE PLAN OPTIONS

DESCRIPTION	RETAIL	CONTRACT
ENTERPRISE 3GB • 3Mbps DOWNLOAD • 1Mbps UPLOAD • 10 DAY ALLOWANCE • ADDITIONAL DAYS \$50/DAY	\$300	\$270
ENTERPRISE 3GB • 5Mbps DOWNLOAD • 2Mbps UPLOAD • 10 DAY ALLOWANCE • ADDITIONAL DAYS \$50/DAY	\$450	\$405

MOBILE VSAT HARDWARE OPTIONS

DESCRIPTION	RETAIL	CONTRACT
TRACSTAR 1.0M AUTO DEPLOY ANTENNA - TS1000 IDIRECT X5 MODEM - PRE-PROVISIONED 6W BUC PLL LNB	\$22,489	\$20,240
TRACSTAR 1.2M AUTO DEPLOY ANTENNA - TS1200 IDIRECT X5 MODEM - PRE-PROVISIONED 8W BUC INTEGRATED 1RU POWER SUPPLY WITH BIAS-T PLL LNB	\$36,447	\$32,803

STANDARD MOBILE VSAT INSTALLATION - \$795

IRIDIUM SATELLITE PHONE SERVICE

DESCRIPTION	RETAIL	CONTRACT
IRIDIUM PREPAID 500 MINUTE SIM CARD GOOD FOR 1 YEAR FROM DATE OF ACTIVATION	\$779	\$699

IRIDIUM SATELLITE HARDWARE

DESCRIPTION	RETAIL	CONTRACT
9575 SATELLITE PHONE KIT - INCLUDES 1 LITHIUM ION RECHARGEABLE BATTERY, A/C CHARGER W/INT'L ADAPTERS, CAR CHARGER, LEATHER HOLSTER, ANTENNA ADAPTER, PORTABLE AUXILIARY ANTENNA, MINI USB DATA CABLE, EARBUD, AND USER'S MANUAL	\$1,600	\$1,440
9555 SATELLITE PHONE KIT - INCLUDES 1 LITHIUM ION RECHARGEABLE BATTERY, A/C CHARGER W/INT'L ADAPTERS, CAR CHARGER, LEATHER HOLSTER, ANTENNA ADAPTER, PORTABLE AUXILIARY ANTENNA, MINI USB DATA CABLE, EARBUD, AND USER'S MANUAL	\$1,300	\$1,170

NETWORK INNOVATIONS SATELLITE PHONE AND 2-WAY DISPATCH RADIO FIXED HARDWARE

DESCRIPTION	RETAIL	CONTRACT
SATRAD WALL MOUNT KIT - INCLUDES BASIC ENCLOSURE, AC POWER SUPPLY, BATTERY AND BATTERY CHARGER, STATUS MONITOR INDICATORS, TRANSIENT SUPPRESSOR, LOCKING DOOR, WALL MOUNT ENCLOSURE	\$1,450	\$1,305
OPTIONAL UHF/VHF INTERGRATION - SATRAD MOBILE INTEGRATION SYSTEM. PROVIDES A CROSS BAND INTERFACE TO LINK UHF/VHF RADIOS WITH THE SATRAD G2, VOICE BUFFERING. THE SATRAD-MIS IS A VEHICLE MOUNT ENCLOSURE	\$2,500	\$2,250

NETWORK INNOVATIONS SATELLITE PHONE AND 2-WAY DISPATCH RADIO MOBILE HARDWARE

DESCRIPTION	RETAIL	CONTRACT
SATRAD GO-KIT - INCLUDES BASIC ENCLOSURE, OPERATION ON 12 VOLT DC OR 110 AC POWER, AN INTEGRATED POWER SUPPLY, COOLING FAN, BATTERY CHARGER, STATUS MONITOR INDICATORS, 10 WATT AUDIO AMPLIFIER, ALL IN A SINGLE ENCLOSURE.	\$1,450	\$1,305
OPTIONAL UHF/VHF INTERGRATION - SATRAD MOBILE INTEGRATION SYSTEM. PROVIDES A CROSS BAND INTERFACE TO LINK UHF/VHF RADIOS WITH THE SATRAD G2, VOICE BUFFERING. THE SATRAD-MIS IS A VEHICLE MOUNT ENCLOSURE	\$2,500	\$2,250

STANDARD NETWORK INNOVATION INSTALLATION - \$595

NETWORK INNOVATIONS SATELLITE PHONE AND 2-WAY DISPATCH RADIO RATE PLANS ATTACHED



LightSquared Rate Plans

Jul-12

Satellite Dispatch Service Rates (Push-To-Talk & Telephone)			
Charges Per Satellite Radio	Regional	CONUS	All Regions
	2-beams	3-beams	5-beams
Activation Fee - All Rate Plans	\$50		
Basic Rate Plan	908	928	929
Talkgroup access per month	\$ 69	\$ 99	\$ 129
Included Airtime minutes	0	0	0
PTT Value 50 Rate Plan	940	941	942
Talkgroup access per month	\$ 114	\$ 144	\$ 174
Included Airtime minutes	50	50	50
PTT Value 150 Rate Plan	950	951	952
Talkgroup access per month	\$ 194	\$ 224	\$ 254
Included Airtime minutes	150	150	150
PTT Value 300 Rate Plan	960	961	962
Talkgroup access per month	\$ 301	\$ 331	\$ 361
Included Airtime minutes	300	300	300
PTT Value 600 Rate Plan	970	971	972
Talkgroup access per month	\$ 483	\$ 513	\$ 543
Included Airtime minutes	600	600	600
PTT Value 1250 Rate Plan	980	981	982
Talkgroup access per month	\$ 738	\$ 768	\$ 798
Included Airtime minutes	1250	1250	1250
PTT Value 2000 Rate Plan	990	991	992
Talkgroup access per month	\$ 902	\$ 932	\$ 962
Included Airtime minutes	2000	2000	2000
Additional Airtime Minutes - All Plans - Telephone & Fax	\$1.19	\$1.19	\$1.19
Dispatch/PTT minutes per month	Unlimited	Unlimited	Unlimited
Options Monthly Fee			
Fax or Data access fee per month	\$15	\$15	\$15
Standard G2 Tracking Monthly Access (Customer Supplied Mapping)	\$7	\$7	\$7
Enhanced G2 Tracking Monthly Access (Skymira Mapping)	\$19	\$19	\$19
Additional Talk Group	\$ 200	\$ 200	\$ 200
Private Mode Talk Group	\$ 200	\$ 200	\$ 200
Dial-In Dispatch (800 Number for PSTN User to Access Talk Group - Single User Per Session)	\$ 100	\$ 100	\$ 100
Dial-Out Dispatch (PSTN User Auto-Dialed into Talk Group - Single Number Per Talk Group)	\$ 100	\$ 100	\$ 100
One Time Fees			
Additional Talk Group Set-Up Fee	\$ 200	\$ 200	\$ 200
Voice Mail Activation Fee	\$ 10	\$ 10	\$ 10
G2 Tracking Demand Poll Rate (per poll)	\$0.60	\$0.60	\$0.60

Satellite Telephone Service Rates (No Push-To-Talk)										
Fees are per Satellite Terminal/Phone										
Service is provided across all regions and beams - Telephone & Fax only, No push-to-talk dispatch radio service										
Activation Fee - All Rate Plans	\$50									
Basic Rate Plan	915	916	943	914	953	913	963	973	983	993
Monthly Access Fee	\$ 25	\$ 35	\$ 45	\$ 100	\$ 125	\$ 175	\$ 232	\$ 414	\$ 569	\$ 833
Included Airtime minutes	0	30	50	60	150	175	300	600	1250	2000
Additional Airtime Minutes - Phone & Fax	\$ 1.49	\$ 1.19	\$ 1.19	\$ 1.09	\$ 1.19	\$ 0.89	\$ 1.19	\$ 1.19	\$ 1.19	\$ 1.19
Fax or Data access fee per month	\$ 15	\$ 15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Standard G2 Tracking Monthly Access (Customer Supplied Mapping)	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7	\$7
Enhanced G2 Tracking Monthly Access (Skymira Mapping)	\$19	\$19	\$19	\$19	\$19	\$19	\$19	\$19	\$19	\$19
G2 Tracking Demand Poll Rate (per poll)	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Notes To Pricing:
-Minimum 1 Year Term on Service Contract
-Airtime rate per minute also applies to airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for Satellite Telephone Service.
-Included monthly airtime minutes will not be "rolled over" to subsequent month or pooled within an account.
-There is an extra \$10 set-up fee for each call management feature requested. (ie: call waiting, call forwarding, voicemail, etc.)
-Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at the specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates - see http://www.consumer.att.com/global/english/). International tolls are rated to the prevailing Eastern Time and may vary by time of day.
-Rates subject to change. All is US Funds.
-MSAT-G2 Tracking is offered strictly with the MSAT-G2 Satellite Radio. The Standard MSAT-G2 Tracking option assumes subscribers will use their own application in accordance with LightSquared's Application Interface documentation. The Enhanced MSAT-G2 Tracking option provides access to a web-based mapping application package. Position reports are automatically generated for telephone (or dispatch) calls; additional polling requests by subscriber are subject to the "per poll" fee.

**EXHIBIT B
SCOPE OF WORK**

1.0 INTENT:

The intent of this contract is to award a satellite equipment and services Contractor for the County. The 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 the best interest of the County and/or participating entities. The Contractor must make sure that all the latest technologies are included and will continue to be included for the term of the contract.

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor per Exhibit A, a member of \$AVE may access this contract.

2.0 SCOPE OF WORK:

The Contractor shall provide satellite services to include equipment and connectivity for the term of the contract.

2.1.1 SATELLITE TELEPHONE SERVICES:

Contractor shall propose Satellite Telephone Services if they have these available. They should describe the services and equipment available in detail. Include mobile, portable and fixed units as well as installation services in vehicles and/or buildings.

Describe your service levels including your multiple satellite capability in the event the primary satellite is inoperative.

2.1.1.1 Coverage:

Coverage shall be 100% of the State of Arizona and CONUS, with optional worldwide service. The system shall not be susceptible to fades due to rainfall or other ionospheric and tropospheric conditions. The system should be capable of penetrating light buildings, but is not required to penetrate commercial grade buildings for telephonic communications. However, paging services should be able to penetrate most types of commercial structures.

2.1.1.2 Price:

Airtime cost must be based upon random wide area calls, i.e., the airtime cost should be fixed for any call placed from within Arizona to any location in CONUS. Separate pricing for calls terminating through various other CONUS gateways outside Arizona are not acceptable. An international calling package may also be offered.

2.1.2 On-GOING SYSTEM EVALUATION SAMPLE UNIT:

The Contractor 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.

2.1.3 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.

2.1.4 DEVELOPMENT DATA:

The vendor shall agree 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.

2.1.5 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.

2.1.6 BILLING ERRORS/CREDITS:

In the event that the County, or participating agency, identifies a billing error, or both parties otherwise agree that a credit shall be issued on a particular account, vendor shall immediately apply said credit. Under no circumstances shall the vendor apply the credit more than 30 days from the date that the County, or participating agency, identified the billing error and/or agreed with the provider that a credit shall be issued. Upon application of credit, Vendor must provide the County, or participating agency, with some form of written verification that the credit has been applied, or that the billing error has been corrected. It is not acceptable for the County, or participating agency, to have to wait until the next monthly bill to confirm whether or not a credit was applied.

2.1.7 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 inventoried 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.

2.1.8 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.

2.1.9 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.

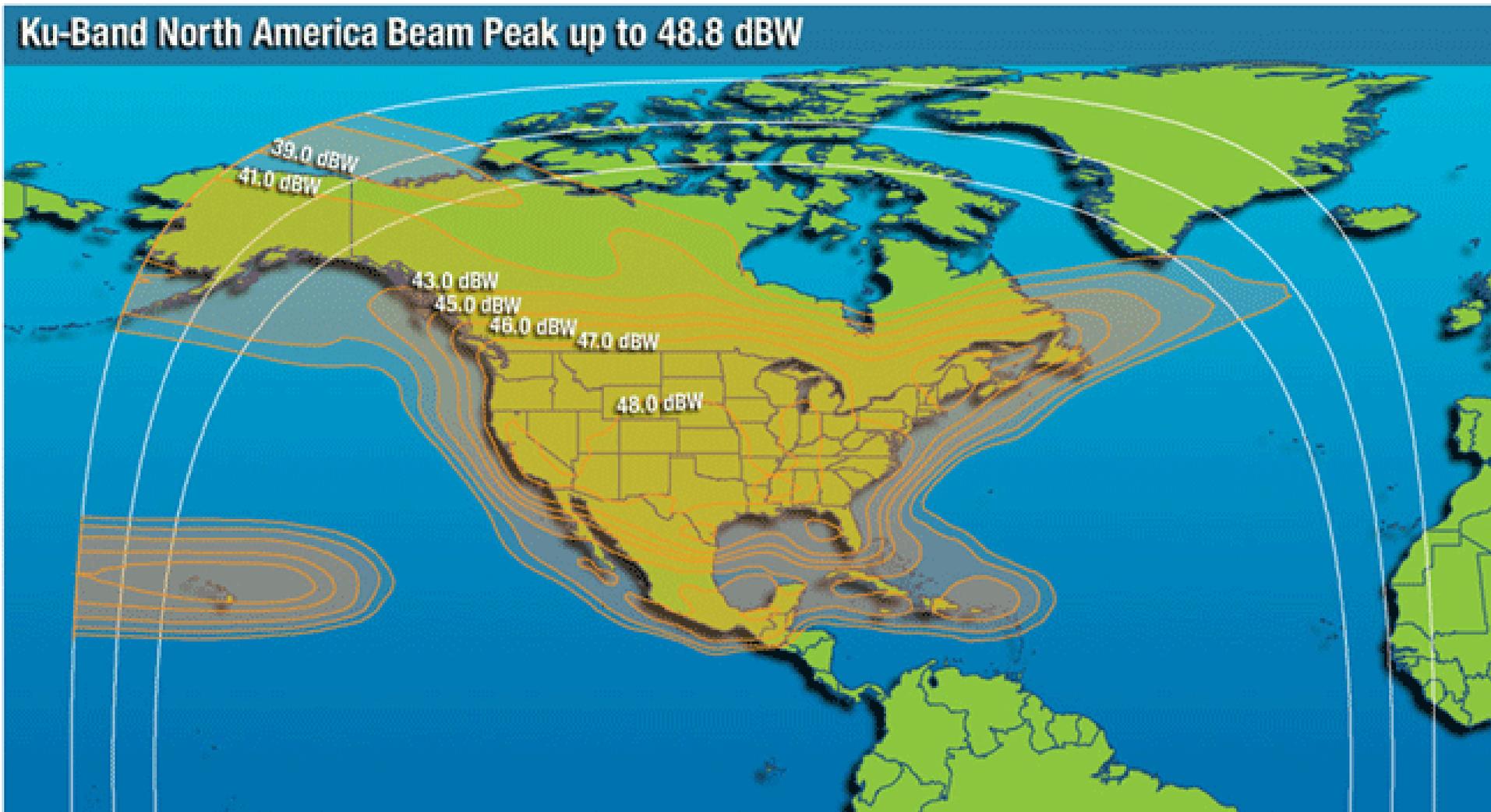
2.1.10 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.1.11 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

EXHIBIT C
MARICOPA COUNTY AND NATIONAL COVERAGE MAP
VSAT COVERAGE MAP



**BARRY FIVELSON DBA: CONTINENTAL MOBILE COMMUNICATION, 14362 N FRANK LLOYD
WRIGHT BLV., #2103, SCOTTSDALE, AZ 85260 P.O. BOX 27408, SCOTTSDALE, AZ 85255**

PRICING SHEET: **91575**

Terms: NET 30

Vendor Number: ~~W000001550~~ **2011003546 0**

Telephone Number: 480/368-1699

Fax Number: 480/368-1883

Contact Person: Steve Fivelson **Barry Fivelson**

E-mail Address: steve@cmcarizona.com barry@cmcaz.com

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2013 2016.**