

SERIAL 09099 RFP WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.) Contract – Sprint Solutions, Inc.

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 ("Contract" or "Agreement") is entered into this 1st day of September, 2010 by and between Maricopa County ("County" or "Customer"), a political subdivision of the State of Arizona, and Sprint Solutions, Inc., a Delaware corporation as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services ("Contractor") for the purchase of wireless and data equipment and services.

1.0 CONTRACT TERM:

- 1.1 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** ("Initial Term").
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms (each a "Renewal Term" or collectively, the "Renewal Terms"), up to a maximum of three (3) years. At the County's sole discretion, the County may extend the contract on a month-to-month bases for a maximum of six (6) months after expiration of all the Renewal Terms. 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 Initial Term, or any Renewal Term thereafter. The Initial Term and Renewal Term are collectively referred to herein as the "Term".

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, A-1, A-2, A-3."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice
- 2.3 Payment terms are net 30 days from the date of invoice receipt. If County fails to make a payment within 15 days of receiving Contractor's written notice of non-payment, Contractor may charge late fees (up to the maximum allowed by Arizona Revised Statutes) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law or regulation. Contractor's acceptance of late or partial payments is not a waiver of its right to collect the full amount due.

2.4 INVOICES:

- 2.4.1 The Contractor shall submit two (2) legible copies 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
- Quantity
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order. If County disputes a charge in good faith, County may withhold payment of that charge if County makes timely payment of all undisputed charges, and within -5 business days of the due date, provides Contractor with a written explanation of County's reasons for disputing the charge. County must cooperate with Contractor to promptly resolve any disputed charge. If Contractor determines, in good faith, that the disputed charge is valid, Contractor will notify County and County must pay the charge promptly or invoke the dispute resolution process in this Contract. If Contractor determines in good faith that the disputed charge is invalid, Contractor will credit County for the invalid charge within the next bill cycle.

- 2.4.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)
- 2.4.3 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.
- 2.4.4 Contractor may begin invoicing County in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available for use pending final acceptance by the County. In general, Contractor bills fixed recurring Service charges in advance and usage based or Product charges in arrears.

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 terminate 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 any amendment, suspension decrease or 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 as stated in Exhibit "B", Scope of Work.

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 third party claims for damages, losses and expenses (including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), directly relating to, or arising directly out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract and relating to damage that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of Contractor or its subcontractors, director, officers, employees or authorized agents. This Section 5.1 shall not be applicable to third party claims relating to patent, copyright or misappropriation of trade secrets, which matters are addressed in Section 5.1.2 attached hereto. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any third party 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 **Intellectual Property.** Sprint will defend and pay all court awarded damages for claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this Section do not apply to the extent that the alleged or actual infringement or violation is caused by functional or other specifications that were provided by or requested by Customer, Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement, or Customer's use of the Services in a manner that causes Customer and Sprint to come into competition for third parties seeking to purchase Services. For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its sole option and expense, either procure the right for Customer to continue using the Services, replace or modify the Services with comparable Services, or terminate the Services.

5.1.3 **Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.

5.1.4 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.

5.1.5 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contactor'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-, VII or higher. 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.

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 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 5.2.7 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.
- 5.2.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, 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.

- 5.2.9 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 \$1,000,000 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.

- 5.2.10 Workers' Compensation.

- 5.2.10.1 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- 5.2.10.2 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.

5.2.11 Certificates of Insurance.

5.2.11.1 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 UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

5.2.11.2 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.12 Cancellation and Expiration Notice.

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

5.3 WARRANTY OF SERVICES:

5.3.1 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 Section 5.3.

5.3.2 Contractor does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the County upon receipt of the equipment. Contractor's products and services are provided "as is."

5.3.3 The Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services or software. Contractor will perform all services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to County all warranties available to Contractor for any product(s) acquired hereunder.

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

5.4 ACCEPTANCE:

Only persons authorized by County will issue orders under the Contract. Contractor may accept an order by (1) signing and returning a copy of the order to County; (2) delivering any of the Products or Services ordered; (3) informing County of the commencement of performance; or (4) returning an acknowledgement of the order to County. Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin.

5.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

5.6 **INTERNET ORDERING CAPABILITY:**

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

5.7 **NOTICES:**

All notices given pursuant to the terms of this Contract shall be submitted in writing and addressed to:

For County:
Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
Sprint
Attn: Law Dept – Public Sector
12502 Sunrise Valley Drive, 2nd floor
Reston, VA 20196
Fax: (703) 433-8798

5.8 **REQUIREMENTS CONTRACT:**

5.8.1 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 (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable 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 or notice to proceed.

5.8.3 Purchase orders will be cancelled in writing.

5.9 **TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract by providing 30 days written notice to Contractor, in whole or in part at any time, when in the best interests of the County without penalty or recourse. In the case of such Termination for Convenience, non-profits and private educational institutions may be liable for early termination fees as set forth in this Contract. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.10 TERMINATION FOR DEFAULT (COUNTY):

- 5.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. The Contractor shall have a 30 day cure period before the termination is effective.
- 5.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.
- 5.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.11 TERMINATION FOR DEFAULT (CONTRACTOR):

- 5.11.1 Contractor may suspend or terminate the County's right to purchase and use Products and Services under this Contract immediately if County fails to cure any material breach of this Contract within 30 days after receiving Contractor's written notice of such breach or; if County fails to comply with applicable law or regulation and County's material failure does not include a failure caused by Contractor or a failure identified in the "Force Majeure" section (Exhibit C). In the event the County's right to purchase and use Products and Services is terminated pursuant to this section, the rights of other Participating Public Agencies to purchase Products and Services under this Contract shall not be affected and shall continue in full force and effect in accordance with and subject to the terms and conditions of the Contract. Notwithstanding anything to the contrary, following the suspension or termination of the County's right to purchase and use Products and Services pursuant to this Section, the Contract shall continue in full force and effect until such time as it expires or terminates in accordance with its terms and conditions.
- 5.11.2 The County remains obligated to pay all Service Charges incurred up to the effective date of termination.
- 5.11.3 If the Contractor terminates the services due to County's material breach or the County terminates for convenience, the County will repay Contractor a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Contractor's up-front expense in providing Products and Services that had been amortized over the entire Term, based upon the number of months remaining in the Term at the time of termination.

5.12 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.

5.13 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 Contractor's breach or deficiencies in performance under this contract.

5.14 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.

5.15 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 County and the Contractor.

5.16 ASSIGNMENT/ 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.

5.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved and signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.18 RETENTION OF RECORDS:

The Contractor agrees to retain in accordance with applicable law all relevant records relating to this Contract for six (6) years after the date of acceptance of final payment under the Contract or until after the resolution of any audit questions (raised within such six (6) year period) which could be more than six (6) years, whichever is longer. Upon reasonable prior written notice, Contractor will make records relating to this Contract available to County or any third party auditor acting on behalf of the County at Contractor's business offices during normal business hours for inspection, copy, examination or audit. Any third party auditor acting on behalf of the County may be required at Contractor's sole discretion to execute Contractor's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing Contractor's records.

5.19 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County 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.

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:

5.4.1.1 Render a decision;

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

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

5.20.2 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.

5.20.3 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 all reports that Contractor is specifically required under the Contract to deliver to County as a deliverable without additional cost or other restriction except: (1) as provided by law or (2) where any such information is proprietary or confidential and cannot be disclosed by Contractor.

5.23 INTEGRATION:

This Contract, including all referenced documents, annexes, or exhibits along with the related Orders, 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:

5.24.1 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.

5.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.24.1 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:

5.26.1 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 Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

5.26.2 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

5.27.1 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:

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

- 5.27.1.2 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;
- 5.27.1.3 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
- 5.27.1.4 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.
- 5.27.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 5.27.3 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 **PRICES/RATES/TAXES:**
 - 5.28.1 Prices. The Contractor guarantees that the discounts offered to the County will be equal to, or exceed, subsequent discounts offered by Contractor for materially similar products and services to state and local government agencies anywhere within the State of Arizona at the time of purchase. For the purposes of this provision, the County's overall gross discount (prior to deducting the Administrative Fee from the gross discount to calculate the effective net discount) shall be used as the basis for comparison to current or subsequent net discounts offered by Contractor for materially similar products and services to state and local government agencies anywhere within the State of Arizona at the time of purchase.
 - 5.28.2 Rates.
 - 5.28.2.1 County will pay Contractor the rates and charges for Products or Services as set forth in this Contract
 - 5.28.2.2 Fixed Rates and Percentage Discounts: The rates and discounts identified in the pricing Exhibit A, A-1, A-2, A-3 will remain fixed for the Term (unless stated otherwise in the applicable Exhibit A, A-1, A-2, A-3). Rates and charges not fixed in this Agreement will be based on the then-current list price at the time of purchase. If pricing in this Contract is stated only as a percentage discount off a rate or price appearing in a referenced price list, the percentage discount is fixed for the Term or Renewal Term, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.
 - 5.28.2.3 Rate Adjustments: Contractor may impose additional regulatory fees, administrative charges, and charges or surcharges for the costs Contractor incurs in complying with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges, Compensation "CUSC" to Payphone Providers, Telephone Relay Service and Gross Receipts surcharges. IF the Federal Communications Commission ("FCC") requires that Contractor contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services, Sprint will invoice County the CUSC for such Services beginning on the date established by the FCC as the date such services became subject to USF contributions.

The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. Contractor may impose additional charges or surcharges to recover amounts Contractor is charges for terminating or originating a call to other wireless carriers such as international mobile termination charges.

5.28.3 Taxes.

5.28.3.1 Taxes Not Included: Contractor's rates and charges for Products and Services do not include taxes. County will pay all applicable taxes, including but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges and surcharges collected by Contractor is posed on the Rates and Conditions website.

5.28.3.2 Withholding Taxes: Notwithstanding any other provision of this Agreement, if a jurisdiction where County conducts business requires County to deduct or withhold separate taxes from any amount due Contractor, County must notify Contractor in writing. Contractor will then increase the gross amount of County's invoice so that, after County's deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

5.28.3.3 Tax Exemption and Exclusion: Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by County and statutory exemptions and will not bill County for any such exempted taxes. County will not be responsible for payment of Contractor's direct income and employment taxes.

5.29 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

5.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Additional Terms and Conditions (Exhibit C), the order of precedence shall be as follows:

(a) this Contract; (b) Exhibit C-Additional Terms and Conditions, including all relevant attachments; posted or referenced terms; (c) Exhibit A – Pricing (d) Exhibit B –Scope of Work (e) Exhibit D- National Intergovernmental Purchasing Alliance Administration Agreement; (f) Exhibit E - Coverage Maps; (g); and Exhibit G-Service Level Agreement.

5.31 INCORPORATION OF DOCUMENTS:

5.31.1 Exhibit A, Pricing;

5.31.2 Exhibit B, Scope of Work;

5.31.3 Exhibit C, Additional Terms and Conditions;

5.31.4 Exhibit D, National Intergovernmental Purchasing Alliance Administration Agreement;

5.31.5 Exhibit E, Coverage Maps; and

5.31.6 Exhibit F, Service Level Agreement

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

CONTRACTOR:

Kevin Kunkel
AUTHORIZED SIGNATURE

Kevin Kunkel, Regional Vice President
PRINTED NAME AND TITLE

ADDRESS

DATE



Sprint — Approved as to Legal Form
KAC - 5 Nov 2010

MARICOPA COUNTY:

Don Stepley
CHAIRMAN, BOARD OF SUPERVISORS

DEC 16 2010
DATE

ATTESTED:

Jane McCall
CLERK OF THE BOARD 090110

DEC 16 2010
DATE

APPROVED AS TO FORM:

David R. Benton
LEGAL COUNSEL

Dec 15 2010
DATE

**EXHIBIT A
PRICING**

SERIAL 09099-RFP

PRICING SHEET NIGP CODE: 91575

BIDDER NAME: Sprint Solutions, Inc.
 F.I.D./VENDOR #: 47-0882463
 BIDDER ADDRESS: 12502 Sunrise Valley Drive, Reston, VA 20196
 P.O. ADDRESS: 8040 S. 48th Street, Suite 200, Phoenix, AZ 85044
 BIDDER PHONE #: (602) 470-7554
 BIDDER FAX #: (602) 470-7363
 COMPANY WEB SITE: www.sprint.com
 COMPANY CONTACT (REP): David Perdichizzi
 E-MAIL ADDRESS (REP): David.Perdichizzi@spint.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: NET 30

1.0 PRICING:

1.1 INDIVIDUAL PLANS

AIRTIME(*)**

1.1.1 300 ANYTIME MINTUES \$22.79 PER MONTH *(*)
 Voice, data

(*) Per month total is based off of Sprint's Business Advantage 200 minute plan and includes 200 Anytime Minutes

1.1.2 500 ANYTIME MINTUES \$ 30.39 PER MONTH * (**)
 Voice, data

(**) Per month total is based off of Sprint's Business Essentials 400 minute plan and includes 400 Anytime Minutes

* Price must represent the % discount as provided in 1.1.6 Additional Plans % off published plan.

1.1.3 1000 ANYTIME MINUTES \$ 45.59 PER MONTH *
 Voice, data

1.1.4 4000 ANYTIME MINUTES \$ 113.99 PER MONTH *
 Voice, data

1.1.5 UNLIMITED ANYTIME MINUTES \$ 89.99 PER MONTH *
 Voice, data

1.1.6 ADDITIONAL PLANS 24% OFF ANY PUBLISHED PLAN NOT INDICATED AS NET PRICED

Nationwide (per month per unit)
 (***) This is based on a single user per month. The use of pooled minutes and rate plans may produce greater monthly savings.

Note: For additional rate plans and pricing refer to Exhibit A-1, A-2, A-3

1.2 POOL MINUTES

AIRTIME (**)**

1.2.1 0-10,000 Minutes \$ 0.038 PRICE PER MINUTE ANYTIME MINUTES

1.2.2 10,001 - 50,000 Minutes \$ 0.038 PRICE PER MINUTE ANYTIME MINUTES

1.2.3 50,001 -100,000 Minutes \$ 0.038 PRICE PER MINUTE ANYTIME MINUTES

1.2.4 100,001 and Above Minutes \$ 0.038 PRICE PER MINUTE ANYTIME MINUTES

(****) This is based on the Business Essentials 2000 anytime minutes rate plan at full optimization

1.3 WIRELESS DATA SERVICES

1.3.1 Unlimited Data Monthly Allowance (Connection Plan) \$ 39.99 Per Month

1.4 EQUIPMENT DISCOUNT

1.4.1 PHONES FLATE RATE % OFF PUBLISHED PRICE

1.4.2 ACCESSORIES 20% OFF PUBLISHED PRICE

1.5 EMPLOYEE DISCOUNT

1.5.1 EMPLOYEE PLANS 14% OFF ANY PUBLISHED CONSUMER PLAN NOT INDICATED AS NET PRICED

1.5.2 EMPLOYEE EQUIPMENT PROMOTIONAL PRICING % OFF ANY EQUIPMENT

**EXHIBIT A-1
WIRELESS SERVICES TERM AND VOLUME DISCOUNT**

1. DISCOUNT PROGRAM.

1.1 Effective Date of Discounts. For new “Active Units” (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Agreement), the discounts below apply as of the Commencement Date. For Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the discounts below no later than 60 days after the Commencement Date.

1.2 Service Pricing Discount. The Service Pricing Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges (“MRCs”) charged for Customer-Liable Active Units.

Network	Customer-Liable Service Pricing Discount	Individual-Liable Service Pricing Discount
Sprint National Network	24%	14%
Nextel National Network	24%	14%

1.3 How Calculated. Service Pricing Discounts apply to eligible MRCs before taxes and surcharges and after calculation of all other credits, discounts, and rebates. Overage, usage-based, and third party application and service charges, as well as certain network-specific Products and Services, are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis and subject to promotion-specific restrictions.

1.4 Eligibility. Only Active Units that are included in Customer’s Sprint account hierarchy are eligible for Service Pricing Discounts. It may take up to 2 invoicing cycles to move pre-existing Active Units to the same invoicing cycle in order to start receiving the Service Pricing Discount. Customer’s contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for Service Pricing Discounts.

2. EMPLOYEE DISCOUNT PROGRAM.

2.1 Eligible Employees. New and existing Customer Employee (or Individual-Liable) Active Units may receive the Individual-Liable Active Unit Service Pricing Discount in the table above for eligible service charges and plans. The Individual-Liable Active Unit Service Pricing Discount is contingent upon the Employee signing Sprint’s consumer subscriber agreement and providing Sprint with satisfactory evidence of employment with Customer. Customer and Sprint will agree on methods for employment verification. Upon termination of this Agreement for any reason, or upon the Employee’s termination of employment with Customer, Sprint may cease applying the Individual-Liable Active Unit Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount, Individual-Liable Active Units are subject to the terms and conditions in the consumer subscriber agreement.

2.2 Communications. Customer’s employee benefits group and Sprint will develop a communications plan to present discounts and to sell to Employees within 60 days of the Effective Date. Communications may include, but are not limited to, new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links.

3. ELECTRONIC BILLING PRODUCTS

3.1 Except for the Consolidated Invoice product, the following electronic billing products provide Customer-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Customer-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Data Direct	1 month	Not available	100
Electronic Data Interchange (EDI)	1 month	Not available	100

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Customer-Liable Active Units
eBilling & Analysis	3 months	12 months	50
Smart CD+	1 month	Not available	100
Consolidated Invoice	1 month	Not available	100

A. For Data Direct, Electronic Data Interchange, Smart CD+, and Consolidated Invoice, data is provided for current billing cycles. Archived data is available for as long as the account numbers are enrolled in the electronic billing product.

- 3.2 Customer may choose any combination of electronic billing products. Sprint reserves the right, upon 60 days' prior written notice, to migrate Customer to an updated or successor version of the selected electronic billing product if available or to an entirely new electronic billing product.
- 3.3 There are no charges associated with the electronic billing products listed above.
- 3.4 Customer must comply with the Electronic Invoice Reporting and Analytics Product Annex, which is incorporated into this Agreement as posted to the Rates and Conditions Website as of the date Customer signs the Agreement.

4. WIRELESS DEVICES.

- 4.1 **Wireless Device Discount.** New Customer-Liable Active Units are eligible for a discount device price with a Minimum Service Term of 12 months. The discount device is at least 39% discount off the 1 year net price, defined as the suggested retail price less \$75.00. The devices offered with this discounted price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- 4.2 **Upgrade Terms.** Existing Customer-Liable Active Units may be upgraded or replaced after 12 months of continuous service at the discounted device price identified in Section 4.1 above with a 12 month extension of the Minimum Service Term. Otherwise, the suggested retail price will apply.
- 4.3 **Activation Fees.** Sprint will waive the nonrefundable activation fee of \$36 for each Customer account hierarchy. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.
- 4.4 **Business Plans and Features.** Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plan features may not be available on all wireless devices. More information is available by contacting Customer's Sprint Account Representative.
- 4.5 **Shipping Fees.** Sprint will waive standard delivery shipping fees. Additional charges may apply for overnight shipping.

5. WIRELESS MINIMUM SERVICE TERM REQUIREMENT FOR NON-PROFIT AND PRIVATE EDUCATIONAL INSTITUTIONS. For non-profit and private educational institutions, Wireless Services require a minimum service term ("Minimum Service Term") that begins on the wireless device purchase date and ends 12 months later. Service terminations before the end of the Minimum Service Term are subject to an early termination fee of up to \$200 per terminated Customer-Liable Active Unit, in addition to any other service charges that apply to the terminated unit. Customer-Liable Active Units activated under superseded agreements will remain subject to the early termination fee set forth in the superseded agreement until expiration of the original Minimum Service Term.

6. ADDITIONAL BUSINESS PLANS AND SPECIAL OFFERS.

- 6.1 **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, Customer's Service Pricing Discounts set forth above will apply to the Business Plan unless otherwise stated in the Business Plan, and the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
- 6.2 **Promotions.** Sprint promotional discounts may not be available with certain Business Plans, as indicated in the promotional offer. If Customer purchases a promotional wireless Product or Service, the promotional terms will control over any conflicting terms in the Agreement for that wireless Product or

Service until the promotion expires or Customer selects a different Business Plan for the Customer-Liable Active Unit enrolled in the promotion.

- 6.3 Trial Offers.** If Customer receives a wireless Service or Service option for a limited trial period at a reduced cost, upon expiration of the trial period, Customer will continue to receive the wireless Service or Service option at full price. If Customer wishes to avoid being billed in full for the promotional wireless Service or Service option, Customer must contact Sprint before the end of the trial period to discontinue the wireless Service or Service option.
- 7. Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment, including its sub-attachments, may not be available if an indirect sales agent is involved in the transaction.
- 8. SPRINT SERVICE PROVIDER AFFILIATE MARKET LIMITATIONS.** Some portions of the Nationwide Sprint Network are owned and operated by Sprint Service Provider Affiliates under management agreements with Sprint. Certain Business Plans, add-ons and Products are not available or are modified in Sprint Service Provider Affiliate Markets. Notwithstanding anything to the contrary in this Attachment, Sprint reserves the right, with 30 days' prior written notice, to (i) port any Active Unit activated in a Sprint Service Provider Affiliate Market to the Sprint Service Provider Affiliate or a successor serving that Market; or, if porting is not possible, (ii) terminate Services to such Active Units.
- 9. ACCESSORY DISCOUNT.** The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for Customer-Liable Active Units under this Agreement.

**EXHIBIT A-2
NEXTEL NATIONAL NETWORK BUSINESS PLANS & POLICIES**

1. PROVISION OF NEXTEL PRODUCTS AND SERVICES

- 1.1** All terms and conditions in this Attachment apply to Active Units operating on the Nextel National Network, unless otherwise specified.
- 1.2** Any of the following entities may provide the Nextel Services listed in the Agreement, depending on Customer’s billing address or the location where the Nextel Services are activated:

Nextel Communications of the Mid-Atlantic, Inc.	Nextel of New York, Inc.	Nextel South Corp.	Nextel West Corp.
Nextel Partners of Upstate New York, Inc.	Nextel of California, Inc.	Nextel of Texas, Inc.	NPCR, Inc.

2. NEXTEL VOICE AND DATA RATE PLANS

- 2.1** Customer may select from the Nextel voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount.

2.2 Sprint Business Essentials® Plans

	Business Essentials Additional Lines for Pooling	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$25.00	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
NET MRC	\$19.00	\$30.39	\$45.59	\$60.79	\$75.99	\$113.99	\$151.99
Anytime Minutes	0	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included

- A.** Additional Lines for Pooling require the purchase of a Sprint Business Essentials Plan with Anytime Minutes.
- B.** Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.
- C.** Customer-Liable activations on Sprint Business Essentials® Plans will only Pool Anytime Minutes with other Customer-Liable activations on Sprint Business Essentials® Plans. Sprint Business Essentials® Plans will not pool with Sprint Business AdvantageSM Plans.

2.3 Sprint Business AdvantageSM Plans

- A. Sprint Business Advantage Talk Plans**

	Business Advantage Talk 200	Business Advantage Talk 450	Business Advantage Talk 900	Business Advantage Talk 1350	Business Advantage Talk 2000	Business Advantage Talk 4000
MRC	\$29.99	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99
NET MRC	\$22.79	\$30.39	\$45.59	\$60.79	\$75.99	\$113.99
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

- (1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TalkgroupSM and International Direct ConnectSM are available with certain devices and may be subject to an additional charge.

B. Sprint Business Advantage Messaging Plans. Sprint Business Advantage Messaging Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
MRC	\$39.99	\$49.99	\$69.99	\$89.99	\$109.99	\$159.99
NET MRC	\$30.39	\$37.99	\$53.19	\$68.39	\$83.59	\$121.59
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.

- (2) Unlimited Messaging includes text, picture, and video messages.

C. Sprint Business Advantage Messaging and Data Plans. Sprint Business Advantage Messaging and Data Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
NET MRC	\$45.59	\$53.19	\$68.39	\$83.59	\$98.79	\$136.79
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network or the Nextel National Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Customer may visit sprint.com/anytime for additional information.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) Unlimited Messaging includes text, picture, and video messages.
- (4) Unlimited Data includes:
 - (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service (BES) can be added for an additional \$20 MRC; and
 - (b) Mobile Web.

D. Customer-Liable activations on Sprint Business AdvantageSM Plans will only Pool Anytime Minutes with other Customer-Liable activations on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool with Sprint Business Essentials® Plans.

2.4 BlackBerry Service Plans

- A.** Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- B.** BlackBerry Business Plans can only be activated on a BlackBerry device.

C. Monthly Recurring Charges

	BlackBerry 10MB Email and Web Plan	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99	\$49.99
NET MRC	\$30.39	\$37.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand (“MBB”), phone as modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and phone as modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable

- (1) Unless Customer adds a voice Business Plan that includes voice calls and long distance calls to the above BlackBerry data Business Plans, Customer will be charged \$.20/minute for voice calls plus \$.25/minute for long distance calls.
- (2) Additional Nextel Direct Connect features may be subject to an additional charge if not included in Customer’s voice Business Plan.
- (3) Additional charges apply for messaging service.

2.5 Nextel Custom Bundled Voice & Blackberry Plans

iDEN Voice Plans			
	Business Essentials 400	Business Essentials 1000	Business Essentials 2000
MRC	\$49.99 NET	\$69.99 NET	\$89.99 NET
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Roaming	Not Available	Not Available	Not Available
Caller ID &Voice Mail	Included	Included	Included
Unlimited BB	Included	Included	Included
Unlimited Messages	Included	Included	Included

iDEN Voice Plans	
	Business Essentials 400
MRC	\$46.99 NET
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Not Available
Caller ID &Voice Mail	Included
Unlimited BB (without PAM)	Included
1,000 Messages	Included

- A. The NET MRCs in the table above are not eligible for Service Pricing Discounts.
- B. Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- C. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- D. BlackBerry Business Plans can only be activated on a BlackBerry device.
- E. **Customer-Liable activations on the Nextel Custom Bundled Voice & Blackberry Plans will only Pool Anytime Minutes with other Customer-Liable activations on the Nextel Custom Bundled Voice & Blackberry plans and with Customer-Liable activations on Sprint Business Essentials® Plans. The Nextel Custom Bundled Voice & Blackberry Plan will not pool with Sprint Business AdvantageSM Plans.**

2.6 Sprint iDEN Bundled Voice and Data Plans (Pro Pack):

iDEN Voice Plans			
	Sprint Custom 400	Sprint Custom 1000	Sprint Custom 2000
MRC	\$49.99 NET OF ALL DISCOUNTS	\$69.99 NET OF ALL DISCOUNTS	\$89.99 NET OF ALL DISCOUNTS
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID &Voice Mail	Included	Included	Included
Nextel ProPack	Included	Included	Included

	Sprint Custom 400
MRC	\$46.99 NET OF ALL DISCOUNTS
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID &Voice Mail	Included
Nextel ProPack (limit to 1,000 messages)	Included

- A. The NET MRCs in the table above are not eligible for Service Pricing Discounts.
- B. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- C. **Customer-Liable activations on the Nextel Custom Bundled Voice & Blackberry Plans will only Pool Anytime Minutes with other Customer-Liable activations on the Nextel Custom Bundled Voice & Blackberry plans and with Customer-Liable activations on Sprint Business Essentials® Plans. The Nextel Custom Bundled Voice & Blackberry Plan will not pool with Sprint Business AdvantageSM Plans.**

2.7 Nextel Voice Plan Add-Ons. The following options may be added to a Nextel voice Business Plan on a per-Customer-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

- A. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include 2-way, 1-way, and/or MMS based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	\$0	\$0.20
1000 Messages	NET \$4	\$0.20
Unlimited Messages	NET \$7	N/A

(1) MRCs expressed as “NET” in table above are not eligible for Service Pricing Discounts.

- B. **Additional Voice Plan Add-Ons.** Voice plan add-ons require activation of a Sprint voice Business Plan. Some add-ons may not be applicable on certain voice Business Plans or devices. Charges for casual data usage are calculated on a per kilobyte basis unless Customer selects a voice Business Plan that includes data or Customer selects the Nextel Web Plan add-on. Current casual data usage rates are available through Customer's Sprint Account Representative.

Voice Plan Add-Ons	MRC
Nextel Web Plan	\$5
Sprint Business Application Data Plan	\$10
Talkgroup 250	\$10
Talkgroup Unlimited	\$25
Unlimited International Direct Connect	\$10
International Long Distance Savings Plan	\$4
Canada International Voice Roaming - \$0.20 per minute	\$2.99

- (1) The Nextel Web Plan provides access to over 80 top wireless internet sites for news, weather, sports, entertainment, and travel. Internet sites available on the Nextel Web Plan are subject to change at Sprint’s discretion.
- (2) The Sprint Business Application Data Plan requires a Sprint business application. Public IP is available for an additional \$3 per month.
- (3) TalkgroupSM is limited to local market/same network (fleet). Talkgroup requires a Talkgroup capable device and operates with other Talkgroup capable devices only.
- (4) International Direct Connect is not available in all countries. Visit www.sprint.com for international coverage areas.

2.8 Priority Direct Connect/Public Safety Feature Package (Note: MRCs are not subject to Service Pricing Discount)

- A. **Best pricing for accounts with 1-49 Units**

- (1) Public Safety Feature Package - Single User NET \$3.00 MRC

B. Best pricing for accounts with 50 or more units

- (1) Public Safety Feature Package – Account Level: NET \$100.00 MRC
- (2) Public Safety Feature Package – Subscriber Level NET \$1.00 MRC (use in conjunction with above Account Level MRC)

C. Wireless Priority Service (WPS)

- (1) WPS is bundled into the Government Total Rewards Pricing Plans. Usage charge is \$0.75 per minute. **(iDEN and Powersource are the only devices that can subscribe to the Government Total Rewards Pricing Plans)**
- (2) WPS is available as an add-on to the Public Safety Value Package for an additional NET \$1.00 MRC. Usage charge is \$0.75 per minute. **(iDEN and Powersource only). Device must previously be provisioned with Public Safety Value Package to receive the WPS discount bundling price.**
- (3) A la carte pricing: NET \$4.50 MRC with a usage charge is \$0.75 per minute. **(iDEN, Powersource and CDMA)**

2.9 Sprint Mobile to OfficeSM Single Number Option

- A. Description.** “Sprint Mobile to OfficeSM Single Number Option” means calls from a Corporate-Liable Active Unit on either the Nationwide Sprint Network or the Nextel National Network to a pre-identified landline business phone number (“Picked Number”). The Picked Number is limited to a 10 digit domestic number. With this option, Customer may use an unlimited number of wireless minutes each month to make or receive calls between a device on either the Nationwide Sprint Network or the Nextel National Network and Customer’s Picked Number. This option may not be available on Corporate-Liable Active Units activated in Sprint Service Provider Affiliate Markets. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is on either the Nationwide Sprint Network or the Nextel National Network will use Sprint Mobile to Office minutes and will not use Anytime Minutes.
- B. Eligibility.** This option is only available for Corporate-Liable Active Units with a voice Business Plan with an MRC of \$39.99 or greater.
- C. Pricing.** Sprint will charge Customer the MRC listed in the table below:

	MRC Per Corporate-Liable Active Unit
Sprint Mobile to Office Single Number Option	\$8

D. Additional Terms.

- (1) **Roaming.** Sprint Mobile to Office is not available while Roaming. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is off the Network or in a non-participating Sprint Service Provider Affiliate Market will be treated as Roaming. Roaming charges may apply depending on the applicable voice Business Plan.
- (2) **Use.** Sprint Mobile to Office is not available for calls made to check voicemail or obtain directory assistance, or calls made through other indirect calling methods. Only the end user that has a plan with Sprint Mobile to Office will benefit from this feature.
- (3) **Block List.** Sprint may, in its sole discretion, prohibit certain numbers from being a Picked Number. These numbers include, but are not limited to, operator-assisted calls, international numbers, directory assistance, 900, 976 or similar numbers for pay-per-call services. These numbers will be placed on a Sprint Mobile to Office Block List. If Customer selects a number that appears on the Block List, Sprint will give Customer the option of selecting a new Picked Number. Sprint may, in its sole discretion, place a Picked Number on the Sprint Mobile to Office Block List at any time for any reason.

- (4) **Suspension or Termination.** Sprint may suspend or terminate Customer’s use of this option if: (a) Customer fails to maintain a Sprint voice Business Plan with a MRC of \$39.99 or higher; (b) Sprint suspects Customer or any of its end users of abusing or misusing the option; or (c) Sprint observes unusual usage patterns associated with the option. Sprint will attempt to contact Customer or its end users, if applicable, before interrupting or terminating the option.

2.10 Sprint Mobile to OfficeSM Single and Three Range Option

A. “Sprint Mobile to OfficeSM Single Range and Three Range options” means calls from a Corporate-Liable Active Unit on either the Nationwide Sprint Network or the Nextel National Network to a range of pre-identified landline business phone numbers (“Picked Numbers”). A “Range” means a contiguous string of up to 1,000 Direct Inward Dials (“DIDs”) that are contained within a single NPA-NXX. For example, a single 1,000 DID range could be 913-111-1000 to 913-111-1999 and three 1,000 DID ranges could be 913-111-1000 to 913-111-1999, 913-111-7000 to 913-111-7999, and 703-222-0000 to 703-222-0999. Picked Numbers are limited to 10 digit domestic numbers.

(1) With this option, Customer may use an unlimited number of wireless minutes each month to make or receive calls between a device on either the Nationwide Sprint Network or the Nextel National Network and Customer’s Picked Numbers. This option may not be available on Corporate-Liable Active Units activated in Sprint Service Provider Affiliate Markets. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is on either the Nationwide Sprint Network or the Nextel National Network will use the Sprint Mobile to Office minutes and will not use Anytime Minutes.

B. Eligibility. To be eligible for this option, Customer must activate and maintain at least 10 Corporate-Liable Active Units. This option is only available for Corporate-Liable Active Units with a voice Business Plan with an MRC of \$39.99 or greater. Customer is limited to one Sprint Mobile to Office option per Corporate-Liable Active Unit.

C. Pricing. Sprint will charge Customer the MRCs listed in the table below:

Package	MRC Per Corporate-Liable Active Unit
Sprint Mobile to Office Single Range Option	\$15
Sprint Mobile to Office Three Ranges Option	\$25

D. Additional Terms

- (1) **Roaming.** Sprint Mobile to Office is not available while Roaming. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is off the Network or in a non-participating Sprint Service Provider Affiliate Market will be treated as Roaming. Roaming charges may apply depending on the applicable voice Business Plan.
- (2) **Use.** Sprint Mobile to Office is not available for calls made to check voicemail or obtain directory assistance, or calls made through other indirect calling methods. Only the end user that has a plan with Sprint Mobile to Office will benefit from this feature.
- (3) **Block List.** Sprint may, in its sole discretion, prohibit certain numbers from being a Picked Number. These numbers include, but are not limited to, operator-assisted calls, international numbers, directory assistance, 900, 976 or similar numbers for pay-per-call services. These numbers will be placed on a Sprint Mobile to Office Block List. If Customer selects a number that appears on the Block List, Sprint will give Customer the option of selecting a new Picked Number. Sprint may, in its sole discretion, place a Picked Number on the Sprint Mobile to Office Block List at any time for any reason.

- (4) Suspension.** Sprint may suspend or terminate Customer's use of this option if: (a) Customer fails to maintain a sufficient number of Corporate-Liable Active Units; (b) Sprint suspects Customer or any of its end users of abusing or misusing the option; or (c) Sprint observes unusual usage patterns associated with the option. Sprint will attempt to contact Customer or its end users, if applicable, before interrupting or terminating the option.

**EXHIBIT A-3
NATIONWIDE SPRINT NETWORK BUSINESS PLANS & POLICIES**

1. PROVISION OF SPRINT PRODUCTS AND SERVICES. All terms and conditions in this Attachment apply to Active Units operating on the Nationwide Sprint Network, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in the Agreement.

2. SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS

2.1 Customer may select from the Sprint voice and data rate plans listed in this Attachment or promotional rate plans that Sprint may offer on a limited time basis. Unless otherwise stated in this Attachment, Business Plan pricing in this Attachment reflects gross pricing before the application of promotions, special offers or other discounts, including any applicable volume discount.

2.2 Sprint Business Essentials® Plans

	Business Essentials Additional Lines for Pooling	Business Essentials 400	Business Essentials 1000	Business Essentials 1400	Business Essentials 2000	Business Essentials 3000	Business Essentials 4000
MRC	\$25.00	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
NET MRC	\$19.00	\$30.39	\$45.59	\$60.79	\$75.99	\$113.99	\$151.99
Anytime Minutes	0	400	1000	1400	2000	3000	4000
Anytime Minutes Overage	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute	\$0.40/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included	Included

- A.** Additional Lines for Pooling require the purchase of a Sprint Business Essentials Plan with Anytime Minutes.
- B.** Roaming charges are included.
- C.** Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- D.** **Customer-Liable activations on Sprint Business Essentials® Plans will only Pool Anytime Minutes with other Customer-Liable activations on Sprint Business Essentials® Plans. Sprint Business Essentials® Plans will not pool with Sprint Business AdvantageSM Plans.**

2.3 Sprint Business AdvantageSM Plans

E. Sprint Business Advantage Talk Plans

	Business Advantage Talk 200	Business Advantage Talk 450	Business Advantage Talk 900	Business Advantage Talk 1350	Business Advantage Talk 2000	Business Advantage Talk 4000
MRC	\$29.99	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99
NET MRC	\$22.79	\$30.39	\$45.59	\$60.79	\$75.99	\$113.99
Anytime Minutes	200	450	900	1350	2000	4000

	Business Advantage Talk 200	Business Advantage Talk 450	Business Advantage Talk 900	Business Advantage Talk 1350	Business Advantage Talk 2000	Business Advantage Talk 4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included

- (1) Roaming charges are included.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features including, but not limited to, TeamDCSM are available with certain devices and may be subject to an additional charge.

F. Sprint Business Advantage Messaging Plans. Sprint Business Advantage Messaging

	Business Advantage Messaging 200	Business Advantage Messaging 450	Business Advantage Messaging 900	Business Advantage Messaging 1350	Business Advantage Messaging 2000	Business Advantage Messaging 4000
MRC	\$39.99	\$49.99	\$69.99	\$89.99	\$109.99	\$159.99
NET MRC	\$30.39	\$37.99	\$53.19	\$68.39	\$83.59	\$121.59
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

Plans include voice minutes of use as provided in the following table:

- (1) Roaming charges are included.
- (2) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
- (3) Unlimited Messaging includes text, picture, and video messages.

G. Sprint Business Advantage Messaging and Data Plans. Sprint Business Advantage Messaging and Data Plans include voice minutes of use as provided in the following table:

	Business Advantage Messaging and Data 200	Business Advantage Messaging and Data 450	Business Advantage Messaging and Data 900	Business Advantage Messaging and Data 1350	Business Advantage Messaging and Data 2000	Business Advantage Messaging and Data 4000
MRC	\$59.99	\$69.99	\$89.99	\$109.99	\$129.99	\$179.99
NET MRC	\$45.59	\$53.19	\$68.39	\$83.59	\$98.79	\$136.79
Anytime Minutes	200	450	900	1350	2000	4000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Any Mobile, Anytime SM	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included	Included	Included
Messaging	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Data Access	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
GPS Navigation	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited

- (1) Any Mobile, Anytime provides unlimited minutes of use for standard voice calls directly dialed and received by domestic wireless numbers, as determined when the call is placed by using independent third party and Sprint databases. Any Mobile, Anytime is only available with select Sprint Business Plans and while on the Nationwide Sprint Network or the Nextel National Network. Standard Roaming rates and restrictions apply. Calls to voicemail, 411, 3-way calling and other indirect methods are not included. Customer may visit sprint.com/anymobileanytime for additional information.
 - (2) Roaming charges are included.
 - (3) Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.
 - (4) Unlimited Messaging includes text, picture, and video messages.
 - (5) Unlimited Data includes:
 - (a) Email - Sprint Mobile Email, Sprint Mobile Email-Work, Microsoft Direct Push technology via ActiveSync, Versemail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service (BES) can be added for an additional \$20 MRC; and
 - (b) Mobile Web, Music Premier, TV Premier (excludes premium channels).
- H. Customer-Liable activations on Sprint Business AdvantageSM Plans will only Pool Anytime Minutes with other Customer-Liable activations on Sprint Business AdvantageSM Plans. Sprint Business AdvantageSM Plans will not pool with Sprint Business Essentials® Plans.**

2.4 BlackBerry Service Plans

- I.** Customer's use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- J.** BlackBerry Business Plans can only be activated on a BlackBerry device.
- K.** Monthly Recurring Charges

	BlackBerry 10MB Email and Web Plan	BlackBerry Unlimited Email and Web Plan
MRC	\$39.99	\$49.99
NET MRC	\$31.19	\$38.99
Data Services in MBs, BlackBerry Email, Internet or BlackBerry Browsing, Mobile BroadBand (“MBB”), Phone As Modem	10MB allotted for Email, Internet/Browsing, Data Mobile BroadBand and Phone As Modem	Unlimited
Overage per Kilobyte	\$0.001/KB	Not Applicable

- (1) Unless Customer adds a voice Business Plan that includes voice calls, long distance calls, and Domestic Roaming to the above BlackBerry data Business Plans, Customer will be charged \$.20/minute for voice calls plus \$.25/minute for long distance calls. For devices on the Nationwide Sprint Network, Domestic Roaming calls are \$.69/minute with an additional \$.25/minute for long-distance calls.
- (2) Additional charges apply for messaging service.

2.5 Sprint Custom Bundled Voice & Blackberry Plans:

	Custom BB 400	Custom BB 1000	Custom BB 2000
NET MRC	\$49.99	\$69.99	\$89.99
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect® and Group Connect (currently unavailable for CDMA BlackBerry devices)	Unlimited	Unlimited	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Unlimited BlackBerry (without Phone As Modem)	Included	Included	Included
Unlimited 2 Way Text Messages	Included	Included	Included

CDMA Voice Plans	
	Business Essentials 400
MRC	\$46.99 NET
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Included
Direct Connect® and Group Connect	Unlimited
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included
Unlimited BB (without PAM)	Included

1,000 Messages	Included
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- A. The NET MRCs in the table above are not eligible for Service Pricing Discounts
- B. Customer’s use of the Research in Motion Limited ("RIM") BlackBerry service offered by Sprint is subject to acceptance of the RIM terms and conditions presented to Customer before Customer may download the RIM software. The terms and condition for use of the BlackBerry service are located at <http://na.blackberry.com/eng/legal/terms.jsp>, and are subject to change without prior notice to Customer.
- C. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect® features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.
- D. BlackBerry Business Plans can only be activated on a BlackBerry device.
- E. **Customer-Liable activations on the Sprint Custom Bundled Voice & Blackberry Plans will only Pool Anytime Minutes with other Customer-Liable activations on the Sprint Custom Bundled Voice & Blackberry Plans and with Customer-Liable activations on Sprint Business Essentials® Plans. The Sprint Custom Bundled Voice & Blackberry Plans will not pool with Sprint Business AdvantageSM Plans.**

2.6 Sprint CDMA Bundled Voice and Data Plans (Pro Pack):

CDMA Voice Plans			
	Sprint Custom 400	Sprint Custom 1000	Sprint Custom 2000
MRC	\$49.99 NET OF ALL DISCOUNTS	\$69.99 NET OF ALL DISCOUNTS	\$89.99 NET OF ALL DISCOUNTS
Anytime Minutes	400	1000	2000
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited Nights & Weekends starting at 7 pm	Unlimited	Unlimited	Unlimited
Shared Minutes	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Roaming	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included
Sprint PRO Pack	Included	Included	Included

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.
- (2) Phone as Modem may be added to the Sprint PRO Pack for an additional \$15 MRC. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail.

	Sprint Custom 400
MRC	\$46.99 NET OF ALL DISCOUNTS

	Sprint Custom 400
Anytime Minutes	400
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited
Shared Minutes	Included
Nationwide Long Distance	Included
Roaming	Included
Caller ID & Voice Mail	Included
Sprint Pro Pack (limit to 1,000 messages)	Included

- (1) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.
- (2) Phone as Modem may be added to the Sprint PRO Pack for an additional \$15 MRC. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail.

2.7 Sprint Voice Plan Add-Ons. The following options may be added to a Sprint voice Business Plan on a per-Customer-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

A. Sprint Data Add-Ons

Data Plan	MRC
Sprint Data Pack	\$15
Sprint Data Premier (requires Sprint Data Pack)	\$10
Sprint PRO Pack	NET \$20
BlackBerry® Personal Pack	\$30
Sprint Business Application Data Plan	\$10

- (1) MRCs expressed as “NET” in table above are not eligible for Service Pricing Discounts.
- (2) Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Customer-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.
- (3) Phone as Modem may be added to the Sprint PRO Pack or the BlackBerry Personal Pack for an additional \$15 MRC. The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail. The included email solution in the BlackBerry Personal Pack is BlackBerry Internet Service.
- (4) The Sprint Business Application Data Plan requires a Sprint business application.

B. Sprint Domestic Messaging Add-Ons. Messaging add-ons include 2-way and/or PictureMail based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	\$0	\$0.20
1000 Messages	NET \$4	\$0.20
Unlimited Messages	NET \$7	N/A

(1) MRCs expressed as “NET” in table above are not eligible for Service Pricing Discounts.

C. Additional Voice Plan Add-Ons. Voice plan add-ons require activation of a Sprint voice Business Plan. Some add-ons may not be applicable on certain voice Business Plans or devices. Charges for casual data usage are calculated on a per kilobyte basis unless Customer selects a Sprint voice Business Plan that includes a Sprint Data Pack or Customer selects a Sprint data add-on. Current casual data usage rates are available through Customer's Sprint Account Representative.

Voice Plan Add-Ons	MRC
TeamDC 250	\$10
TeamDC Unlimited	\$25
Sprint to AudioConferencing	\$5
Integrated Office – Standard Package	\$4
Integrated Office – Expanded Package	\$8
International Long Distance Savings Plan	\$4
Canada International Voice Roaming - \$0.20 per minute	\$2.99

- (1) TeamDC requires a TeamDC capable device and operates with other TeamDC capable devices only.
- (2) Sprint to AudioConferencing is limited to locations on the Nationwide Sprint Network. Calls are not eligible for inclusion while Roaming (domestic or international) or to international conference bridges.

2.8 Connection Plan

NET MRC – Unlimited Usage	\$39.99
Voice Calls, including long distance (if card is capable)	\$0.20 per minute

- A.** The NET MRC in the table above is not eligible for Service Pricing Discounts.
- B.** All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint EVDO network or the Sprint 1xRTT network. EVDO coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint EVDO network is available and an EVDO-compatible connection card is used, Customer-Liable Active Units will first attempt to connect to the Sprint EVDO network, then default to the Sprint 1xRTT network depending on coverage and network availability.
- C.** Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.9 3G/4G Connection Plan

- A.** The 3G/4G Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint 4G Network data-compatible connection card. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. This Business Plan is only available to Customer Lines domiciled in the United States.

B. 3G/4G Connection Plan Charges.

NET MRC	\$42.99
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- (1) The NET MRCs in the table above are not eligible for Service Pricing Discounts.
- (2) All pricing and available MBs are the same whether Customer-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Customer-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint Mobile Broadband Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

- (3) The 3G/4G Connection Plan includes unlimited data usage on the Sprint 4G Network, the Sprint Mobile Broadband Network and the Nationwide Sprint Network; provided however, Sprint reserves the right to deny, terminate, disconnect, modify or suspend wireless data Service if a Wireless Data Connection Device on the 3G/4G Connection Plan exceeds 300 MB/month while Roaming or engages in the following prohibited uses: server devices or host computer applications, including, but not limited to, disproportionate Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- (4) Roaming is not available on the Sprint 4G Network at this time.
- (5) Pricing is the same whether Customer-Liable Active Units use the Sprint 4G Network, the Sprint Mobile Broadband Network or the Nationwide Sprint Network.
- (6) Voice calls are not permitted and Premium Services content is not available with this Business Plan.
- (7) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

2.10 Sprint Mobile to OfficeSM Single Number Option

- A. Description.** "Sprint Mobile to OfficeSM Single Number Option" means calls from a Corporate-Liable Active Unit on either the Nationwide Sprint Network or the Nextel National Network to a pre-identified landline business phone number ("Picked Number"). The Picked Number is limited to a 10 digit domestic number. With this option, Customer may use an unlimited number of wireless minutes each month to make or receive calls between a device on either the Nationwide Sprint Network or the Nextel National Network and Customer's Picked Number. This option may not be available on Corporate-Liable Active Units activated in Sprint Service Provider Affiliate Markets. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is on either the Nationwide Sprint Network or the Nextel National Network will use Sprint Mobile to Office minutes and will not use Anytime Minutes.
- B. Eligibility.** This option is only available for Corporate-Liable Active Units with a voice Business Plan with a MRC of \$39.99 or greater.
- C. Pricing.** Sprint will charge Customer the MRC listed in the table below:

	MRC Per Corporate-Liable Active Unit
Sprint Mobile to Office SM Single Number Option	\$8

- D. Additional Terms.**
 - (1) **Roaming.** Sprint Mobile to Office is not available while Roaming. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is off the Network or in a non-participating Sprint Service Provider Affiliate Market will be treated as Roaming. Roaming charges may apply depending on the applicable voice Business Plan.
 - (2) **Use.** Sprint Mobile to Office is not available for calls made to check voicemail or obtain directory assistance, or calls made through other indirect calling methods. Only the end user that has a plan with Sprint Mobile to Office will benefit from this feature.
 - (3) **Block List.** Sprint may, in its sole discretion, prohibit certain numbers from being a Picked Number. These numbers include, but are not limited to, operator-assisted calls, international numbers, directory assistance, 900, 976 or similar numbers for pay-per-call services. These numbers will be placed on a Sprint Mobile to Office Block List. If Customer selects a number that appears on the Block List, Sprint will give Customer the option of selecting a new Picked Number. Sprint may, in its sole discretion, place a Picked Number on the Sprint Mobile to Office Block List at any time for any reason.

- (4) **Suspension or Termination.** Sprint may suspend or terminate Customer’s use of this option if: (a) Customer fails to maintain a Sprint voice Business Plan with a MRC of \$39.99 or higher; (b) Sprint suspects Customer or any of its end users of abusing or misusing the option; or (c) Sprint observes unusual usage patterns associated with the option. Sprint will attempt to contact Customer or its end users, if applicable, before interrupting or terminating the option.

2.11 Sprint Mobile to OfficeSM Single and Three Range Option

A. “Sprint Mobile to OfficeSM Single Range and Three Range options” means calls from a Corporate-Liable Active Unit on either the Nationwide Sprint Network or the Nextel National Network to a range of pre-identified landline business phone numbers (“Picked Numbers”). A “Range” means a contiguous string of up to 1,000 Direct Inward Dials (“DIDs”) that are contained within a single NPA-NXX. For example, a single 1,000 DID range could be 913-111-1000 to 913-111-1999 and three 1,000 DID ranges could be 913-111-1000 to 913-111-1999, 913-111-7000 to 913-111-7999, and 703-222-0000 to 703-222-0999. Picked Numbers are limited to ten (10) digit domestic numbers.

- (1) With this option, Customer may use an unlimited number of wireless minutes each month to make or receive calls between a device on either the Nationwide Sprint Network or the Nextel National Network and Customer’s Picked Numbers. This option may not be available on Corporate-Liable Active Units activated in Sprint Service Provider Affiliate Markets. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is on either the Nationwide Sprint Network or the Nextel National Network will use Sprint Mobile to Office minutes and will not use Anytime Minutes.

B. Eligibility. To be eligible for this option, Customer must activate and maintain at least 10 Corporate-Liable Active Units. This option is only available for Corporate-Liable Active Units with a voice Business Plan with an MRC of \$39.99 or greater. Customer is limited to one Sprint Mobile to Office option per Corporate-Liable Active Unit.

C. Pricing. Sprint will charge Customer the MRCs listed in the table below:

Package	MRC Per Corporate-Liable Active Unit
Sprint Mobile to Office Single Range Option	\$15
Sprint Mobile to Office Three Ranges Option	\$25

D. Additional Terms

- (1) **Roaming.** Sprint Mobile to Office is not available while Roaming. Sprint Mobile to Office calls made from or received on a Corporate-Liable Active Unit that is off the Network or in a non-participating Sprint Service Provider Affiliate Market will be treated as Roaming. Roaming charges may apply depending on the applicable voice Business Plan.
- (2) **Use.** Sprint Mobile to Office is not available for calls made to check voicemail or obtain directory assistance, or calls made through other indirect calling methods. Only the end user that has a plan with Sprint Mobile to Office will benefit from this feature.
- (3) **Block List.** Sprint may, in its sole discretion, prohibit certain numbers from being a Picked Number. These numbers include, but are not limited to, operator-assisted calls, international numbers, directory assistance, 900, 976 or similar numbers for pay-per-call services. These numbers will be placed on a Sprint Mobile to Office Block List. If Customer selects a number that appears on the Block List, Sprint will give Customer the option of selecting a new Picked Number. Sprint may, in its sole discretion, place a Picked Number on the Sprint Mobile to Office Block List at any time for any reason.
- (4) **Suspension.** Sprint may suspend or terminate Customer’s use of this option if: (a) Customer fails to maintain a sufficient number of Corporate-Liable Active Units; (b) Sprint suspects Customer or any of its end users of abusing or misusing the option; or (c) Sprint observes unusual usage patterns associated with the option. Sprint will attempt to contact Customer or its end users, if applicable, before interrupting or terminating the option.

**EXHIBIT B
SCOPE OF WORK**

1.0 INTENT:

The intent of this contract is to award a wireless and data services Contractor for the County and all eligible Participating Public Agencies (PPA's) including any other participating public agency in the State of Arizona and through National Intergovernmental Purchasing Alliance (National IPA). 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 best interest of the County and/or participating entities.

It is the County's intent to contract for wireless and data services only with those companies that own and operate their own Communication Network (GSM, EVDO, WiMax, CDMA, IDEN, TDMA, AMPS, D-AMPS, PCS, SMR, or CDPD) on a national basis. The Contractor must make sure that all latest technologies are included and will continue to be included for the term of the contract.

ELIGIBLE AGENCIES: The County, as the Principal Procurement Agency (PPA), has partnered with National IPA to make this contract available to qualified PPA's nationwide. This will include the County, departments, agencies, commissions and boards as well as all eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions in Arizona and nationally. National IPA provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to PPA's through multiple channels, each designed to promote specific products and services to government agencies on a national basis. As such, the Contractor must be able to accommodate a nationwide demand for these products and services and to fulfill obligations as a nationwide contractor as stated herein.

2.0 SCOPE OF WORK:

The Contractor shall provide wireless and data services to include airtime, equipment and connectivity for the term of the contract.

Sprint has read, understood and will comply

2.1 MANDATORY PLAN FEATURES:

2.1.1 Call Waiting

Call Waiting is included in the recommended Sprint services packages at no additional charge.

2.1.2 Caller ID

Caller ID is included in the recommended Sprint services packages at no additional charge.

2.1.3 3-Way Calling

3-Way Calling is included in the recommended Sprint services packages at no additional charge.

2.1.4 Blocking

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

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

Sprint can comply with these requirements. Sprint has the ability to selectively block caller ID and block caller ID on all calls.

2.1.5 Call Forwarding

Call Forwarding is included as a standard feature. While each forwarded call has a \$0.20 per minute charge; the bundle of included service minutes is not affected.

2.1.6 Access to Directory Assistance (411)

Each Sprint user will have access to Directory Assistance. Directory Assistance is billed at \$1.79 per call plus airtime.

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

Maricopa County will receive a 20% discount on all Sprint/Nextel accessories.

2.1.8 Free Mobile-to-Mobile Calling (Inter-Carrier Only); on-net calling- calling from mobile to fixed line if they are on the same network.

Mobile-to-Mobile calling is available on most calling plans at no additional charge.

2.1.9 Free Wireless Local Number Portability (WLNP)

County employees will be able to port their existing wireless number to Sprint at no additional charge.

2.1.10 No In-State Long Distance / Toll / Roaming Charges

Nationwide Long Distance and Roaming are available in most calling plans at no additional charge.

2.1.11 Pooled and Individual Volume Rate Plans (Offer Specific Breakpoints for Differing Rates)

Sprint provides an array of wireless plans to include pooling and individual plans. Please see Exhibit A-1.

2.1.12 Voice Mail

Voicemail is included in most Sprint rate plans as a standard feature.

2.1.13 Maintain full compliance with FCC E911 mandates.

Sprint maintains full compliance with the FCC E911 mandates.

Sprint has deployed location-based services for emergency services in 2 phases to comply with FCC mandates. The FCC Phase II mandate requires all wireless carriers, within 6 months of a request from a Public Safety Answering Position (PSAP), to be able to locate 67% of 911 callers within 50 meters and 95% within 150 meters using a "handset solution" or 100 meters using a "network solution." Sprint has chosen the more precise handset-based GPS solution to fulfill the requirements.

Continuing its role as the industry leader in E911 Phase II implementation, both our Nationwide Sprint and Nextel National Networks are now Phase II compatible. This is a major step forward in preparing to deliver precise GPS location information required by the FCC for 911 calls. This does not mean that E911 services are available in all Sprint wireless markets. E911 deployment, whether Phase I or Phase II, is dependent on receiving a request for service from a particular PSAP.

2.1.14 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.*

The Sprint CDMA Mobile Broadband network combined with Sprint Data Line, a private networking solution, deployed with encryption inherent within your Computer Aided Dispatch (CAD) system or provided by third party software (Netmotion) will meet AZ DPS and FBI encryption standards.

Sprint's CDMA network utilizes Code Division Multiple Access technology to provide secure, fast and reliable data communications. CDMA is a form of spread-spectrum, a family of digital communication techniques that have been used in military applications since the early days of World War II. The digital technology and architecture of CDMA offers fundamental compatibility with typical applications for access to corporate networks and databases, as well as the traditional internet or World Wide Web access through the enhanced Sprint Nationwide Network. The CDMA technology used in the enhanced Sprint Nationwide Network has many layers of added security that make it difficult to intercept. A user's voice or data traffic goes through multiple stages of encoding and encryption, as well as spreading before it reaches its destination. Six levels of protection guard the privacy of information on the radio network.

Please refer to section 2.1.3.20.3 for more information regarding inherent security on Sprint Nextel CDMA and iDEN platforms.

2.1.15 Availability of Regional and Nationwide plans

Most Sprint plans include Nationwide long distance and roaming at no additional charge. Please see Exhibit A-1.

2.1.16 Synchronization for down/up load

Sprint offer three mobile enterprise e-mail solutions that enable secure and reliable access to your corporate e-mail accounts:

The BlackBerry Enterprise Server Solution

The BlackBerry Enterprise Server Solution (BES) is a device-centric, Internet-based or IT-friendly in-house hosted solution that can securely extend business information and enterprise applications to mobile professionals. BES from Research in Motion (RIM), the first enterprise-class mobile e-mail solution on the market, is Sprint's leading mobile e-mail solution. The terms "BlackBerry" and "mobile e-mail" have become synonymous; such has it become a part of the corporate infrastructure.

BES is delivered with full management and control capability and offers the ability to define and implement provisioning, security and software distribution policy with a fine level of granularity. While previously criticized for its blank and restricted range of handsets, the latest generation of BlackBerry devices offers substantial diversity and choice in terms of form factor, features and function. The BES solution is available with Sprint and Nextel BlackBerry devices.

Microsoft Windows Mobile with Direct Push via ActiveSync

By far, the most popular technology, used world-wide, is Microsoft's ActiveSync protocol. Windows Mobile allows Windows Mobile 5 and 6 devices to synchronize with Exchange 2002 and 2007 using "push" technology (similar to the BlackBerry solution) wirelessly and automatically. While using the ActiveSync protocol, Windows-based wireless devices will be able to get instant e-mail notifications and save personal and contact data to and from the e-mail server in real time. The transfer is performed just like the regular desktop synchronization between mobile devices and the Microsoft Outlook e-mail client through the ActiveSync desktop application. It is automatically triggered by the server when a new event occurs or by the client if the modification or update is performed on the handset. The Push e-mail technology can definitely help employees work more effectively and get mission-critical information in real time, right when you need it.

Additional E-mail Clients

Palm WebOS

Palm's webOS is the first mobile platform to be built from the ground up to combine standard technology, innovation and integration. At its core, webOS leverages several industry-standard technologies, including web technologies such as CSS, XHTML and JavaScript. On top of that, Palm has included creative and innovative advancements to enhance the overall user experience and has deeply integrated all elements within the platform.

Sprint Mobile E-mail Work

Sprint Mobile E-mail Work supports Microsoft Exchange 2000/2003/2007 accounts (via your phone's Microsoft Outlook client) and Lotus Domino 6.0/6.5/7.0 accounts (via Desktop Redirector software you can download to your PC and then use to direct e-mail to your phone). Setup is easy and e-mails are pushed to your phone as they reach your desktop inbox, so employees will always be in the loop.

- 2.1.17 On-Site equipment installation services for vehicles.

Please contact your local Account Team for a recommend provider should installation services be required.

- 2.1.18 PM services twice a year, to include upgraded software and/or firmware versions.

Sprint has read, understood and will comply.

Sprint takes pride in its ability to balance customers' needs for innovative services and a network free of service disruptions often associated with integrating new feature sets. Sprint's approach to new technologies is focused on leveraging our integrated network, performing "behind-the-scenes" upgrades, and employing gradual migrations when necessary to implement our most sophisticated new technologies.

One of the advantages of Sprint over other nationwide wireless providers is the integration of our voice and data networks. Users do not need frequent handset replacements or risk reduced coverage whenever enhancements are added to equipment or services. Our tight integration typically results in fewer necessary major upgrades in each subscriber market to implement sophisticated new features. For instance, our data services are not reliant upon complex network overlays to provide our diverse array of data services such as two-way messaging, Java applications, and other online features. Rather, our cell sites, switching centers, and other network elements work in unison to offer fully integrated services to our customers.

Because of our network architecture, many of our mobile technology upgrades are accomplished without disrupting our customers' experience. As an example, our rollout of the nation's largest nationwide push-to-talk service, Nextel Direct Connect (NDC), was completed on an aggressive time schedule without handset upgrades or wide-scale network outages. Similarly, some of our earlier model handsets were not equipped with a speakerphone capability. However, Sprint and our manufacturer understood the benefit this provided to our customers and made a downloadable speakerphone upgrade available on the Internet at no charge.

Many carriers require an upgrade program to protect their customers against devices becoming obsolete due to changes in technology. Sprint devices are "backward compatible" - with feature and capability upgrades predominately network-based. Current Sprint devices will continue to function seamlessly as network upgrades are performed (some will require a software upgrade to the handset, completed at Sprint's retail stores nationwide at no cost or Over-The-Air on most devices.)

Connection Cards will automatically download software and firmware upgrades. As Sprint upgrades network elements, new packages are loaded to Sprint's auto-update

server. The subscriber's laptop software occasionally checks this server and the subscriber is prompted to download and install the upgrade(s).

The network, in fact, is designed to provide significant backward compatibility. Handsets manufactured five or more years ago still operate across both Sprint's CDMA and iDEN networks. Regardless of any future technology integrations requiring customer action, Sprint will coordinate with our customers to help eliminate service disrupting events, which would lessen our subscribers' overall wireless communications experience.

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

Sprint has read, understood and will comply.

Sprint recommends our Mobile-to-Office calling feature. Sprint Mobile-to-Office is a value-added feature available to corporate-liable or individual-liable subscribers for an additional charge. This feature provides unlimited voice calls between a Sprint mobile device and a pre-identified office phone number or range of office numbers. Calls from a mobile phone to the chosen number and incoming calls from a chosen number are rated as Sprint Mobile-to-Office calling. This is a valuable attachment for customers who make frequent calls to a single business phone number, as Anytime Minutes are saved for other call types, reducing the possibility of overage charges.

Mobile to Office Calling Plan pricing is included in Exhibit A.

2.1.20 Free Nights and Weekends Calling

Sprint offers 7pm Nights & Weekends on most calling plans. Sprint also offers a 6pm Nights & Weekends add-on for those who require the additional hour.

2.1.21 Free Nationwide Long Distance Calling

Most Sprint calling plans include nationwide long distance and roaming at no additional charge.

2.1.22 Overage Management

2.1.22.1 Ability to dynamically purchase additional calling minutes to avoid plan overage fees

Maricopa County has the freedom to change plans at anytime during the contract term without penalties. This allows for Maricopa County to have the best rate plans that meet your needs.

2.1.23 Flexibility to change plans or promotional plans

The County is eligible to activate service under currently available promotions as well as change to any standard plans during the life of the contract without penalty.

2.1.24 DESIRABLE PLAN FEATURES & OPTIONS:

2.1.24.1 Call Plan Options

The County may choose from any published rate plans Sprint offers.

2.1.24.2 Free Incoming Minutes

The Sprint Business Essentials Plan is our core wireless voice offering for Corporate-Liable (CL) and Individual-Liable (IL) business customers. Business

Essential plans provide buckets of minutes which can be pooled across users on an account. It also provides Unlimited Sprint Mobile-to-Mobile Calling and Unlimited Nationwide Nextel Direct Connect including Group Connect. Cellular minutes pool across all tiers within a Sprint Business Essentials account. With Sprint Mobile to Mobile Calling, the County employees receive unlimited minutes for calls between Sprint PCS Phones, as well as most Nextel Phones. This is a valuable feature for employees who often call other Sprint phones because Anytime Minutes are saved for other call types.

2.1.24.3 Month-to-Month Roll-Over Minutes

Sprint offers a number of competitively superior alternatives to “rollover minutes” to maximize Maricopa County’s wireless usage. The Sprint Business Advantage plans include unlimited Night & Weekend Minutes starting at 7 p.m., unlimited Nationwide Direct Connect, unlimited Sprint Mobile-to-Mobile Calling, as well as add-on options like Mobile-to-Office, or Nights Starting at 6 p.m. The Sprint Business Advantage Plans also allows pooling of minutes, which provides teams of users to pool voice minutes for use between team members. Sprint’s options are built to “right size” your employees’ plans rather than managing unused minutes.

2.1.24.4 Data Network Access over Carrier Network GSM and CDMA Mobile Data Service Plans (i.e. Blackberry or comparable), Equipment, & applicable application accessories.

Sprint offers Unlimited Email & Web Access plans for various leading PDA device manufacturers including: BlackBerry, Palm and HTC.

2.1.24.4.1 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 surpluses.

When a mobile device is lost or stolen, the potential security risk can be significant. Mobile devices often contain sensitive business data, including personally identifiable information of employees and customers, sensitive e-mail messages, and other items. Sprint Bluetooth-enabled smartphones have local and remote termination capabilities to help protect County data.

Lost/stolen device erasure (also known as “the kill pill”) provides the capability to remotely and automatically deactivate devices and destroy proprietary data. If the device is not turned on, erasure will take place when the device is turned on and tries to sync with the server. System administrators can configure varying levels of data elimination:

- ◆ Lock out the device so it cannot sync
- ◆ Delete only e-mail and PIM data
- ◆ Delete selected applications, files, and data
- ◆ Delete data on removable storage media
- ◆ Kill (hard reset) the device to remove all data and apps

Windows Devices

Exchange ActiveSync addresses the potential security risk of losing sensitive data by providing two levels of device-wipe capability. Wiping the device locally or remotely has the effect of performing a factory or “hard” reset; all programs, data, and user-specific settings are removed from the device. The Windows Mobile device wipe implementation wipes all data, settings, and private key material on the device by overwriting the device memory with a fixed bit pattern, greatly increasing the difficulty of recovering data from a wiped device. Device wipe in Windows Mobile 6 powered devices also includes wiping the removable storage card.

- ◆ **Local device wipes** are triggered on a device with device lock enforced if a user incorrectly enters a PIN more than a specified number of times (the policy default is 8 times, but the administrator can adjust this

value). After every two missed attempts, the device displays a confirmation prompt that requires the user to type a confirmation string (usually “A1B2C3”) to continue. This prevents the device from being wiped by accidental key presses. Once the PIN retry limit is reached, the device immediately wipes itself, erasing all local data.

- ◆ **Remote wipes** occur when the administrator issues an explicit wipe command through the Exchange ActiveSync management interface. With OWA 2007 and Exchange Server 2007, the device user can also initiate a wipe command if they've lost their device. Remote wipe operations are separate from local wipes, and a device can be wiped remotely even if Exchange ActiveSync security policies are not in force. The wipe command is pushed as an out-of-band command so that the device receives it on its next synchronization. The device sends an acknowledgement message when it receives the wipe command, alerting the administrator that the wipe has occurred. The device user cannot opt out of the remote wipe.

BlackBerry Remote Termination

To remove data from a BlackBerry, the BlackBerry Enterprise Server (BES) administrator must perform the following steps:

- ◆ First apply the “Erase Data and Disable Handheld” IT policy rule to the BlackBerry smartphone user account for the “Remote Wipe Reset to Factory Defaults” IT policy rule to be implemented.
- ◆ In BlackBerry Manager, in the left pane, click BlackBerry Domain.
- ◆ On the Global tab, click Edit Properties.
- ◆ Click IT Policy.

The BES administrator can also assign the “Remote Wipe Reset to Factory Defaults” IT policy rule to the BlackBerry user account to remove the IT policy and reset the BlackBerry smartphone to factory defaults.

2.1.25 EQUIPMENT OPTIONS (PHONES & OTHER COMMUNICATION DEVICES):

Sprint Buyback

The Sprint Buyback program offers financial incentive to current and new Sprint subscribers who turn in up to three eligible wireless devices, per active line of service, per year. Sprint Buyback accepts all eligible wireless devices, regardless of manufacturer or carrier, through its program, so customers who have an old phone from a Sprint competitor can still be rewarded for doing the right thing. Customers can take their unwanted phones to one of the more than 2,400 participating Sprint stores nationwide, participate via the program’s Web site (www.sprintbuyback.com), or call the toll-free hotline (866-364-5680). Shipping is free.

2.1.25.1 Bio-Metric Personal Identification

Through our partnership with Bio-Key, Sprint supports a variety of biometric solutions which provide advanced identification solutions and information services to both the private sector and government, including law enforcement departments, and public safety agencies.

2.1.25.2 Biotelemetry (e.g. GPS)

Whether you need location, navigation, management or automation services, GPS and mobile solutions from Sprint can help get it done now, keeping your vehicles in sight, your engineers alert and your cargo safe, even when they’re miles away. With enhanced tracking solutions, you can optimize routes and loads with improved planning, reduced overtime and on-time repairs, resulting in reduced costs and more efficient work days.

These solutions, in collaboration with our partners, provide the following

- ◆ **Locate & Navigate**
- ◆ **Track & Manage**

◆ **Automate & Compute**

2.1.25.3 Camera/Video picture transmission

Camera/Video picture transmission is available on most Sprint handsets and devices.

2.1.25.4 Dual/Tri-Mode/Quad-Mode which include multiple digital modes and frequency bands

Sprint devices are high-quality wireless phones from leading manufacturers such as HTC, LG, Motorola, Sanyo and Samsung. The County can choose from a wide variety of single-band, dual-band/dual-mode and dual-band/tri-mode phones to meet business requirements.

2.1.25.5 GSM capable for International coverage as applicable

Sprint Worldwide extends the benefits of mobility to your employees who travel internationally. Our international wireless portfolio includes:

Sprint Worldwide Voice Roaming

Sprint customers with Sprint or Nextel devices can enjoy a comprehensive set of solutions that allows extensive voice coverage worldwide. Sprint offers voice service in over 180 countries worldwide.

Sprint Worldwide Data Roaming

Depending on the device you are using and the country you are visiting, you will have access to different wireless data services. Users can benefit from data access while roaming onto partner networks, which allow you to stay connected to the web, BlackBerry e-mail, mobile e-mail, and Active Sync.

Sprint Wi-Fi Access

You can access the Internet via hotspots around the world. Currently Sprint offers more than 6000 hotspots internationally to Sprint and Nextel users.

International Direct Connect

Sprint offers direct connect users the ability to make calls to and from other iDEN countries, enabling you to connect in less than a second with industry-standard Nextel Direct Connect. Currently, International Direct Connect is offered between the U.S. and Canada, Mexico, Peru, Brazil, Chile, and Argentina.

Sprint Worldwide Long Distance Calling Services

With Sprint Worldwide Calling services (for customers with both Sprint and Nextel devices), your employees can make calls from the U.S. to colleagues in international locations from their mobile phone and be sure they are getting the most competitive calling rates in the industry.

Those frequently making international long distance calls can choose a Sprint Worldwide Long Distance Plan (for \$4 per month) to call other countries around the world at a lower per minute rate. Infrequent callers can choose our standard international long distance rates. No monthly fee applies, just pay for the minutes you use at the standard per minute rate

2.1.25.6 External Data ports for computer connection: minimum 56kb throughput rate

Many Sprint handsets and devices have the capability to act as a modem allowing the user to access the internet through their phone.

2.1.25.7 Two way push-to-talk with less than 3 second access time, and 1 second latency

Sprint is the only carrier that offers Direct Connect latency to be less than 500 milliseconds, or less than 1/2 of a second. Time of day and call traffic patterns affect this time. Previous testing on the live network showed an average of 350 milliseconds.

2.1.25.8 Two-way text messaging on voice phones

Sprint offers Text Messaging in the form of Short Messaging Services (SMS) -- available on both the Nationwide Sprint and Nextel National Networks.

2.1.25.9 Direct hearing-aid compatible phones (magnetic loop or headset)

Most Sprint handsets and devices are TTY and Hearing Aid Compatible – M4/T4.

Teletypewriter (TTY)-compatible wireless phones

A TTY allows persons with hearing and/or speech loss to make or receive telephone calls by typing their conversations, via two-way text. Sprint devices widely available today are TTY-compatible. Using a cable, TTY users attach their Sprint device to a TTY device, which looks like a small typewriter with an LCD display. After their calls connect, they can transmit and receive TTY text messages.

Hearing Aid Phone Compatibility and Ratings

For a list of devices that are recommended for hearing aid compatibility, please go to: http://www.sprint.com/landings/accessibility/hearing_aid.html

2.1.25.10 GPS based map display phones

GPS based map displays are available on most Sprint handsets and devices.

2.1.25.11 Radiotelephones with hardened cases. This may be in the form of rubberized cases or corners, or rounded, hardened plastic corners. These phones shall be able to sustain a drop from 3' height onto a concrete surface, on any three axis, without damage.

Sprint offers the largest selection of rugged push-to-talk phones built to military specifications.

2.1.25.12 Dual number capability

Sprint offers dual number functionality on our Nextel iDEN handsets and devices.

2.1.25.13 Hands free units for vehicles

Sprint offers portable and installed hands-free kits for most handsets. Options include portable car kits equipped with removable visor clip, a vehicle power adapter and rechargeable battery allowing additional talk time up to 12 hours. Other options include having a professional certified installation technician install a cellular phone cradle mount to your vehicle's dashboard or console. Sprint offers several varieties of vehicular hands free solutions.

Please visit the Sprint website for the latest information and pricing at www.sprint.com

2.1.25.14 Import/Export Data (e.g. via CDPD, CDMA, EVDO, 1xRTT, EDGE, Wi-Fi, Bluetooth, WI Max etc.) and any other technologies that become incorporated into vendors business solutions

Sprint supports the ability to import and export data via: CDMA, EVDO, 1xRTT, WiFi, Bluetooth and Sprint 4G (WiMAX).

2.1.25.15 Java Programmable

Most Sprint handsets and devices are Java programmable.

2.1.25.16 Personal Data Assistant (PDA)

Sprint offers a large selection of smartphones which are data-capable handsets featuring PDA functionality. Available devices are powered by Palm, Windows and Qualcomm's Real time Executive (BlackBerry) operating systems. These devices consolidate voice calling and information management in an all-in-one productivity tool operating on either the enhanced Nationwide Sprint Network or the Nextel National Network. The County employees can update address books, calendars and contact lists on the go; check inventory between meetings; view, send and receive e-mail with attachments and text messages, even upload a restaurant guide to find a suitable place for an upcoming client dinner; all at the touch of a button.

2.1.25.17 Site-Specific Repeaters to Improve Service Accessibility

Sprint has been doing business with Maricopa County for the last 9 years. In this time we have installed six Bi-directional amplifiers within key county facilities. This has been at no cost or commitment.

Sprint's Converged Network Solutions (CNS) organization is available to work with the County to investigate site-specific concerns and develop an in-building solution if needed

2.1.25.18 Web Browser

County employees will be able to access the web through most handsets and devices. County employees can select the proper plan or feature to support their usage needs at an economical rate.

2.1.25.19 Equipment Refresh Program

Sprint will proactively contact the County annually with various offers to replace existing handsets at little or no cost.

2.1.25.20 IP-Based Applications

2.1.25.20.1 "Canned" Programs

Sprint-billed Mobile Business Application Partners are companies who offer best-in-class wireless data solutions worthy of preferred treatment in Sprint and Nextel product portfolios. Solutions from these partners complement our existing product offerings by addressing specific needs within target vertical markets. Mobile Business Application Partners work with Sprint via a formalized co-marketing agreement, receive dedicated product management support, and their solutions are individually launched to Sprint's sales force.

The Sprint sales force proactively sells product with partner and is commissioned for total service (data and application services billed through Sprint), care

organization is trained and able to provide limited product support, STIC tests and verifies product releases.

2.1.25.20.2 Custom Programming Services

Sprint prides itself in working with developers of all sizes to build and launch new applications. Our Business Applications Developer Program enables developers to leverage the power of Sprint networks to:

- ◆ Ensure network platforms and tools (SDKs and APIs) are available to developers
- ◆ Use open telecom standards where appropriate
- ◆ Provide developers a clear migration path to higher level Partnership models
 - developer.sprint.com (web URL)
 - businessdevelopment@sprint.com

2.1.25.20.3 Security Services

In the information age, guardianship of information is crucial to the success of both Sprint and our customers. Sprint provides a level of security for its customers that meets or exceeds industry standards and best practices.

System security and associated fraud controls such as voice encoders are a significant advantage of the Nextel National Network, which operates on integrated Digital Enhanced Network (iDEN) technology. iDEN provides exceptional protection against unauthorized signal interception and handset cloning through our use of digital cellular technology, world-class modulation and demodulation processes, sophisticated handset authentication schemes, and advanced 128-bit data encryption.

In addition, the inherent security of CDMA air-interface results in a safe, secure wireless solution for all industries.

Additional detail on the Sprint CDMA and Nextel iDEN network security can be provided upon request

2.1.25.20.4 GPS enabled Services

Xora TimeTrack

As part of our dedication to providing the County with exceptional value added services to set you apart from the competition, Sprint offers Xora GPS TimeTrack (GPS TT), which allows the County to sign-up, manage and dispatch workers with an internet-connected PC. These features, coupled with comprehensive back-end integration capabilities, provide GPS TimeTrack users the ideal tools to reduce overtime costs, improve worker productivity, leverage investments in back-office/dispatch applications and increase customer satisfaction. Low pricing, no upfront hardware costs, and choice of products and devices make GPS TT a value added option if the County is looking for comprehensive mobile workforce management solutions.

GPS TT is an integrated solution for companies of all sizes. Its java application and optional add-on modules are supported on many devices, including the BlackBerry lines. Now, institutions needing employee timesheet entry, work order management, location tracking, geofencing, route information, driving directions, image capture, barcode scanning capabilities, and supervisor monitoring functionality can obtain this functionality through the use of either a Nextel Java/GPS enabled handset or a BlackBerry

2.1.25.21 Rental versus purchase of equipment and insurance plans with deductible

Sprint currently does not offer rental plans. Sprint does offer a comprehensive insurance and protection plans to protect above and beyond the standard manufactures warranty. Additional information including protection plan costs can be found at: http://shop.sprint.com/en/services/service_repair/index.shtml.

2.1.25.22 Inventory control by department, possibly through web access

Sprint's Telecom Manager eCenter is a single entry point to access several account management tools to assist telecom managers with self service account activities and transactions which can be located at www.sprint.com/ecenter. The Wireless page provides the following services:

- ◆ Order/Upgrade Devices (free shipping)
- ◆ Modify User Names/Alias
- ◆ Add/Delete/Restrict Features
- ◆ Change rate plans
- ◆ Additional management tools found on the Wireless tab include:
 - Sprint Mobile Synch
 - Mobile Application Manager
 - Business Mobility Framework Manager
 - Nextel Talkgroup
 - Nextmail
 - GPS Services
 - MyNextel Address Book

Manage Mobility

Brief Summary of Manage Mobility/Sprint Relationship

In order to provide best-in-class service and support, Sprint leverages its internal value-add channel of certified Business Solution Providers. Over the past four years Sprint has partnered up with top-ranked Solution Provider, Manage Mobility, to provide the ordering and fulfillment requirements across Public Sector, Enterprise, and Strategic accounts. Together, we successfully deliver the highest level of service and support to our Public Sector and large Strategic customer base. By leveraging Manage Mobility, Sprint will be able to manage the migration and fulfillment requirements outlined by PRS, while providing all of our elite wireless products and services available today. In addition, the Sprint/Manage Mobility relationship can offer a support model for the existing wireless devices already issued in the field, enabling a full-service and centralized procurement & management structure. Manage Mobility specializes in working with key wireless devices including the windows mobile devices and the support of these devices through our customer support team.

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

Sprint's ability to provide support during emergencies is highly regarded. Please see below for examples of our experience as well as the options available to the County.

Sprint's Business Continuity Office (BCO) and the Engineering and Operations Team (EOC) continually monitors emergencies and mobilizes personnel, equipment and infrastructure—Temporary Cell Sites on Wheels (COWs) and Satellite Cells on Light Trucks (SatCOLTs) to impacted areas to immediately provide expanded coverage for emergency responders and other customers.

In the event of an emergency, such as a tropical storm or a hurricane, Sprint is prepared to assist first responders and public safety agencies that require effective interoperable wireless communications by providing mobile cell sites to extend our standard network coverage area. In many such emergencies, the need for interoperable communications extends well beyond the traditional emergency responders like police, fire and emergency medical services (EMS), to include utilities, disaster-relief workers and government agencies at the federal, state and local levels. Each scenario has different criteria and response times. If the issue is coverage related, Sprint's Radio Frequency (RF) engineering team will conduct an analysis of the site to determine appropriate needs that may include deploying mobile cell sites. These mobile cell sites may be either our Cell Sites on Wheels (COWs) or our Satellite-based Cells on Light Trucks (SatCOLTs).

Sprint bases the criteria for SatCOLTS or COW deployment during network outages on the magnitude of the outage and the potential benefits gained by deploying the SatCOLT or COW. If SatCOLT or COW deployment is a realistic resolution for a disaster (such as the World Trade Center), it can be deployed in as little as three days,

although this requires a great deal of cooperation with the local telephone company. The newer COW model “Super COWs” have microwaves, which significantly decrease set up time.

Sprint can deploy SatCOLTs and COWs in both urban and rural areas, which we linked to nearby permanent Sprint cell sites via microwave or T-1 facilities. This linkage allows the transmission of voice and data services from a subscriber’s handset to the network and subsequently the rest of the Public Switched Telephone Network (PSTN). Sprint has deployed thousands of SatCOLTs and COWs, some of which have been in heavy use for several months.

SatCOLTs provide the same voice and data traffic transmission capabilities as the standards COWs, but use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band instead of a T-1 or microwave connection to transmit to the permanent Sprint network and the PSTN. SatCOLTs can support up to four T-1 lines, only one of which is needed for the SatCOLT’s backhaul to the network.

Sprint may use the other T-1 lines to support additional data transmission, up to and including video in limited situations. SatCOLTs are most valuable in areas where a T-1 backhaul connection is not available or prohibited due to time constraints, geographic location, legal restrictions or the specific conditions of an emergency. SatCOLTs employ the same type of satellite and frequency as commercial satellite television providers such as DirecTV and the Dish Network.

Deploying SatCOLTs and COWs for Non-Emergency Events

There is a separate process for the County to request a SatCOLT or COW to fulfill a marketing need (partner event, large business request, or major event like the Super Bowl). First, the County must contact your Sprint Account Representative and request a SatCOLT or COW. The account representative will then forward your request to our corporate headquarters, who will evaluate the economic value of deploying a SatCOLT or COW. Because our SatCOLTs and COWs need to be available for emergency network outages and large sales marketing events, our network will need at least two months notice for the County to use a COW due to leasing, zoning and FAA requirements.

Costs for using the SatCOLT or COW can vary from about \$8,000 (for an easily deployed Super COW) to \$50,000 (for a multi-carrier COW), depending on type of COW requested and availability.

2.2 DATA CARRIER SERVICES:

The vendor/carrier provider may offer a separate proposal for digital data-only service on a (Phoenix-Tucson-I10 Corridor) basis. Such data service should be a packet switched type network, although streaming data is allowed if demonstrated that peak-hour message delivery time is not greater than 10 seconds. Data service coverage should be 98% of the Phoenix and Tucson metro areas, to a 3 watt mobile data radio in a vehicle with a 3 dB gain outside antenna. Ideally coverage would encompass all of Maricopa County. These service areas may include rural areas as serviced by Law Enforcement personal. The Contractor shall produce RF Propagation maps (generated by an independent third party company like Nielson rating services) for their Data Network.

Pricing for such data service MUST be a flat monthly charge, based upon unlimited usage within the entire service area. Systems which have been determined to meet the intent of this specification include but are not limited to the CDPD network, and the SBC Mobitex network and EDNO. The Contractor must meet AZ DPS and FBI encryption requirements.

Sprint has read, understands and can meet the majority of this requirement. Sprint respectfully cannot provide coverage to 98% of the County but does cover a good portion of the County. Currently, Sprint provides coverage to the major cities located in the County. Sprint does have roaming agreements with carriers to provide additional coverage throughout the County.

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

Please refer to section 2.1.3.20.3 for more information regarding inherent security on Sprint Nextel CDMA and iDEN platforms.

2.2.1 DATA DETAIL:

Sprint Mobile Broadband is Sprint's name for the nationwide wireless service that runs on the Nationwide Sprint Network that provides high-speed data connectivity. With 99% of Sprint's EVDO network currently Rev A deployed, customers can experience:

- ◆ Average download speeds of 450-800 Kbps per second (Kbps); with peak speeds reaching 3.1 Mbps
- ◆ Average upload speeds are 300-400 Kbps; with peak speeds of 1.8 Mbps. Peak speeds may be reached when optimum connectivity is established (i.e., when a customer is near a tower and there are few others using the nearby service).

Sprint is leading the industry in coverage— cumulatively more than 272 million people can access Sprint Mobile Broadband in 18,701 cities and 1,846 airports. Sprint is committed to building the most comprehensive, highest-performance Mobile Broadband Network that would allow users to do more with Mobile Broadband than any other carrier.

Sprint's Mobile Broadband allows the County to extend the workplace beyond the office building and provide your staff the ability to work virtually anywhere with the same experience and security protocols they would receive in a typical office setting. Sprint's Mobile Broadband redefines the work environment for remote networking and mobility for our customers; our mobile broadband data solutions offer increased connection speeds for data downloads and reliable access to company information, e-mail and other online resources on the nation's largest coverage footprint, increasing productivity and efficiency and reducing your operations costs.

With Sprint Data Link, the County benefits from an innovative wireless networking solution that affords mobile or remote workers secure real-time access to your enterprise network. Sprint Data Link provides a direct connection between the Sprint Mobile Broadband Network and your enterprise network - regardless of your network provider. As a result, your data traffic does not touch the public Internet, and security is not compromised.

In addition to secure access, Sprint Data Link provides flexibility to meet the specific requirements of your business. Sprint Data Link supports two primary applications:

- ◆ **Sprint Data Link for Wireless Wide Area Network (WWAN):** Using a Sprint-certified Wireless WAN device, you can transport data from your fixed or transportable locations, or backup existing wireline data transport methods. The solution is ideal for low-bandwidth applications, such as point-of-sale devices, sales kiosks, ATM machines and monitoring devices. It also provides an alternative or backup to 56 kbps SprintLink Frame Relay, ISDN, DSL or broadband.
- ◆ **Sprint Data Link for Mobile Access:** Using a Sprint Mobile Broadband Connection Device, your mobile employees can securely access the intranet, e-mail and other mission-critical corporate applications – without the overhead associated with IPsec clients.

Powered by WiMAX technology, Sprint 4G provides Wi-Fi like experience in a city-sized hotspot. WiMAX (Worldwide Interoperability for Microwave Access) is a Fourth Generation technology (4G) created specifically for internet applications, services, and security, but designed for mobility. Technology provides reliable, broadband connections over large areas – even in challenging city environments. Think of it as the mobile version of basic DSL or Cable internet service – a city-sized hot spot! Add to this the nation's first dual mode 3G/4G device, which can take advantage of Sprint 4G turbocharged performance where available, but revert to the coverage and reliability of Sprint's 3G Mobile Broadband where it isn't.

The next generation of mobile broadband service, 4G, offers faster speeds and more capacity for higher bandwidth applications. Sprint 4G represents a **shift in the way people will use mobile broadband**. Businesses, consumers and local governments will be able to extend their Internet experience beyond home or office use. Sprint 4G delivers average speeds of 2-4 Megabits downlink (and 0.5-1.5 Megabits uplink) in service areas. Sprint 4G is capable of peak speed of up to 12 Mbps downlink and up to 5 Mbps uplink in some service areas and cities.

For further details on custom Sprint 4G solutions, please contact your Sprint account team.

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

2.3 MANDATORY CONTRACTOR BUSINESS REQUIREMENTS:

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

- 2.3.1 Shall Own & Operate Their Own Communication Network(s) (GSM, CDMA, IDEN, TDMA, AMPS, 3G and maybe even 4G))

Sprint owns and operates our CDMA and iDEN networks

- 2.3.2 Shall Not Impose A Minimum Term Length for Calling Plans

The County will not be charged termination fees per Exhibit C. For non-profits and private educational institutions, Wireless Services require a minimum service term ("Minimum Service Term") that begins on the wireless device purchase date and ends 12 months later.

- 2.3.3 Shall Not Impose Service Activation Fees

Activation fees are waived for the County per Exhibit C.

- 2.3.4 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)

The County will not be charged termination fees per Exhibit C. Service terminations for non-profits and private educational institutions before the end of the Minimum Service Term are subject to an early termination fee of up to \$200 per terminated Customer-Liable Active Unit,

- 2.3.5 Shall Provide a Service Availability Topography Map for Arizona and for the entire continental United States. Upon request, the Contractor shall provide for all PPA's actual RF propagation maps of the Contractor's network.

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

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

Sprint has read, understood and will comply

- 2.3.7 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.

Sprint has read, understood and will comply.

One option available to the County is our Seasonal Standby (Vacation) Plan. The Sprint Seasonal Standby (Vacation) Plan is an option for customers who will not be using their device for up to 6 months.

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

Sprint is committed to offering flexible billing and reporting, to meet your business needs. Our customer-friendly billing system, Ensemble, provides you with the structure the County needs to easily manage internal accounting, and the detail you need to view and control usage and costs. Several billing options are available, including: paper invoices (hard copy), Electronic Data Interchange (EDI), Data Direct, Wireless Manager (online billing) as well as SmartCD+ and Electronic Billing & Analysis (eBA) reporting and account management tool.

Our invoices provide itemized monthly recurring charges and detailed information on access and usage. The standard invoice breaks out service charges by cellular, long distance, Sprint Worldwide service, Messaging and Direct Connect charges. The Call Detail section of the bill lists all calls made by each subscriber on the account and provides specifics on call length, date and time. A separate Equipment Summary section displays equipment charges. All taxes and fees are also listed separately. Any discount, adjustment or credit applied to the account during the billing cycle is listed in the Adjustments to New Charges Summary section

2.3.8.1 Two (2) Separate Billing Accounts

Sprint will work with the County to set-up the billing account(s), including defining two separate billing accounts.

2.3.8.2 Itemized Charges (one for equipment and one for airtime) The County wishes to import all billing and equipment data into a separate application for charging back their internal departments. The proposer's billing must be machine readable form so that all data can be imported.

Sprint can provide itemized changes on separate reports

2.3.8.2.1 State billing methods available to the County. (i.e. paper and cd, web portal, EDI, XML, etc....)

Sprint can accommodate all of the billing methods that the County has listed above.

2.3.8.2.2 As an attachment; provide all data fields available, their variable lengths and characteristics. (i.e. time, currency, date, text, etc...)

Sprint can accommodate the items listed above within an attachment upon request.

2.3.8.2.3 All electronic billing must match paper invoices. Note: The County will pay based on electronic billing format.

Sprint can accommodate this requirement

2.3.9 Equipment (Phones & Other Communication Devices)

Please see the following www.sprint.com for a complete overview of Sprint's phones and other communications devices. Current device pricing will be provided upon request by the Sprint account team.

- 2.3.10 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. Billing for spare devices will begin when those devices are activated only.

The Sprint Account Team will provide one (1) spare handset per 25 active handsets of similar type, maximum of 20 handsets of similar type. These handsets can be used for emergency activation or spares, not to replace the standard ordering process for new devices. The Sprint Account Team can meet this timeline.

- 2.3.11 Equipment & Supplies Delivery

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

Sprint has read, understood and will comply

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

Sprint has read, understood and will comply

- 2.3.12 Electronic Billing Data Shall be received within 10 Days of the Close of the Billing Cycle

Sprint can deliver electronic billing data within 10 business days of the close of the billing cycle

- 2.3.13 Shall provide option for Split Liability Billing

Please refer to item 2.1.3.22 for information on this requirement.

- 2.3.14 Dedicated Account Service Representative available 8 to 5 Monday through Friday Mountain Standard Time

The Dedicated Account Service Representative for the County will be Christina Namanny. Christina will be available Monday through Friday from 8 to 5 to assist the County as needed.

- 2.3.15 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.

Sprint has read, understood and will comply

- 2.3.16 Replacement Equipment shall be received within 48 Business Hours, i.e., Two Business Days, of Placing Order.

Through the available on-shelf spares and retail warranty options Sprint can meet this request. Sprint has provided the address of the retail location available in the County below:

Sprint - 3534 E. Broadway, Phoenix, AZ 85040

- 2.3.17 Wireless Local Number Portability (WLNP) Requests shall be completed within Two (2) Business Hours, i.e., Two Business Days, of Placing Order.

Sprint's normal business practices will require 2 to 3 days for shipping and 2 to 24 hours for porting. Under extenuating circumstances these timeframes may not be met.

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

Sprint offers advanced Public Safety services to provide agencies with supplemental system features which will enhance their ability to effectively respond to emergencies, as well as improve continuing operations. Sprint's services are referred to as Priority Connect and Emergency Group Connect, and are supported by Premium Public Safety Customer Care. Pricing for the Public Safety Package is included in Exhibit A.

Priority Connect

Sprint's dispatch Priority Connect is a feature that provides subscribers with priority access to the Nextel National Network and its resources during times of congestion. At these times, such as in an emergency, calls from those who subscribe to the Priority Connect service are queued in order of precedence, increasing the likelihood their Nextel Direct Connect calls will be completed. The Priority Connect feature is available only for Direct Connect calls, not for cellular calls.

The priority queuing capability allows Nextel's National Network to have multiple priority levels. These levels determine which calls receive access when all Direct Connect channels are busy, and which calls are assignable on an individual basis. Higher-level priority users will automatically be placed higher in the call back queue than lower level users. Users within the same priority level will be assigned channels on a First-In-First-Out (FIFO) basis. When a channel becomes available and there are active call requests in the queue, the system automatically assigns the first available channel to the top of the call back queue and notifies the call initiator with an audible tone.

Wireless Priority Service

Wireless Priority Service ("WPS") allows authorized National Security and Emergency Preparedness ("NS/EP") personnel to make cellular calls during an emergency when channels may be congested. WPS is the interconnect complement to Sprint's own Priority Connect service.

National Communications System ("NCS") a division of the Department of Homeland Security oversees WPS. WPS was developed to meet a directive from the White House. NCS executes the program on behalf of the Executive Office of the President.

Only individuals in NS/EP positions are authorized to use of WPS. Five categories have been established in order to identify critical NS/EP leadership functions and determine eligibility. The NCS will be the decision maker on those subscribers that are and are not eligible for WPS service.

Executive Leadership and Policy Makers
Disaster Response/Military Command and Control
Public Health, Safety and Law Enforcement Command
Public Services/Utilities and Public Welfare
Disaster Recovery

WPS is invoked by dialing *272 prior to the destination number:

- ◆ WPS is an enhancement to basic cellular service that allows NS/EP calls to queue for the next available service channel
- ◆ IOC provides queuing on the origination of the cellular call
- ◆ FOC will provide handling from origination, through the network, to the called destination

Customers must have leadership roles in NS/EP to use WPS. Key requirements are as follows:

- ◆ Customer must be a Sprint subscriber
- ◆ Customer must request WPS service at <http://wps.ncs.gov/> or call 1-866-NCS-CALL to apply
- ◆ NCS will inform Sprint of those subscribers approved for WPS and at what Priority Level

Sprint cannot add, delete or modify a WPS subscription without NCS consent

2.3.19 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. The County may inspect the maintenance facility to determine adequacy.

Sprint owns and/or operates various facilities at numerous locations nationwide to provide digital mobile wireless telecommunications services throughout the United States. Sprint does not manufacture any equipment. Therefore, it is unclear to Sprint what facilities County contemplates inspecting pursuant to this provision. Accordingly, Sprint shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) County shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Sprint's performance of this contract; (c) County shall provide reasonable prior written notice of any inspections; and (d) Sprint reserves the right to pre-approve and require any designees or representatives who are not employees of County to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.

2.3.20 ELECTRONIC COMMERCE:

Respondents shall describe their ability to 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.

In addition to the SES, the Contractor should provide a discounted pricing schedule of all plans available under the scope of the awarded contract. Current prevailing market rate should be shown for reference and confirmation of discount offering as applicable to contract terms.

Electronic Billing Data Shall be received within 10 Days of the Close of the Billing Cycle and include specific internal County billing codes formatted for ease of use in the County's Accounts Payable system and viewable on the web with secured logins for specified County personnel. The invoices must match the purchase orders issued to contractor.

Sprint offers the County the option to develop a Custom Aisles website. Custom Aisles offers a private, co-branded online shopping experience, enabling employees to easily purchase wireless services at your special discounted prices.

Leveraging our unique online technology, the Custom Aisles website displays the County logo, special promotions and contracted discount prices; delivering a personalized and streamlined user experience, for a cost-effective solution, tailored to your needs. Custom Aisles' features include:

- ◆ Rate plan, phone and accessory pricing, reflective of contracted discounts or special offers
- ◆ Secure environment promoted only to targeted customers
- ◆ Template with sprint.com look and feel and co-branding option
- ◆ Tailored promotional images and text
- ◆ Options for both individual liable and/or corporate liable shopping

- ◆ New activation, Upgrades/Replacements, and account add-on support
- ◆ Ability to check order status
- ◆ Ability to view coverage maps
- ◆ View and pay bills

Custom Aisles is offered to free of charge; however, in order to maintain the site, there must be steady use of the service due to development and maintenance costs associated with launching any web-based solution.

2.3.21 PERSONAL EMPLOYEE PLANS AND EQUIPMENT: (INCLUDED IN EXHIBIT A)

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

Sprint has read and understood

2.3.21.1 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.

Sprint has read and understood

2.3.21.2 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.

Sprint has read and understood

2.3.21.3 County shall have no legal or financial responsibility for any calling plans extended to employees.

Sprint has read and understood

2.3.22 RADIOTELEPHONE CARRIER QUALITY OF SERVICE:

The Contractor shall provide carrier (Dial-Tone) for one of the designated "home" areas selected by the end user.

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

To address the needs of a converging business society, Sprint created Industry Solutions that included the Custom Network Solutions Group (CNS), which Sprint designed specifically to deliver the most innovative, advanced and productive mobility solutions with end-to-end ownership of the customer's solution and deep ownership in customer satisfaction. Made up of personnel with vertical expertise and significant engineering and application integration experience, CNS extends the Nationwide Sprint and Nextel National Networks into buildings and onto campuses to deliver the power, productivity and efficiency of Sprint's voice and data communications wherever you need it.

CNS Coordinated Sales Process

CNS Sales coordinates with the County and the Sprint account team to drive a project to completion by managing all facets of the CNS Sales Process, which allows the Sprint Sales lead to focus on overall account management.

Coordinated Sales Approach

The Sprint Account Lead carefully evaluates the County’s business requirements and conducts a technical assessment of your environment to determine the level of CNS you may require. By providing a scalable coverage and capacity platform for wireless voice and data services, the CNS group enhances customer mobility and productivity.

- ◆ **Basic Network Solutions:** Implemented in cases where enhanced coverage for a small area is required (on 1 or 2 floors of a building, for example) and where there are less than 200 units involved
- ◆ **Full-Scale Network Solutions:** Covering a broader area (such as a full building or campus of buildings impacting more than 200 units); Full-Scale Network Solutions enable Advanced Mobility Solutions including Private Radio Solutions, WLAN Infrastructure and Fixed Mobile Convergence and for the creation of Wireless Ecosystems

Sprint delivers CNS solutions through a consultative, turnkey approach in which we analyze the business objectives of the County, assess how improved workplace communication can help you achieve them, and determine what wireless services you need. We then design and deploy a network that supports mobility and produces the performance and results you expect. CNS installs, monitors and maintains the wireless networks on-site allowing IT departments to reduce costs and focus on other priorities.

Components of a Custom Network Solution

Prior to developing a system solution to enhance coverage for your calling areas, a CNS Solutions Engineer will need to conduct a requirements gathering and a detailed site survey (if determined a necessity after the requirements call). To design an effective solution, Sprint will need to evaluate both coverage and capacity. The solution design team consists of a CNS Solutions Engineer, a CNS Solutions Delivery Manager, local engineers and assigned project personnel from the County. The design walk requires a detailed walk around of the campus(s) and all adjacent locations, and typically takes one day. Subsequently, within 14-21 business days, CNS will design a solution according to customer requirements and design walk findings.

The system design utilizes a combination of system architectures to provide in-building and on-campus coverage. The primary solution may include a macro-base station design with external rooftop antennas, which CNS designs to provide adequate radio frequency (RF) penetration to the majority of the campus. In areas requiring further coverage enhancement, Sprint may design and install a distributed antenna system with internal antennas placed throughout the required spaces.

The Custom Network Solutions’ Business Model

Sprint derives the CNS business model from the partnership between CNS and the County to build a specialized product or service solution to serve the business needs of the County. To recoup the cost of building the custom coverage solution, CNS looks to the County to commit to a quantity of units at a minimum Average Revenue per Unit (ARPU) for a contract term of 3-5 years. If the cost of building the custom solution is greater than the Return on Investment (ROI) determined by the formula previously outlined, CNS may require the County to contribute capital to the project.

The Contractor shall provide verified information on the quality of service offered by the carriers, for the past calendar year for the Phoenix and Tucson home areas or one of the “home” areas requested by the end user. This information may include for example:

- 2.3.22.1 Percent calls blocked (Phoenix & Tucson metro areas)
- 2.3.22.2 Percent calls dropped (Phoenix & Tucson metro areas)
- 2.3.22.3 Percent coverage of Phoenix Metro Area (Include maps) for both mobile and portable units

- 2.3.22.4 Percent coverage of Tucson Metro Area (Include maps) for both mobile and portable Units
- 2.3.22.5 Percentage of in-building coverage in the Phoenix/Tucson metro areas for portable units. This figure shall be verified by conducting the appropriate tests as needed to verify problem specific areas. A single call MUST be made and completed on the first try at each location tested, and maintained for a 1-minute period to be counted as a successful call. A maximum monthly average of 2% calls dropped and blocked is allowed. If this number is exceeded for any 30-day period, the contract may be cancelled upon written notice for inadequate quality of service.

Sprint has read and understood

2.3.23 RURAL SERVICE AREA COVERAGE REQUIREMENTS:

All proposals for (Voice & Medium Speed Data –Wide Area Coverage; Excluding Satellite Systems) systems MUST provide coverage over major portions of Arizona territory to meet the needs of participating entity and rural governments. Additionally, coverage in all major US cities (over 100,000 populations) is very desirable and should be incorporated into proposals. All proposals to be acceptable must provide for statewide coverage, as a minimum, except for the following:

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

Sprint has read and understood

2.3.23.1 Required Home Service Areas

95% coverage to a portable handset shall be available in the following Arizona cities and towns:

- | | | |
|-----------------------|-----------------|-------------------|
| 1. Phoenix Metro Area | 2. Casa Grande | 3. Tucson Metro |
| 4. Flagstaff | 5. Payson | 6. Page |
| 7. Nogales | 8. Globe-Miami | 9. Sedona |
| 10. Prescott | 11. Safford | 12. St. Johns |
| 13. Bisbee | 14. Douglas | 15. Sierra Vista |
| 16. Clifton | 17. Parker | 18. Bullhead City |
| 19. Kingman | 20. Havasu City | 21. Holbrook |
| 22. Pinetop-Lakeside | 23. Show Low | 24. Winslow |
| 25. Oro Valley | 26. Apache Jct. | 27. Eloy |
| 28. Florence | 29. San Luis | 30. Yuma |
| 31. Cottonwood | 32. Wickenburg | 33. Ajo |

Local number assignments shall also be available for all of these areas. Additionally, specialty features available in the provider’s primary system, such as photo transmission and medium speed data transmission (56KBd-156KBd), should be available in as many rural cities and towns as possible.

2.3.23.2 Desirable Home Service Areas

It is desirable that 95% coverage to a portable handset should be available in the following additional Arizona cities and towns:

- | | | |
|-------------------|---------------|-----------------|
| 1. Snowflake | 2. Taylor | 3. Sahuarita |
| 4. Coolidge | 5. Kearny | 6. Mammoth |
| 7. Superior | 8. Camp Verde | 9. Chino Valley |
| 10. Heber | 11. Williams | 12. Willcox |
| 13. Springerville | 14. Tombstone | 15. Catalina |
| 16. Benson | | |

Local number assignments shall also be available for all of these areas.
Means of Coverage

In order to meet the requirements of coverage under 2.3.23.1 and 2.3.23.2, the carrier may provide for one of the following:

- Coverage within one's primary owned and operated system over the widest possible area is desirable.
- In-system roaming agreements with other licensed carriers to provide for a system that appears to be completely seamless to the user. This would include use of the same type modulation format to hand off specialized user information, including voice mail and other features.

Sprint has roaming agreements that allow you to make/receive calls, text messaging and use data services while off the Nationwide Sprint Network with Sprint roaming-capable phones* (digital dual-band, tri-mode or quad-mode) in nearly every area of the U.S. where wireless service is available, as well as Puerto Rico, and the U.S. Virgin Islands. When your employees are not on the Nationwide Sprint Network, your Sprint Phone automatically searches for an alternative network.

The automatic roaming setting is the ability to make and receive calls, text message and perform data services when roaming off the Nationwide Sprint Network. Your digital dual-band, tri-mode or quad-mode device will automatically seek a roaming network when the Nationwide Sprint Network is not available, or even while in Sprint markets, in building or fringe areas.

Off-network (roaming) coverage is available where Sprint has implemented roaming agreements with other wireless carriers. Sprints' roaming agreements cover virtually every area of the U.S. where compatible wireless service is available. Text messaging and wireless data roaming is available with a data roaming capable handset.

Note: The Automatic roaming setting is the default setting on Sprint devices. This setting is optimal for the best network acquisition, Sprint or the roaming partner, as available. Please consult Sprint Terms and Conditions concerning roaming usage and data limitations.

The Nextel National Network operates on proprietary iDEN technology and therefore roaming is not applicable.

- In-system roaming agreements with other licensed carriers to provide for roaming that involves differing modulation techniques. This would include IS-54 AAMPS \cong or ANAMPS \cong (Analog modulation) as a lowest common denominator service in out-of-system areas. In-system roaming agreements shall not involve multiple billings to the end users, or differing rates for coverage in different areas. No daily connect changes shall be assessed for use under any in-system roaming agreements.

Roaming is included in the Sprint voice plans included in Exhibit A for domestic usage. Roaming charges may apply for international services. Roaming is not available on the Nextel iDEN Network.

2.3.23.3 Unincorporated Wide Area Coverage

Since there are many rural areas requiring employees or officials of the State, and other governmental subdivisions to function, which are outside

the boundaries of the cities and towns enumerated in 2.3.23.1 and 2.3.23.2, it is very important that coverage be provided in as much of unincorporated rural Arizona as possible. The Contractor shall provide maps indicating specific handheld portable coverage areas available through their systems, or through in-system roaming agreements. General rough-outline maps are not acceptable substitutes for actual coverage maps.

Please refer to Exhibit H for coverage maps.

2.3.24 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.

Sprint has read and understood.

2.3.25 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.

Sprint has deployed location-based services for emergency services in 2 phases to comply with FCC mandates. The FCC Phase II mandate requires all wireless carriers, within 6 months of a request from a Public Safety Answering Position (PSAP), to be able to locate 67% of 911 callers within 50 meters and 95% within 150 meters using a "handset solution" or 100 meters using a "network solution." Sprint has chosen the more precise handset-based GPS solution to fulfill the requirements.

Continuing its role as the industry leader in E911 Phase II implementation, both our Nationwide Sprint and Nextel National Networks are now Phase II compatible. This is a major step forward in preparing to deliver precise GPS location information required by the FCC for 911 calls. This does not mean that E911 services are available in all Sprint wireless markets. E911 deployment, whether Phase I or Phase II, is dependent on receiving a request for service from a particular PSAP.

Sprint does not charge a 'fee' to our customers for 9-1-1 service. However, there are universal fees that include 9-1-1 fees and individual State/County legislated fees throughout CDMA & iDEN wireless coverage area associated with 9-1-1. They are on a case-by-case basis, imposed by local state/county/PSAP jurisdictions and handled through our Tax Department.

2.3.26 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. This provision would be applicable to all PPA's.

Sprint will provide the County with on-going evaluation sample units upon request.

2.3.27 USER INSTRUCTION MANUAL:

One manual shall be furnished for each radiotelephone unit supplied under this contract. The Contractor agrees 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.

Sprint has read, understood and will comply

Sprint provides User Guides with every purchased Sprint device. Online User Guides are also available at www.sprint.com detailing features and functions of wireless devices so the County employees can fully utilize our services.

Any equipment that requires software, for instance Sprint SmartView for Sprint Mobile Broadband devices, is packaged with the device. Customers may also download standard software at www.sprint.com/downloads and select the download available directly under the operating system pull-down menu. The County also has the option of employing after market software for compatibility with specific applications.

2.3.28 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.

Sprint has read, understood and will comply.

2.3.29 USAGE REPORT:

The Contractor shall furnish requesting entities a monthly 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.

Upon contract award Sprint will work with the County to develop the monthly and/or quarterly usage reports.

2.3.30 SYSTEM OUTAGE REQUIREMENTS:

Describe your process to deal with any RF interference issue. In particular, with existing facilities that has 800MHz trunked radio systems in use.

Sprint will work with the County to resolve interference issues when they have been identified.

In 1999, public safety radio systems – those used by police, firefighters, emergency medical technicians, and other systems operating on the 800 MHz Band – began experiencing increasing levels of interference and “dead zones” as a result of commercial wireless carriers operating in the same or adjacent spectrum bands. While commercial carriers and public safety licensees were operating in accordance with their FCC spectrum licenses, Sprint Nextel recognized the potential danger interference could cause to the communication systems to our nation’s first responders and immediately got to work with leaders of the public safety and private wireless communities in an effort to develop a comprehensive and permanent solution. The solution that was proposed and accepted by the FCC was the Spectrum Reconfiguration Plan or Rebanding. To eliminate

the risk of interference, 800 MHz band licensees will be reorganized so that Sprint Nextel and public safety entities are separated into distinct channel blocks. This will be done in two phases. In Phase I, Sprint is moving a subset of 800 MHz licensees, primarily private wireless operators and other licensees, to the middle part of the band, with Sprint Nextel taking their place in the lower channels. In Phase II, public safety licensees in the National Public Safety Planning Advisory Committee (NPSPAC) band are moved to their new channel assignments in the lower 800 MHz channels temporarily occupied by Sprint, with Sprint taking their place in the upper part of the band. During reconfiguration, Sprint is actively coordinating with the public safety community to minimize disruption to both public safety communications systems and to our iDEN network.

Describe your process for notification of system outages.

Sprint planned and unplanned notification processes are noted below.

Planned Downtime Customer Notification

Sprint plans downtime for both wireless and wireline networks when it would least affect your service. For IP services, Sprint schedules maintenance identified as “customer impacting” on Monday between 1 A.M. and 5 A.M. local time for U.S. customers and on Saturday between 12 A.M. and 6 A.M. for international customers.

Wireless and wireline maintenance takes place 11 P.M. – 6 A.M. Sunday through Thursday. Customer impacting from 1 a.m. to 5 a.m. Maintenance activities not expected to affect Maricopa County are scheduled between 11 p.m.-6 a.m. local time. For, IP based services including MPLS the standard maintenance window is Monday between 12 a.m. – 6 a.m. and 12 a.m. – 6 a.m. on Sunday for International locations.

Customer impacting activities are changes that cause:

- ◆ Degradation to voice services
- ◆ Degradation to provisioning
- ◆ Degradation to data services
- ◆ Planned Downtime Customer Notification**

To ensure the impact is minimal, Sprint notifies customers at least 14 days before any scheduled wireless and wireline network maintenance that could affect Maricopa County service.

Occasionally, it is necessary to perform demand or emergency maintenance to prevent an outage condition. Sprint performs demand maintenance during the next available scheduled maintenance window and emergency maintenance is performed immediately.

*Unplanned Downtime Customer Notification***

To partner better with the County, Sprint sends notification within 45 minutes of realizing a wireless or wireline network event has occurred. Sprint sends a message to the County at the onset of the event. This message includes event type, start and end dates and times, areas and platforms affected, and customer impact.

**To receive notifications, the County must be subscribed to the Customer Notification Service.

What the County Can Do to Ensure Customer Notification

The County can request to enroll for the customer notification service via our online notification service for no additional cost. With Customer Notification, the County can receive timely notifications via e-mail and/or text messages to wireless devices (U.S. only), or both, depending on preference. This service provides alerts on ticket events, network events and scheduled maintenance.

Customer the County Notification supports:

- ◆ All wireless voice and data products
- ◆ IP Products (dedicated IP, MPLS, SprintLink Frame, SprintLink ATM)

Up to 100 County employees can receive Customer Notifications. The County may choose to receive Customer Notification for specific times or days of the week; select notification messages for specific locations; and/or designate geographic regions for which wireless notifications messages may be sent.

Customer Notification is sent via our Enterprise Notification System (ENS) for planned and unplanned downtime on the Sprint Wireless Network.

Describe your process for crediting accounts for extended service interruptions.

Sprint provides standard Service Level Agreements (SLAs) for wireless CDMA voice services for business customers – a first in the telecommunications industry. Our wireless SLAs offer service credits to businesses with corporate-sponsored (company-paid) wireless subscribers based on the performance of the Nationwide Sprint Network (iDEN network and roaming networks not included). The SLAs provide commitments for voice service reliability based on measuring dropped calls, blocked calls and network voice availability.

The County should work directly with your Account Team should an extended service interruption occur to obtain the proper credits.

2.3.31 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.

[Sprint has read, understood and will comply](#)

2.3.32 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.

[Sprint will work with the County to resolve all disputes as quickly as possible, however, Sprint's current SLA for dispute resolution ensures that 90% of disputes are closed in less than 30 days.](#)

2.3.33 STOCK:

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

[Sprint has read, understood and will comply.](#)

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS

1. **GENERAL.**

- 1.1 **Eligibility.** The terms and conditions of this Agreement have been customized for, state, and local government entities and agencies. Sprint defines “government entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.
- 1.2 **Participating Public Agencies.** Sprint agrees to also make available the Products and Services to Participating Public Agencies to permit the ordering and use of the Products and the Services by such Participating Public Agencies at the prices and terms of this Agreement. Sprint shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, discrepancies, invoicing and payment. Upon submission of a purchase order by such Participating Public Agency pursuant to the terms of the Agreement, such Participating Public Agency shall become bound by the terms of the Agreement and shall be deemed to be the Customer as defined in the Agreement in connection with the Products and/or Services ordered. “Participating Public Agency(ies)” means any of the following domestic agencies that register with National IPA or otherwise execute a Participating Public Agency Certificate: state and local governmental entities, public primary education entities, public secondary education entities, public higher education entities, private primary education entities, private secondary education entities, private higher education entities and non-profit educational or public health institutions for the public benefit.
- 1.3 **Rates and Conditions Website.** Customer’s use of Sprint Products or Services is also governed by the applicable Product and Service annexes attached to this Agreement or accessible from the Rates and Conditions Website.

2. **ATTACHMENTS. The following attachments are incorporated into this Agreement by reference:**

Attachment A: Wireless Services Product Annex

3. **ORDERS AND CHARGES.**

A. Orders.

- A. Purpose and Effect.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- B. Issuance and Acceptance.** Only persons authorized by Customer will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to Customer; (2) delivering any of the Products or Services ordered; (3) informing Customer of the commencement of performance; or (4) returning an acknowledgment of the Order to Customer.
- C. Cancellation or Rejection.** Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer must pay any actual costs incurred by Sprint due to Customer’s cancellation. Sprint may reject or cancel an Order for any reason, including Customer’s negative payment history with Sprint, failure to meet Sprint’s ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify Customer of rejected or canceled Orders.
- D. Shipping.** Sprint will ship wireless Products to the delivery location specified in Customer’s Order. Risk of loss to the wireless Products passes to Customer upon the Products’ arrival at the delivery location. Sprint may charge a shipping fee to Customer based on the number and type of

wireless Products and the shipping method used. Title to the wireless Products will pass to Customer upon Sprint's receipt of payment in full for the Products.

- E. Returns.** New and undamaged wireless Products may be returned to Sprint at Customer's expense within 30 days after the date the Product is purchased or as provided under state law. Customer is allowed one discretionary exchange or return for each new Product purchased; provided that Customer may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, Customer must: (A) contact its Sprint Account Representative for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by Customer's Sprint Account Representative or Sprint Sales Support; and (C) if Customer wishes to discontinue Service for the Product, request that Sprint deactivate Service. Sprint may change the return policy from time to time without notice. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee, if any (excluding actual usage charges, and related taxes, fees and surcharges). If Customer purchased a Product through a Sprint authorized dealer, additional dealer fees may apply.

4. **CREDIT APPROVAL FOR NON-GOVERNMENTAL ENTITIES. Sprint's provision of Products and Services** to non-governmental entities is subject to Sprint credit approval. If a non-governmental entity's financial circumstances or payment history becomes reasonably unacceptable to Sprint during the Term, Sprint may require adequate assurance of future payment as a condition of continuing Service. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

5. **PRODUCTS AND SOFTWARE.**

- 5.1 **Products.** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.

5.2 **Software License.**

A. Licensing Requirements. Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. **Software licensing terms and conditions of Sprint's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by Sprint on the Rates and Conditions Website.** Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer may not use software on behalf of third parties or for time share or service bureau activities, or to use or obtain any source code. Customer may not reverse engineer, decompile, modify, enhance, or copy Sprint-provided software.

C. Ownership. Sprint or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and Customer will return all copies of software to Sprint or provide certification that it has permanently deleted all Sprint-provided software from Customer-owned Equipment.

- 5.3 **Responsibility.** Customer is responsible for any items not provided by Sprint, including but not limited to third party equipment or software, that impair Product or Service quality. Upon notice from Sprint of an impairment to the Products or Services, Customer will promptly cure the problem. Customer will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint Networks by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although Sprint will provide advance notice where reasonably practical. At Customer's request, Sprint will work with Customer to troubleshoot the source of the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Sprint Products or Services causes equipment or software used by Customer to become obsolete, require alteration, or perform at lower levels.

6. **USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
7. **CUSTOMER RESPONSIBILITIES.**
 - 7.1 **Acceptable Use Policy.** Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint.
 - 7.2 **Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. Customer will promptly cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via **Customer's facilities.**
 - 7.3 **Permits, Licenses and Consents.** Customer will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
 - 7.4 **Resale Prohibited.** Customer may not resell or lease wireless Products or Services. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.
8. **PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.**
 - 8.1 **Nondisclosure.** Neither party may disclose the other party's Confidential Information to any third party except as expressly permitted in this Agreement. This obligation continues for 2 years after this Agreement expires or terminates. Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of Discloser and are subject to a confidentiality agreement at least as protective of Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint services.
 - 8.2 **Exceptions.** The restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of Recipient; (C) is received without restriction from a third party free to disclose it without obligation to Discloser; (D) is developed independently by Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order (subject to the FOIA section of this Agreement); or (F) is disclosed with the advance written consent of Discloser.
 - 8.3 **Injunction.** The parties acknowledge that Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm to Discloser. If there is a breach or threatened breach of this Agreement, Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit other remedies available to either party. Recipient will not raise the defense of an adequate remedy at law for breaches or threatened breaches of its nondisclosure obligations.
 - 8.4 **Customer Proprietary Network Information.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect Customer's CPNI, including using authentication procedures when Customer contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact that Customer may designate.
 - 8.5 **Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

- 8.6 **FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively “FOIA”). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information.

9. **LIMITATIONS OF LIABILITY.**

- 9.1 **Direct Damages.** Each party’s maximum liability for damages caused by its failure to perform its obligations under this Agreement (other than Service disruptions) is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party’s negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, excluding Service disruptions, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer’s total net payments for the affected Products and Services purchased in the 6 months prior to the event giving rise to the claim. Customer’s payment obligations, liability for early termination charges, and the parties’ indemnification obligations under this Agreement are excluded from this provision.
- 9.2 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 9.3 **Wireless Service Outages and Product Failures.** Sprint’s maximum liability for any loss or damage arising out of a wireless Service outage or wireless Product failure is limited to: (a) a prorated portion of the applicable MRC based on the time period wireless Services are not available, and (b) a refund of the net purchase price of affected wireless Products.
- 9.4 **Unauthorized Access / Hacking.** Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of Customer’s data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment.
- 9.5 **Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney’s fees, resulting from any third party claims alleged to arise in any way from :
- D. Coverage and wireless Service quality problems caused by atmospheric, geographic or topographic conditions or other conditions beyond Sprint’s control including the failure of other service providers;
 - E. Interruption and unavailability of wireless Services due to coverage, capacity, Product failure or other limitations that may occur in the transmission or attempted transmission of wireless Services;
 - F. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
 - G. Customer’s failure to obtain permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses);
 - H. The content of any information transmitted by, accessed, or received through, Sprint’s provision of the Products and Services to Customer, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - I. Customer’s breach of the licensing requirements in the Software License section;

- J.** Customer’s failure to comply with any provision of the Use of Products and Services section; or
- K.** Sprint’s failure to pay any tax based on Customer’s claim of a legitimate exemption under applicable law.

10. SPRINT RIGHT TO TERMINATE.

10.1 Participating Public Agencies. Sprint may suspend or terminate the right to purchase and use Products or Services or this Agreement immediately as to a Participating Public Agency if Participating Public Agency fails to cure any material breach of this Agreement within 30 days after receiving Sprint’s written notice of such breach; or if Participating Public Agency fails to comply with applicable law or regulation and Participating Public Agency noncompliance prevents Sprint’s performance under the Agreement. Participating Public Agency material failure does not include a failure caused by Sprint or a failure identified in the “Force Majeure” section.

10.2 If Sprint terminates this Agreement as to a Participating Public Agency under this “Sprint Right to Terminate” Section, Participating Public Agency will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable charges identified in the “Effects of Termination of Participating Public Agency” Section and any applicable early termination or shortfall liabilities set forth in this Agreement.

10.3 Effects of Termination of Participating Public Agency.

A. Service Charges. Participating Public Agency remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Customer Liable Active Unit of the applicable Participating Public Agency.

B. Repayment of Credits. If, before the end of the Term, 1) Sprint terminates an Order due to Participating Public Agency’s material breach or 2) a Participating Public Agency terminates an Order for its convenience, Participating Public Agency will repay Sprint a pro rata portion of all credits issued, installation charges or initialization fees waived, and other amounts to recoup Sprint’s up-front expenses in providing Products and Services that had been amortized over the entire Order Term, based upon the number of months remaining in the Order Term at the time of termination. This provision does not apply to service level credits issued for Service outages.

C. Individual Liable. Individual Liable Active Units are subject to the order term requirements and other obligations in the separate subscriber agreement between Sprint and the Employee.

11. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts or events beyond the reasonable control of the otherwise responsible party. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers, cable cuts by third parties, a local exchange carrier’s activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees.

12. DEFINITIONS.

12.1 “Affiliate” is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. For purpose of this Agreement, Clearwire Corporation is not included as an Affiliate of Sprint.

12.2 “Commencement Date” is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

12.3 “Confidential Information” means nonpublic information (A) about Discloser’s business, (B) given to the Recipient for use in connection with this Agreement, (C) that Recipient knows or reasonably should know is confidential because of its legends and markings, the circumstances of its disclosure, or the nature of the information. Confidential Information includes but is not limited to: trade secrets; financial information; technical information including research, development, procedures, algorithms, data, designs, and know-how; business information including operations,

planning, marketing plans, and products; and the pricing and terms of the Agreement including related discussions, negotiations, and proposals.

- 12.4 “Discloser” means the party disclosing Confidential Information.
- 12.5 “Domestic” means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Product and Service annexes.
- 12.6 “Effective Date” is the date the last party signs this Agreement.
- 12.7 “Network” or “Networks” means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint’s behalf by third parties under management agreements with Sprint.
- 12.8 “Order” or “Purchase Order” means a written or electronic order, or purchase order, submitted or confirmed by Customer and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered.
- 12.9 “Order Term” means the term designated in the Order for a particular Service.
- 12.10 “Product(s)” includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Sprint as a separate item from, or bundled with, a Service.
- 12.11 “Rates and Conditions Website” means the website found at <http://www.sprint.com/ratesandconditions/>.
- 12.12 “Recipient” means the party receiving Confidential Information.
- 12.13 “Service(s)” means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through Sprint under this Agreement, excluding Products.
- 12.14 “Sprint Wireless Recycling Program” - provides two options for recycling used wireless devices, including accessories: (1) the Sprint buyback program provides Sprint customers with an account credit for returning to Sprint certain previously sold Sprint or Nextel wireless devices, and (2) the Sprint project connect program accepts any wireless device and uses the net proceeds that result from those devices to fund community-based initiatives such as Sprint’s 4NetSafety Program. The 4NetSafety Program promotes Internet safety for children. For more information on the Sprint Wireless Recycling Program, including wireless devices eligible for the Sprint buyback program, go to Sprint.com/recycle.

13. **MISCELLANEOUS.**

- 13.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.
- 13.2 **No Waiver of Rights.** The failure to exercise any right under this Agreement is not a waiver of the party’s right to exercise that right or any other right in the future.
- 13.3 **No Third Party Beneficiaries.** This Agreement’s benefits do not extend to any third party.
- 13.4 **Severability.** If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, the unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties’ original intent.
- 13.5 **URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.
- 13.6 **Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, warranties, nonappropriations, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.

EXHIBIT C - ATTACHMENT A WIRELESS SERVICES PRODUCT ANNEX

1. BUSINESS PLAN FEATURES, POWERSOURCE™ DEVICES AND OPTIONS.

1.1 Wireless Voice Features.

- A. **General.** Wireless voice Services are provided on the Sprint Networks. Wireless voice service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Wireless voice Services are not available on the Sprint 4G Network.
- B. **Shared Minutes.** Customer must have a minimum of 2 Customer-Liable Active Units in a Shared Minute group. All Customer-Liable Active Units using the Shared Minutes option must subscribe to a Business Plan with Anytime Minutes. Data-only Business Plans are not eligible for the Shared Minutes option. After a Customer-Liable Active Unit in a Shared Minute group has exhausted all Anytime Minutes in its Business Plan, the Customer-Liable Active Unit's additional airtime minutes are billed at the overage rate defined in the associated Business Plan. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- C. **Sprint Mobile-to-Mobile.** "Sprint Mobile-to-Mobile" means voice calls from one Active Unit on the Nationwide Sprint Network or Nextel National Network to another Active Unit on the Nationwide Sprint Network or Nextel National Network. With this feature, Customer may use an unlimited number of minutes each month to make or receive calls on the Nationwide Sprint Network or Nextel National Network between Sprint and Nextel phones. Sprint Mobile-to-Mobile calling does not apply to calls to check voicemail, to obtain directory assistance, or placed through indirect calling methods, and is not available when Roaming.
- D. **Additional Lines for Pooling.** The Additional Lines for Pooling feature allows Customer to activate a Customer-Liable Active Unit on a Business Plan with Anytime Minutes and add up to 5 additional Customer-Liable Active Units (each, a "Secondary Line") to that Business Plan. The Additional Lines for Pooling option is not available with all voice Business Plans. Eligible Business Plans are available by contacting Customer's Sprint Account Representative.
- E. **Pooled Anytime Minutes.** Business Plans with pooled Anytime Minutes only pool voice minutes for use for Customer-Liable Active Units on the same billing account. Pooled Anytime Minutes from one Business Plan may not pool with Anytime Minutes from a different Business Plan.

1.2 **Wireless Data Features.** Sprint provides wireless data solutions and Services over the Nationwide Sprint Network, the Sprint Mobile Broadband Network, and the Sprint 4G Network in certain coverage areas. Coverage areas may change and are accessible through www.sprint.com/coverage or by contacting Customer's Sprint Account Representative. When the Sprint Mobile Broadband Network is available and Customer uses a Sprint EVDO-compatible device with a wireless high-speed data Business Plan, Active Units will first attempt to connect to the Sprint Mobile Broadband Network, and then default to the Nationwide Sprint Network depending on coverage and network availability. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Business Plan for Sprint 4G Services, Active Units will first attempt to connect to the Sprint 4G Network, and then default to the Sprint Mobile Broadband Network or Nationwide Sprint Network depending on coverage and network availability. Access to the Sprint Mobile Broadband Network or the Sprint 4G Network may require installation of separate software depending on the Product. Wireless high-speed data throughput rates may vary depending on Customer's location at the time of use and other factors. Sprint also offers wireless data solutions over the Nextel National Network for select Products.

1.3 Nextel Direct Connect® Features.

- A. **General.** Nextel Direct Connect transmissions occur only between Active Units that are each capable of sending and receiving Nextel Direct Connect transmissions. Nextel Direct Connect transmissions do not work simultaneously with a voice call or with active

wireless data transmissions from the same Product. Nextel Direct Connect service areas and international coverage areas may change and are accessible through www.sprint.com or by contacting Customer's Sprint Account Representative. Nextel Direct Connect Services are not available when Roaming and are not available on the Sprint 4G Network.

- B. Direct Connect®.** All Nextel Direct Connect Products are capable of making nationwide Direct Connect transmissions. If Customer intentionally disables "cross fleet" functionality for Nextel Devices, then Direct Connect service will work only with Customer's own Nextel Devices.
- C. Group Connect®.** Group Connect service requires a group-capable device in order to initiate and receive Group Connect transmissions. A subscriber with a group-capable phone may create a group with any participant, but only those subscribers with group-capable phones will be pulled into the Group Connect transmission. Group Connect is limited to 21 total participants (including the originator). Each group must consist entirely of either Nextel Devices or Sprint Devices.
- D. International Direct ConnectSM.** International Direct Connect is only available to Nextel Devices also subscribed to Direct Connect service. International Direct Connect currently includes both the ability to place Nextel Direct Connect transmissions from the United States to users outside the United States and the ability to place and receive Nextel Direct Connect transmissions from outside the United States in select countries.
- E. Direct SendSM.** Direct Send lets a user send a picture or contact information to another subscriber using the Nextel Direct Connect service. Direct Send is only available on select Nextel Devices.
- F. NextMail®.** NextMail allows a user to use Nextel Direct Connect minutes to record and send voice messages to any e-mail address. NextMail is only available on Nextel Devices.
- G. TalkgroupSM.** Talkgroup members must be from the same calling area and be established on the same fleet. Additionally, group members must be in their home calling area to initiate or receive Talkgroup transmissions. Talkgroup is only available for Nextel Devices and can include up to 200 total users. Emergency Talkgroup gives the group coordinator the ability to contact and preempt all other transmissions for group members.
- H. Priority Connect®.** Priority Connect allows users to preempt the use of Nextel National Network resources when placing and receiving Nextel Direct Connect transmissions. Priority Connect is available only to qualified customers (e.g. emergency "first responders") on specific Business Plans using Nextel Devices.
- I. Direct TalkSM.** Certain Nextel Devices are capable of direct two-way radio transmissions. Direct Talk transmissions do not use the Nextel National Network and require each user to have a Direct Talk-capable Nextel Device using the same radio channel.
- J. TeamDCSM.** TeamDC allows up to 35 nationwide group members (including the group creator), all using Sprint Devices, to participate in a Nextel Direct Connect group transmission at the same time. The TeamDC Talker Priority feature allows the TeamDC group originator to designate priority for certain group members to interrupt other participants during the group transmission.
- K. Call Alert.** Call Alert allows a Nextel Direct Connect user to send a repeating alert to notify another Nextel Direct Connect user that the user would like to communicate. Users of Sprint Devices may send one of 20 free, pre-written text messages with a Call Alert to provide more detail to the recipient of the Call Alert.
- L. DC Permissions.** DC Permissions allow a Nextel Direct Connect user to block/allow Nextel Direct Connect transmissions from select individuals. DC Permissions also will block Group Connect transmissions if the Group Connect transmission is initiated by a blocked user. DC Permissions will not block Group Connect or TeamDC transmissions that have a blocked party in the group. DC Permissions is only available on Sprint Devices.

M. SMS Messaging. Nextel Direct Connect users with Sprint Devices may be prompted to send a text or voice SMS message when a Nextel Direct Connect transmission is blocked (e.g. the other user is out of coverage, has his/her device turned off, or is using other Services). Prompted SMS Messaging is only available for Nextel Direct Connect transmissions between two Sprint Devices when the recipient uses a single number for voice calls and Nextel Direct Connect service. Sprint charges for these SMS messages consistent with Customer's Business Plan.

1.4 **PowerSource™ Devices.** PowerSource devices provide wireless voice and data Services over the Nationwide Sprint Network and Sprint Mobile Broadband Network, and Nextel Direct Connect transmissions over the Nextel National Network. Voice and data service is only available in coverage areas of the Nationwide Sprint Network or Sprint Mobile Broadband Network. Nextel Direct Connect service is only available in coverage areas of the Nextel National Network. Service features, functionality and plans vary by PowerSource device and may not be available in all markets. Active Units upgrading to a PowerSource device may experience changes in service availability, pooling eligibility, billing, surcharges and local calling rates.

1.5 **Roaming.** Business Plans that include roaming ("Roaming Included Plans") are not available with single-band phones or to users residing outside an area covered by the Nationwide Sprint Network. Sprint may terminate Service to a Customer-Liable Active Unit if in a given month (1) more than 800 minutes, (2) a majority of minutes, or (3) a majority of data kilobytes are used for Roaming. International calling is not included in Roaming Included Plans. Wireless data Services and certain calling features (voicemail, caller ID, call waiting, etc.) may not be available while Roaming. Roaming areas may change and Roaming may not be available everywhere; visit www.sprint.com/coverage for details. Roaming is not available on the Nextel National Network or on the Sprint 4G Network.

1.6 **Modification.** Sprint may modify terms and features of a wireless Business Plan with written notice to Customer.

2. **CHARGES, FEES AND CREDITS.**

2.1 **Monthly Recurring Charges.** Sprint will bill Customer for Wireless Services based on the MRC for the selected Business Plan. Customer will incur overage charges if the minutes or megabytes used exceed the minutes or megabytes allowed under the selected Business Plan. Notwithstanding the foregoing, if Customer purchases Sprint 4G Services on a non-recurring charge basis (i.e., Customer pays a one time charge for use of Sprint 4G Services for a limited time), Customer will be subject to the terms and conditions provided to Customer at the time of purchase.

2.2 **Usage Charges.**

A. Wireless Voice Usage.

(1) **General.** Outgoing call usage is calculated from the time Customer initiates contact with the Sprint Networks until the connection to the Sprint Network is broken or dropped, whether or not the actual connection to the intended recipient of the call is successful. There is no call usage for outgoing voice calls that reach a busy signal, a disconnected number or that ring continuously without making connection to the Sprint Networks. Incoming call usage is calculated from the time Customer's device connects to the Sprint Networks (which is just before the device starts ringing) until the connection to the Sprint Networks is broken or dropped. There is no call usage for incoming voice calls that Customer does not answer or that enter Customer's voicemail. For each successful call, Customer will be charged a minimum of 1 minute of airtime. After the first minute, airtime charges are rounded-up to the next second or next minute, as specified in the respective Business Plan. On calls that cross time periods (e.g., Anytime Minutes versus Nights and Weekends), minutes are deducted or charged based on the call start time.

(2) **Long Distance/Special Services.** Customer may incur long distance charges (including international calling) or other charges for calls to 800, 866, 877, 888 and other toll-free numbers on Business Plans that do not include long distance. Customer also may incur charges for special Services such as directory

assistance, operator-assisted calls or call-forwarding, depending on Customer's Business Plan.

- (3) **Mobile Termination Charges.** Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.

B. Wireless Data Usage.

- (1) **General.** Data usage is calculated from the time Customer's device makes contact with the Sprint Networks or Sprint 4G Network until the respective network connection is broken or dropped, whether or not the transmission of data is successful. Data usage may occur on any device capable of data transmission, including handheld devices and devices attached to or embedded in computers and includes sending and receiving e-mail, browsing the Internet, accessing certain Applications, all complete, partial or interrupted uploads or downloads and re-sent data, and unsuccessful attempts to reach websites and other Applications and Services, including those resulting from dropped network connections. Data usage is rounded up to the next whole kilobyte. Rounding occurs at the end of each separate session or each clock hour (at the top of each hour) if the session spans more than 1 clock hour. Rounding of data usage charges occurs at the end of each billing period and the total kilobyte charges are rounded up to the next cent. Customer's invoice will not separately identify the number of kilobytes attributable to Customer's use of specific sites, sessions or Services used. When traveling within the Sprint Networks, a data session may end when moving between coverage areas and a new data session initiated, although no interruption to the actual data session will occur. When traveling between the Sprint Networks and the Sprint 4G Network, a data session will end and a new data session will be initiated. Circuit-switched, modem-to-modem data calls are treated as voice calls and use Anytime Minutes on the associated Business Plan (or are billed at casual voice rates) in lieu of using kilobytes for data usage. Circuit-switched, modem-to-modem data calls are not available on the Sprint 4G Network.
- (2) **Text and Numeric Messaging.** Unless Customer has purchased a quantity of messages at a fixed MRC, text and numeric messaging are charged on a per message basis. Sprint will charge Customer the per message rate for each message that exceeds Customer's purchased quantity. Text and numeric messaging are not available on the Sprint 4G Network.
- (3) **Premium Services Charges.** Access to, and downloading of, Premium Services is not included in the pricing in the Agreement. Charges for Premium Services will be specified at the time of access or will be available at www.sprint.com. Data usage charges also apply to, and are separate from, charges for Premium Services. Even if Customer's Business Plan includes unlimited megabytes of data, Customer must still pay all charges associated with access or use of Premium Services. Customer may block Customer-Liable Active Units from, or otherwise disable them from using, Premium Services provided by third-party content providers.

C. Nextel Direct Connect Usage.

- (1) **Nextel Direct Connect Transmissions.**
 - (a) A Nextel Direct Connect transmission begins approximately when Customer presses the button to initiate a transmission and ends approximately 6 seconds after completion of a communication (i.e., when Customer or another participant releases the button) to which no participant responds within 6 seconds. If a participant responds within 6 seconds, the response is calculated as part of the initial transmission. Customer initiates a new transmission if Customer responds more than 6 seconds after another participant completes a communication.

Airtime charges apply for the entire period of time the transmission is connected to the Sprint Networks. Sprint will charge a minimum of 6 seconds for all Nextel Direct Connect transmissions. After 6 seconds, Nextel Direct Connect airtime on a Nextel Device is rounded up to the next second for each transmission.

(b) Airtime charges for Nextel Direct Connect transmissions are charged to the party that initiates the transmission and are calculated by multiplying the duration of the transmission (as calculated above) by the applicable rate and the number of participants.

(c) For Nextel Devices, Direct Connect, International Direct Connect, Group Connect Talkgroup, NextMail, and Direct Send minutes of use are deducted from the Direct Connect minutes included in Customer's Business Plan and will also incur separate surcharges if the add-on is not included in Customer's Business Plan. Customer will incur overage charges if the minutes used exceed the minutes allowed under the Business Plan.

(2) **Nextel Direct Connect Call Alert Transmissions.** Sprint does not charge for sending or receiving Call Alerts. A user will initiate a new push-to-talk transmission by responding to a Call Alert, even if responding within 6 seconds of receiving the alert.

D. Roaming Charges. Voice calls made while off the Nationwide Sprint Network incur separate Roaming charges in addition to minutes of usage, unless Roaming is included in Customer's Sprint Business Plan. Domestic Roaming voice rates may be set out in Customer's pricing attachment. Domestic Roaming for data is included in Sprint Business Plans. International Roaming rates for voice and data will vary and are accessible through www.sprint.com/international or by contacting Customer's Sprint Account Representative. There may be delays in invoicing Roaming charges due to the practices of the Roaming service provider.

2.3 **Upgrade Charges.** If Customer changes an Active Unit device to another device using Wireless Services, Sprint may charge Customer an upgrade charge per Active Unit changed.

2.4 **Reactivation Fee.** If Sprint terminates Service to a Customer-Liable Active Unit as permitted under the Agreement or requested by Customer, Sprint may require payment of any outstanding account balance before Sprint reactivates Service to the affected Active Unit and Sprint may charge Customer a reactivation charge.

2.5 **Credits for Redialed Calls.** Sprint will provide Customer with an airtime credit of at least 1 minute for a call on a Customer-Liable Active Unit that is: (a) placed while in an area covered by the Sprint Networks, (b) disconnected due to limitations of the Sprint Networks, and (c) redialed within 1 minute of disconnection. Customer must contact Sprint Customer Care within 24 hours of the disconnection and request credit for the call.

3. **BILLING AND AFFILIATES.**

3.1 **Invoicing.** Unused Business Plan minutes and megabytes do not carry forward. In certain instances (e.g., Roaming charges), Sprint may invoice Customer for usage that occurred during a prior invoicing cycle, if not previously invoiced to Customer. When Sprint invoices for usage incurred during a prior invoicing cycle, those minutes count against minutes in the current invoicing cycle. Wireless Services billed according to a monthly flat rate may not include itemization. Sprint may bill Customer on behalf of third party providers of Applications that Customer accesses through wireless Products. Customer is responsible for all charges for wireless Products and Services associated with each Customer-Liable Active Unit. For single payments to be applied across multiple account numbers, Customer must identify with its payment the specific amounts paid for each account number.

3.2 **Account Changes.** Customer-requested changes to Business Plans or Wireless Service options may not be effective until the following bill cycle. For Customer-initiated Wireless Service cancellations, Sprint will bill Customer for the entire month in which Wireless Service was

cancelled. When Customer changes Business Plans during a bill cycle, minutes and megabytes will be charged under the Business Plan in effect at the time the usage was incurred.

- 3.3 **Customer Affiliates.** If Sprint and Customer agree to permit Customer's Affiliates to purchase wireless Products and Services under the Agreement, Customer will be responsible, financially and otherwise, for the Affiliate's purchases, unless the Agreement says otherwise.

4. **PROVISIONING AND RETURNS.**

- 4.1 **Nonconforming Products.** Customer must return nonconforming wireless Products within 30 days of receipt or Customer will be deemed to have accepted the Products. Customer may reject wireless Products or shipments that are visibly damaged or defective. Sprint will pay all reasonable ground transportation freight charges associated with returns under this Nonconforming Products Section.

- 4.2 **Returns.** New and undamaged wireless Products may be returned to Sprint at Customer's expense within 30 days after the date the Product is activated or, if the Product has not been activated, within 30 days after the date the Product is purchased. Customer is allowed one discretionary exchange or return for each new Product purchased; provided that Customer may not use the one discretionary exchange to change the color of a Product if the Product has been activated. Within 30 days of activation, Customer must: (A) contact its Sprint Account Representative or call Sprint Sales Support at 866-789-8292 for return instructions; (B) return the complete, undamaged Product, including all accessories, hardware, materials and package inserts that came with the wireless Product in the original Product packaging, with the original proof of purchase to the location provided by Customer's Sprint Account Representative or Sprint Sales Support; and (C) if Customer wishes to discontinue Service for the Product, request that Sprint deactivate Service. Sprint may change the return policy from time to time without notice. Upon Sprint's receipt of the returned wireless Product, Sprint will credit Customer's account for a full refund of the original Product purchase price and activation fee (excluding actual usage charges, and related taxes, fees and surcharges). If Customer purchased a Product through a Sprint authorized dealer, additional dealer fees may apply.

5. **INSURANCE.** Customer may purchase insurance to protect against loss, theft or damage involving Customer's wireless Products. Coverage may not be available for all wireless Products and may involve a per claim deductible. Enhanced warranty coverage is available on some wireless Products. Insurance is provided by third party insurers and not by Sprint. If Customer selects coverage, Sprint will charge Customer a monthly premium per covered wireless Product, and Sprint will remit the premiums to the third party insurer on Customer's behalf. Insurance is not subject to any discounts. Claims must be submitted directly to the third party insurer. Terms of insurance coverage are available at the point of sale or in subsequent communications.

6. **WIRELESS PRODUCTS AND SERVICES POLICIES.**

- 6.1 **Lost or Stolen Wireless Product Policy.** If Customer's wireless Product is lost or stolen, Customer must notify Sprint Customer Care promptly to deactivate the Product. Customer is responsible for all Wireless Service charges associated with the Product before Customer notifies Sprint of the loss or theft. Sprint may require that Customer provide evidence of the loss or theft (e.g., a police report or affidavit). If the wireless Product is later found, Sprint may require Customer to exchange the wireless Product for another wireless Product before reactivating Wireless Service and, in such cases, Sprint will provide a replacement wireless Product of similar quality at Sprint's expense.

- 6.2 **Fraud Policy.** Customer will notify Sprint's Customer Care department immediately of any suspected fraudulent use of wireless Products or Services. Customer will cooperate with Sprint in the investigation of the incident. Sprint will attempt to contact Customer before interrupting Wireless Services in the case of suspected fraud.

- 6.3 **Location Based Services.** If Customer downloads or accesses Location Based Services through Sprint wireless Products and Services, Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of Customer's Product(s) pursuant to the terms of the Location Based Service purchased by Customer. Customer must clearly, conspicuously and regularly notify all of its Employees using Customer-Liable Active

Units upon which Customer has enabled Location Based Services that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. **CUSTOMER WILL RELEASE SPRINT FROM ANY AND ALL THIRD PARTY CLAIMS, LOSSES, EXPENSES, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF CUSTOMER'S USE OF LOCATION BASED SERVICES AND CUSTOMER'S FAILURE TO NOTIFY CUSTOMER-LIABLE USERS OF CUSTOMER'S ELECTION TO USE ANY LOCATION BASED SERVICE OR LOCATION INFORMATION ON CUSTOMER-LIABLE ACTIVE UNITS.** Location Based Services are not available on the Sprint 4G Network

- 6.4 **Premium Services Policies.** In certain instances, subject to the terms of the content purchased, Sprint may delete Premium and non-Premium items downloaded to storage areas controlled by Sprint, including any pictures, games and other content. Sprint may impose a dollar or other limit on Customer's use of Premium Services in a specific timeframe (month, week, day, or other time period) based on Customer's credit.
- 6.5 **Business Plans and Features.** Certain wireless Products require specific Business Plans for operating on Sprint Networks or the Sprint 4G Network. Certain Business Plan features may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representatives.

7. **WIRELESS SERVICE LIMITATIONS.**

- 7.1 **Telephone Numbers and Portability.** Sprint may change the telephone number assigned to each Customer-Liable Active Unit with reasonable prior notice for commercial reasons, such as fraud prevention, regulatory requirements and area code changes. Customer does not have any right of possession or title to any number, e-mail address or other identifier Sprint may assign to Customer's wireless Products or accounts. Customer may not modify, change or transfer any of these identifiers except as Sprint allows or as allowed for by law. Sprint will comply with any FCC-issued regulations that require Sprint to allow Customer to "port" or transfer its assigned telephone numbers upon switching wireless service to another carrier. Before a telephone number previously used with another carrier can be used on the Sprint Networks, Customer must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Sprint. Until the port from the previous carrier is successful, the Sprint wireless Product will only be able to call 911 and Sprint Customer Care. Once the port is completed, Customer's old device will no longer work. **However, due to system limitations and issues outside Sprint's control, some requests to port a telephone number from another carrier to Sprint, or from Sprint to another carrier, may not be successful.** If a transfer to Sprint is not successful, Customer may return any Sprint wireless Products within the return period to receive a credit, and Customer will lose or repay to Sprint any discounts or service credits provided with a returned Sprint wireless Product or cancelled Nextel Service or Sprint Service. If Customer transfers a number to another carrier before the end of any minimum term commitment, Customer may be subject to early termination fees.
- 7.2 **TTY Access.** TTY-capable wireless Products (also known as TDD or Text Telephone) may not function effectively when attempting 911 calls due to the limitations of the answering agency. A TTY-capable wireless device should not be relied on for 911 calls.
- 7.3 **Pay-Per-Call Services.** Sprint will not complete calls from any wireless Product to 900, 976 and similar numbers for pay-per-call services.
- 7.4 **International Call Blocking.** Sprint will block international calling capability unless Customer expressly requests such capability for a Customer-Liable Active Unit.
- 7.5 **Caller ID.** Caller identification information may not be available for all incoming calls.
- 7.6 **911 or Other Emergency Calls.** For 911 calls, an emergency responder's ability to locate Customer through wireless Products and Services may be affected by various factors, including but not limited to, the type of wireless Product used, lack of a GPS-enabled device, geography or other factors such as the porting process. In some areas and depending on the equipment deployed by the local public safety answering point ("PSAP"), 911 calls may be routed to a state patrol dispatcher instead of the local PSAP. Sprint is not liable for failures or delays in connecting to the appropriate emergency services provider. Enhanced 911 ("E911") service that is compatible with

FCC technical requirements is not available in all areas due to PSAP equipment capabilities. Customer consents to Sprint's disclosure of Customer information to governmental and public safety authorities in response to emergencies. This information may include, but is not limited to, Customer's name, address, number, and the location of the user of the Service at the time of call.

7.7 **Use of Sprint Wireless Data Services.** For devices that allow multiple users to share one connection and subscription, the wireless performance may degrade as more users are added to the single device. Use of Sprint wireless data Services is subject to any storage, memory or other Product limitation. Network speeds (including, but not limited to, data delivery and latency rates) are estimates based on averages. Actual performance may vary, and no minimum speed is guaranteed. Wireless data Services may not be available when Roaming and are not currently available in certain portions of select market areas within the Sprint Networks. Customer acknowledges that use of certain wireless data Services, including some messaging services, may result in the disclosure to third parties of the user's email address and other information in connection with the user's Internet usage. As a result, Customer may receive advertising, warnings, alerts and other messages, including broadcast messages. Sprint reserves the right to limit, suspend or constrain any heavy, continuous data usage that is adversely impacting performance of the Sprint Networks or Sprint 4G Network, or hindering access to the Sprint Networks or Sprint 4G Network. Unless otherwise stated, Sprint reserves the right to limit throughput speeds or the amount of data transferred, and deny, terminate, disconnect or suspend wireless data Service, for Customer's Wireless Data Connection Devices with data usage exceeding 5 GB/month in total, or 300 MB/month while Roaming. Customer's mobile broadband cards, USB modems and embedded modems on "unlimited" Business Plans will not be subject to the 5 GB/month data usage limitation but are subject to the 300 MG/month while Roaming limitation. Sprint reserves the right to deny, terminate, disconnect, modify, or suspend wireless data Service if a Wireless Data Connection Device engages in the following prohibited uses: server devices or host computer applications, including, but not limited to, disproportionate Web camera posts or broadcasts, automatic data feeds, automated machine to machine connections, peer-to-peer (P2P) file-sharing applications broadcast to multiple servers or recipients such that they could enable "bots" or similar routines. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.

7.8 **Compatibility of Wireless Products and Services.** Wireless Products may not be compatible with services provided by other wireless carriers, except for services provided over Sprint Service Provider Affiliate networks or in connection with Roaming agreements. Sprint phones have a software programming lock that protects certain of the handset's operating parameters against unauthorized reprogramming. Information and eligibility requirements for obtaining the software program lock code for Customer's Sprint phones are available at www.sprint.com or by calling 1-888-211-4727. Sprint does not guarantee current or future compatibility of wireless Products or Services with third party products or Applications. Apparent compatibility or notice from Sprint of compatibility is not a Sprint endorsement of a third party product or Application. Unless otherwise stated in the Agreement, Sprint may, in its sole discretion and at any time, disable or discontinue use of any third party product or Application with the wireless Products or Services.

8. **DEFINITIONS.**

- 8.1 "Active Unit" or "Line" means an active piece of wireless Product.
- 8.2 "Anytime Minutes" means the voice minutes of use that are available in a Business Plan that may be used at anytime other than during Nights and Weekends.
- 8.3 "Applications" include email, and data, information and other wireless Internet services.
- 8.4 "Business Plans" are Sprint and Nextel wireless service plans for business customers. Certain Business Plan options are priced in the Agreement or Customer may select from any other available Business Plans, subject to the terms and pricing of that Business Plan.
- 8.5 "Customer-Liable Active Unit" or "Customer Line" means an Active Unit (a) activated by Customer for Customer's end use, (b) enrolled in a Business Plan, and (c) for which Customer is financially liable.
- 8.6 "Domestic Roaming" means Roaming on networks within the United States, Puerto Rico and U.S. Virgin Islands where Sprint has a roaming relationship with the carrier.

- 8.7 “Employee” means a person in the service of Customer and from whom Customer withholds FICA (Federal Insurance Contributions Act) contributions from such person’s gross pay.
- 8.8 “Individual-Liable Active Unit” or “Employee Line” means an Active Unit activated by an Employee and for which the Employee is financially responsible.
- 8.9 “Location Based Service” means any Service or Application that uses, accesses, tracks or discloses the location of an Active Unit.
- 8.10 “MRC” means monthly recurring charge.
- 8.11 “Nationwide Sprint Network” means the Sprint-owned or controlled CDMA/1xrtt wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8.12 “Nextel Device” means a Product that uses the Nextel National Network for Nextel Direct Connect service, including a PowerSource device.
- 8.13 “Nextel National Network” means the Sprint-owned or controlled iDEN wireless network, including network owned or controlled by Nextel affiliates or partners, used by Sprint to provide Nextel Services.
- 8.14 “Nextel Services” means wireless Services provided by Sprint on the Nextel National Network using iDEN technology.
- 8.15 “Nights and Weekends” means Monday through Thursday 9:00 p.m. to 7:00 a.m. and Friday 9:00 p.m. to Monday 7:00 a.m., unless either the Nights and Weekends at 6pm option or Nights and Weekends at 7pm option is selected. “Nights and Weekends at 6pm” means Monday through Thursday 6:00 p.m. to 7:00 a.m. and Friday 6:00 p.m. to Monday 7:00 a.m. “Nights and Weekends at 7pm” means Monday through Thursday 7:00 p.m. to 7:00 a.m. and Friday 7:00 p.m. to Monday 7:00 a.m. The time used to determine Nights and Weekends eligibility is the local time where the wireless Product is located when an inbound or outbound call originates.
- 8.16 “Premium Services” means downloads and Applications, such as games, ringers and screen savers, available through wireless data Services that are above and beyond basic data usage.
- 8.17 “Roaming” means voice or data service provided on another wireless carrier's network through agreements established by Sprint.
- 8.18 “Sprint 4G Network” means the wideband OFDM technology, including WiMax, that Sprint owns or resells, including network components owned or controlled by Sprint Affiliates or partners.
- 8.19 “Sprint 4G Services” means functionality provided by Sprint that either provides data transport on the Sprint 4G Network or allows for the use of Applications related to the Sprint 4G Network.
- 8.20 “Sprint Device” means a Product that uses the Sprint Mobile Broadband Network for Nextel Direct Connect service.
- 8.21 “Sprint Mobile Broadband Network” means the Sprint-owned or controlled CDMA/EV-DO wireless network, including network owned or controlled by Sprint Service Provider Affiliates, used by Sprint to provide Sprint Services.
- 8.22 “Sprint Networks” includes the Nationwide Sprint Network, the Sprint Mobile Broadband Network, and the Nextel National Network.
- 8.23 “Sprint Service Provider Affiliate” means an entity that has entered into an arrangement with Sprint to construct wireless network coverage, perform operational functions in defined geographic areas, and provide mobile wireless telecommunications products and services under the “Sprint” service marks or any other service marks subsequently used by Sprint. “Sprint Service Provider Affiliate Market” means the regions of the United States covered by Sprint Service Provider Affiliates.

- 8.24 “Sprint Services” means wireless Services provided by Sprint and authorized Sprint Service Provider Affiliates on the Nationwide Sprint Network or Sprint Mobile Broadband Network using CDMA technology.
- 8.25 “Wireless Data Connection Device” means a mobile broadband card, USB modem, embedded modem, or a phone subscribed to a phone as modem Business Plan.
- 8.26 “Wireless Services” includes Nextel Services, Sprint Services, and Sprint 4G Services.

EXHIBIT D
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
ADMINISTRATION AGREEMENT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made this 1st day of September 2010, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and Sprint Solutions, Inc. (herein "Supplier").

RECITALS

WHEREAS, the County of Maricopa, AZ (herein "Principal Procurement Agency") has entered into a Master Agreement services No 09099, by and between the Principal Procurement Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of WIRELESS AND DATA EQUIPMENT AND SERVICES (herein "Product(s)") which includes equipment, software, hardware; cabling or other materials sold or leased to Participating Public Agencies by or through Supplier as a separate item from, or bundled with, a Service. "Service(s)" means a wireless business communications services provided to Participating Public Agencies by or through Supplier under the Master Agreement, excluding Products.

WHEREAS, said Master Agreement provides that any of the following domestic or all public agencies state and local governmental entities, public primary education entities, public secondary education entities and public higher education entities, private primary education entities, private secondary education entities, private higher education entities and non profits entities for the public benefit that register with National IPA or otherwise execute a Participating Public Agency Certificate (hereinafter referred to as a "public agency") and any public agency which purchases Products and Services pursuant to the terms of the Master Agreement is hereinafter referred to individually as a "Participating Public Agency" (or collectively as "Participating Public Agencies") may purchase Products and Services at prices stated in the Master Agreement .

WHEREAS, National IPA serves as the contract administrator for certain public agencies with regard to master agreements offered through National IPA;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with the administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies on a national basis and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail.

3. The Master Agreement is incorporated herein as Exhibit A solely for the purpose of setting forth the terms and conditions pursuant to which Principal Procurement Agency and each Participating Public Agency may purchase Products and Services from Supplier. Supplier will not require Participating Public Agencies to enter into a separate agreement with Supplier. Supplier, however, will require all Participating Public Agencies to adhere to Supplier's standard order process ("Standard Order Process") in order to purchase Supplier's Products and Services. The Standard Order Process is defined as the following:

- (i) Participating Public Agencies will be required to issue a Purchase Order, a Letter of Funding Commitment, or other acceptable form of payment authorization ("Order"). The Order must include the Master Agreement Number between Supplier and Principal Procurement Agency.
- (ii) In providing Supplier with the Order, the Participating Public Agency agrees to the terms and conditions of the Master Agreement. The terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services being purchased, delivery destinations, and requested delivery dates.
- (iii) Upon Supplier's receipt of the Order and Participating Public Agency's compliance of the above, Supplier will deliver the Products or Services ordered and/or activate the Participating Public Agency's Service.
- (iv) The term for which services shall be provided by Supplier shall commence on the completion of the Standard Order Process ("Effective Date") and continue for a period of 12 months from the Effective Date ("Order Term"). Thereafter, the Order Term between Supplier and Participating Public Agency shall automatically renew for up to two additional one-year periods unless either Party notifies the other in writing at least 30 days prior to the end of the then current 12-month period.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator under the Master Agreement as set forth herein, and Supplier hereby agrees that National IPA shall act in the capacity of contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and

approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be conterminous with the Master Agreement unless this Agreement expires or is earlier terminated in accordance with its terms and conditions provided, however, that the provisions of paragraph 5 hereof shall survive the term of this Agreement. In the event that the Master Agreement and/or this Agreement terminates for any reason or expires, any Order(s) shall survive until such time as the Order Term expires.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's Products and Services to public agencies and such agencies' verified employees. The Supplier has reviewed, understands and agrees to the Supplier Commitments and Process attached hereto as Exhibit B and incorporated herein by reference. Supplier's failure to maintain the Supplier Commitments and Process shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement pursuant to Section 23.2 of this Agreement.

8. A copy of this Principal Procurement Agency Certificate executed by Principal Procurement Agency and an example of the Master Intergovernmental Cooperative Purchasing Agreement that is agreed to by each Participating Public Agency, which set forth the terms for their respective participation with National IPA, are attached hereto as Exhibit C. National IPA shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org. National IPA shall maintain a current list of Participating Public Agencies and shall provide such a list to Supplier on at least a monthly basis and as otherwise requested by Supplier.

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such public agencies to evaluate potential purchases.

Supplier and National IPA shall provide each respective party with its logo, provided, that each party may be required at the discretion of the other party to execute as a separate agreement setting forth the standard terms of use of such logo for their general use in marketing the Master Agreement. Both parties shall obtain prior written approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA a quarterly administrative fee in the amount of 1.01% of the total monthly recurring charges actually paid to Supplier, (excluding equipment purchases,

applicable taxes, regulatory charges, refunds, credits on returns, rebates and discounts, and other additional charges) for the sale of Products and/or Services on Participating Public Agency Liabile accounts pursuant to the Master Agreement, (as amended from time to time and including any renewal thereof during the Term of this Agreement ("Contract Sales"). National IPA acknowledges that a 1% administrative fee percentage will be deducted from the overall service discount percentage provided to Principal Procurement Agency and any Participating Public Agency (ies). Supplier shall pay National IPA a quarterly administrative fee in the amount of 2% of the total monthly recurring charges actually paid to Supplier, (excluding equipment purchases, applicable taxes, regulatory charges, refunds, credits on returns, rebates and discounts, and other additional charges) for the sale of Products and/or Services to new and existing employees ("Employees") of the Principal Procurement Agency and Participating Public Agencies on individual-liable accounts pursuant to the Master Agreement ("Employee Sales"). National IPA acknowledges that a 2% administrative fee percentage will be deducted from the overall service discount percentage provided to Employees. Contract Sales and Employee Sales will be considered after all discounts are taken into account and the administrative fee will not be paid on Contract Sales and Employee Sales which are not actually invoiced or paid, or which relate to accounts that are in default for non-payment. If Supplier incorrectly pays administrative fees to National IPA, then Supplier shall request a refund of the incorrect amount. Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales and Employee Sales for such month. A sample of the reporting format appears at Exhibit D. Administrative fees shall be paid with respect to all Contract Sales and Employee Sales pursuant to the Master Agreement during the term of this Agreement.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA has the right to audit upon reasonable prior written notice, the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at Supplier's business offices during normal business hours. In the event such audit reveals an underreporting of Contract Sales and/or Employee Sales and a resulting underpayment of administrative fees, Supplier shall within a commercially reasonable period of time pay National IPA the amount of such underpayment. Further, due to the highly sensitive and proprietary nature of Supplier's records, any third party auditor acting on behalf of National IPA shall be subject to prior approval by Supplier and may be required at Supplier's sole discretion to execute Supplier's standard non disclosure agreement prior to examining, inspecting, copying or auditing Supplier's records.

12. Reports of Contract Sales and Employee Sales for Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA one month in arrears, by the 10th day of the second month following the month to which the reports relate. By way of example, Reports of Contract Sales and Employee Sales for January shall be provided by Supplier to National IPA by the 10th day of March. Administrative fee payments for Contract and Employee Sales are due by the 10th day of the second month following the end of the quarter for which the administrative fee relates. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified shall be regarded as a material breach

under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports. Any third party auditor acting on behalf of National IPA shall be subject to prior approval by Supplier and may be required at Supplier's sole discretion to execute Supplier's standard Non Disclosure Agreement prior to examining, inspecting, copying or auditing Supplier's records. Should any audit reveal an underreporting of Contract Sales and/or Employee Sales and a resulting underpayment of administrative fees, Supplier shall promptly within a commercially reasonable period of time pay National IPA the amount of such underpayment

GENERAL PROVISIONS

14. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding.

15. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

16. Assignment. Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed, except that a party may assign this Agreement to a parent company, controlled Affiliate, Affiliate under common control or an entity that has purchased all or substantially all of its assets upon written notice to the other party. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights. Notwithstanding anything in this provision or the Agreement to the contrary, Supplier shall not be required to recognize or deal with any assignee of National IPA unless and until such time as the Principal Procurement Agency provides written notice and authorization to Supplier that the Principal Procurement Agency approves and authorizes the assignment of this Agreement by National IPA to such assignee.

17. All written communications given hereunder shall be delivered U.S. mail, certified mail, return receipt requested and postage prepaid or by overnight delivery on receipt to the addresses as set forth below. Notice shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or overnight delivery service, as applicable.

- A. National Intergovernmental Purchasing Alliance Company
National IPA
Attn: President
1600 Westgate Circle
Suite 275
Brentwood, TN 37027

- B. Principal Procurement Agency
Brian Walsh, MPA, CPPB
Procurement Consultant
Maricopa County
Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003

- C. Supplier
Sprint
Attn: Legal Dept. - Public Sector
12502 Sunrise Valley Drive
MS: VARESA0208
Reston, VA 20196
Fax: (703) 433-8798

18. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

19. This Agreement may not be effectively amended, changed, modified, or altered without the prior written consent of the parties hereto.

20. CONFIDENTIAL INFORMATION

20.1 Definitions

(a) "Confidential Information" means nonpublic information (i) about the Discloser's business, (ii) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement, and (iii) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes, but is not limited to: trade secrets; financial information; technical information, including research, development, procedures, algorithms, data, designs, and know-how; business information, including operations, planning, marketing plans, and products; and the pricing and terms of this Agreement including related discussions, negotiations and proposals.

(b) "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

20.2 Nondisclosure. Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in this Agreement. This obligation will continue until 2 years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Supplier services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

20.3 Injunction. The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of an adequate remedy at law.

20.4 CPNI. As Supplier provides Products and Services to Participating Public Agencies, Supplier develops information about the quantity, technical configuration, type and destination of Products and Services each Participating Public Agency uses, and other information found on Participating Public Agency's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Participating Public Agency has a right, and Supplier has a duty, to protect the confidentiality of CPNI. For example, Supplier implements safeguards that are designed to protect a Participating Public Agency's CPNI, including using authentication procedures when Participating Public Agency contacts Supplier. For some business accounts with a dedicated Supplier representative, Supplier may replace standard authentication measures with a pre-established point of contact for Participating Public Agency. Accordingly, notwithstanding anything in this Agreement to the contrary, in no event will Supplier be obligated to provide CPNI to National IPA and in no event will National IPA disclose any CPNI that comes into National IPA's possession.

20.5 Privacy. Supplier's privacy policy, as amended from time to time, is available at www.Supplier.com/legal/privacy.html. The privacy policy includes information about Supplier's customer information practices and applies to the provisioning of the Products and Services.

21. Limitations of liability

21.1 Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, not to exceed \$50,000. Supplier's payment obligations regarding the Administrative Fee and the parties' indemnification obligations under this Agreement are excluded from this provision.

21.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

21.3 Disclaimer. SUPPLIER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.

22. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising directly from the performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

23. Termination

23.1 Supplier Right to Terminate

- (a) Supplier may terminate this Agreement upon written notice to National IPA and Principal Procurement Agency if:
 - (i) National IPA fails to cure any breach of this Agreement within 30 days after receiving Supplier's written notice;
 - (ii) Supplier receives written notice from Principal Procurement Agency that Principal Procurement Agency has terminated its contractual relationship with National IPA; or
 - (iii) National IPA fails to comply with applicable law or regulation and National IPA's noncompliance prevents Supplier's performance under this Agreement.

23.2 National IPA Right to Terminate

- (a) Material Failure. National IPA may terminate this Agreement upon written notice to the Supplier and Principal Procurement Agency if:

- (i) Supplier fails to cure any breach of this Agreement within 30 days after receiving National IPA's written notice,
- (ii) National IPA receives written notice from Principal Procurement Agency that Principal Procurement Agency has terminated its contractual relationship with Sprint; or
- (iii) Supplier fails to comply with applicable law or regulation and Supplier's noncompliance prevents Supplier's performance under this Agreement.

In the event this Agreement is terminated for any reason, including, but not limited to, pursuant to this Section 23 or Section 6, the parties' rights and obligations hereunder shall terminate as of the effective date of termination. Sprint shall pay National IPA for any unpaid Administrative Fees earned by National IPA through the effective date of termination. Such final payment shall be made within thirty (30) days of the effective date of termination. In no event shall National IPA be entitled to Administrative Fees on Contract Sales and/or Employee Sales relating to periods after the effective date of termination.

24. Force majeure. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a LEC's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

25. Independent Contractor. Supplier and National IPA shall each be considered an independent contractor. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

26. Dispute Resolution

(a) Jury Trial Waiver. The parties mutually, expressly, irrevocably and unconditionally waive trial by jury and any right to proceed as lead plaintiff, class representative, or other representative capacity for any class action proceedings arising out of or relating to this Agreement or an Order. This subsection survives the termination of this Agreement.

(b) Arbitration. If the parties mutually agree, any dispute arising out of or relating to the Agreement may be finally settled by arbitration. However, if the jury trial waiver is held to be unenforceable by a court, then arbitration is mandatory. Any arbitration must be held in accordance with the rules of the CPR Institute for Dispute Resolution and governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq. All arbitration proceedings for disputes relating to Domestic Products or Services will be held in the Phoenix, AZ metropolitan area. If the dispute relates to Supplier's provision of non-Domestic Products or Services, all arbitration proceedings will be conducted in the English language pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration for disputes related to non-Domestic Products or Services is Phoenix, AZ, USA. No arbitration proceeding will include class action arbitration.

27. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

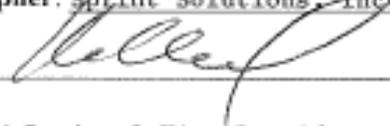
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: 

Title: Chief Operating Officer

Date 11/22/10

Supplier: Sprint Solutions, Inc.

By: 

Title: Regional Vice President

Date: _____

Approved by
Public Sector Legal
as to legal form

KAC 11-29-10

National IPA Administration Agreement
Exhibit A - Master Agreement

The Master Agreement No 09099, by and between the County of Maricopa, AZ (Principal Procurement Agency) and Supplier, is incorporated herein by reference as though fully set forth herein.

National IPA Administration Agreement
Exhibit B - SUPPLIER COMMITMENTS AND PROCESS

The following is intended to assist the supplier in successfully implementing the Master Agreement:

National IPA Administration Agreement -The supplier is required to execute the National IPA Administration Agreement ("Agreement") concurrent with the execution of the Master Agreement.

National Account Management Team -The supplier shall provide a National Account manager with the authority and responsibility for the Master Agreement contract within the supplier's organization.

State and Local Agency Access -Establish the following communication links to facilitate customer access and communication:

- A dedicated National IPA internet web-based homepage with:
 - o National IPA standard logo;
 - o Copy of original Request for Proposal or Invitation to Bid;
 - o Copy of contract and amendments between lead Principal Procurement Agency and supplier;
 - o Summary of products and pricing;
 - o Electronic link to National IPA's online registration page;
- A dedicated toll free number for National IPA

Electronic Registration - National IPA shall require each Participating Public Agency to register its participation in the National IPA program using the electronic registration feature at www.nationalipa.org. National IPA shall maintain a current list of Participating Public Agencies and shall provide such a list to Supplier on at least a monthly basis and as otherwise requested by Supplier. Supplier is responsible for informing each Participating Public Agency during the sales process of the requirement to complete the National IPA's online registration process to be eligible for the program. Supplier is responsible for ensuring that each Participating Public Agency is on the National IPA-provided list prior to processing the Participating Public Agency's first sales order.

Sales Report -The supplier is responsible for reporting all Participating Public Agency Contract Sales and Employee Sales on a monthly basis and Cumulative Contract Sales through the end of such month by the 10th day of the second month following the month to which the reports relate in the provided format attached as Exhibit D to the National IPA Administration Agreement.

Administrative Fees -The supplier is responsible for paying to National IPA a quarterly administrative fee on all Participating Public Agency Contract Sales and Employee Sales by the 10th day of the second month following the end of the quarter for which the administrative fee relates as set out in Section 10 and in accordance with the provisions of the National IPA Administration Agreement.

National IPA Awareness -National IPA is responsible for marketing the overall National IPA

concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness. Notwithstanding anything in this Agreement or the Master Agreement to the contrary, the parties agree and acknowledge that Supplier is under no obligation to market this Agreement to Supplier's existing customers, or to migrate or otherwise transfer any existing Supplier customers from their existing Supplier contract(s) to this Agreement.

Supplier Sales -Supplier is responsible for proactive direct sales of supplier's goods and services to eligible public agencies nationwide (excluding Sprint's existing customers) and the timely follow up to leads established by National IPA. Sprint shall use commercially reasonable efforts to include the National IPA logo on sales materials specifically relating to the Master Agreement. At a minimum, the supplier's sales initiatives should communicate:

- Contract was competitively solicited by a Principal Procurement Agency;
- Competitive government pricing
- No cost to participate
- Non-exclusive contracts
- Key features of National IPA contract
- Working knowledge of the Solicitation Process
-

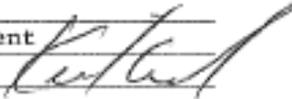
Sales Force Training -Supplier is responsible for the training of its national sales force on the National IPA contract. At a minimum, sales training should include:

- Awareness of the range of public agencies that can access National IPA

Name: Kevin Kunkel

Title: Regional Vice President

Signature: _____



Approved by
Public Sector Legal
as to legal form

KAC 11-29-10

National IPA Administration Agreement
**Exhibit C - MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
 AGREEMENT**

This agreement is made between certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Intergovernmental Purchasing Alliance Company ("National IPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

Example

RECITALS

WHEREAS, after a competitive bidding and selection process by Principal Procurement Agencies, a number of Suppliers have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through National IPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

National IPA PPA Certificate

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE
WIRELESS EQUIPMENT AND SERVICES**

The County of Maricopa, in its capacity as a Principal Procurement Agency for National Intergovernmental Purchasing Alliance Company ("National IPA"), agrees to pursue a Master Agreement for Wireless Communication Equipment and Services. This Master Agreement will be pursued in accordance with the project timeline and anticipated award date agreed to in Exhibit -1 incorporated herein.

Authorized Signature, Principal Procurement Agency



Signature

Dr. Mark Agate

Title

Lalokay L. Baysinger

Printed Name

8/4/09

Date

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY



Signature

M. Todd Abner

Title

President & CEO

Printed Name

8/4/09

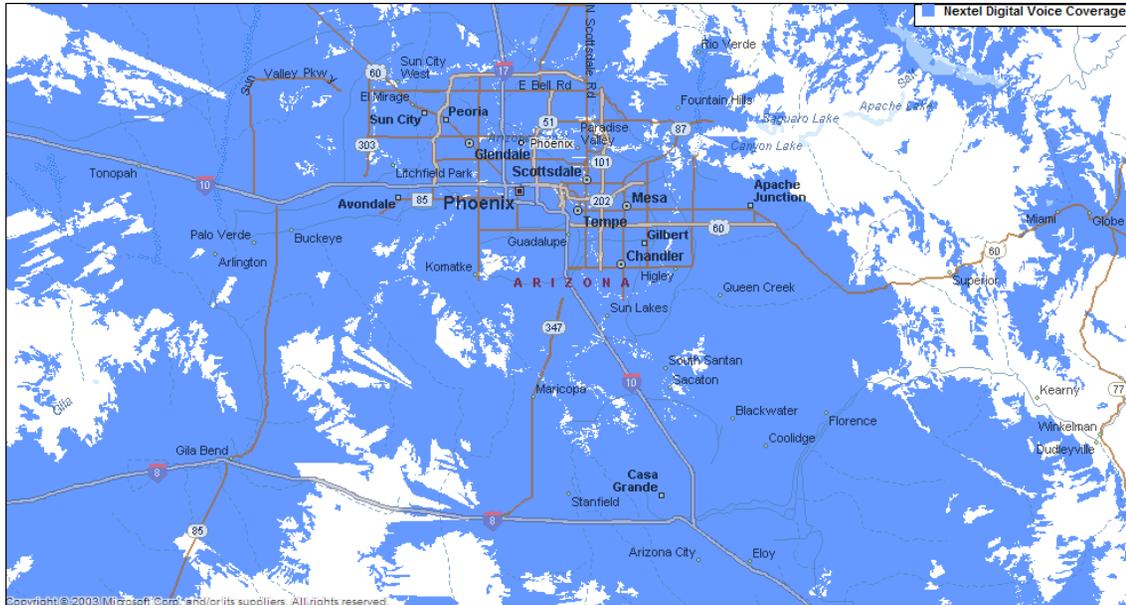
Date

EXHIBIT E COVERAGE MAPS

Nextel iDEN Coverage

Sprint owns and operates the Nextel National Network, which currently serves over 270 million people, all of the Top 100 markets and 297 of the Top 300 metropolitan areas across the country. Sprint provides all-digital wireless voice and data services over the proprietary Nextel iDEN network to millions (upon millions) of Direct Connect customers, making it the largest push-to-talk service in the industry. Due to the uniqueness of iDEN technology the Nextel National Network does not roam onto other carriers' networks, so subscribers using iDEN never incur roaming charges.

Arizona Nextel iDEN Coverage



Regarding Nextel Coverage Maps

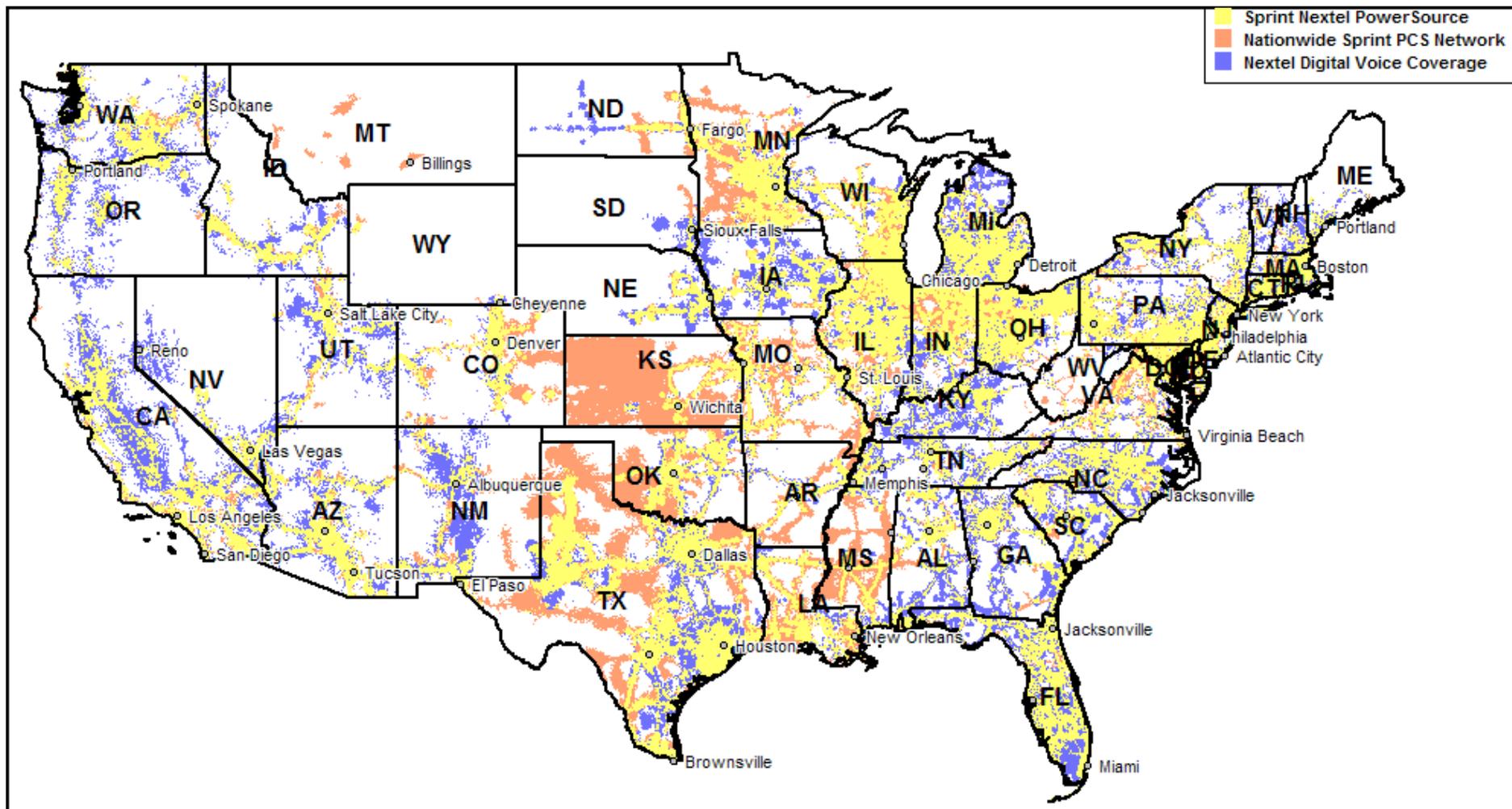
These maps depict approximate service areas for outdoor coverage, based on computer-generated, radio-frequency coverage projections and information provided by third parties. They are not a guarantee of service availability.

Nextel Digital Voice coverage is anticipated coverage at launch and subject to change at Sprint's discretion. Actual coverage, quality, and availability of coverage may vary based on network problems, signal strength, customer equipment, terrain, structures, weather, and other limitations or conditions. Nextel Digital Voice coverage is not available everywhere and may not be available in all the areas depicted on these maps.

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While Sprint does not guarantee coverage in any specific area at any specific time, the performance of the Nationwide Sprint Network has been outstanding, and is covered by industry-first Service Level Agreements for business customers. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee wireless service will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.

Nationwide Nextel iDEN Coverage

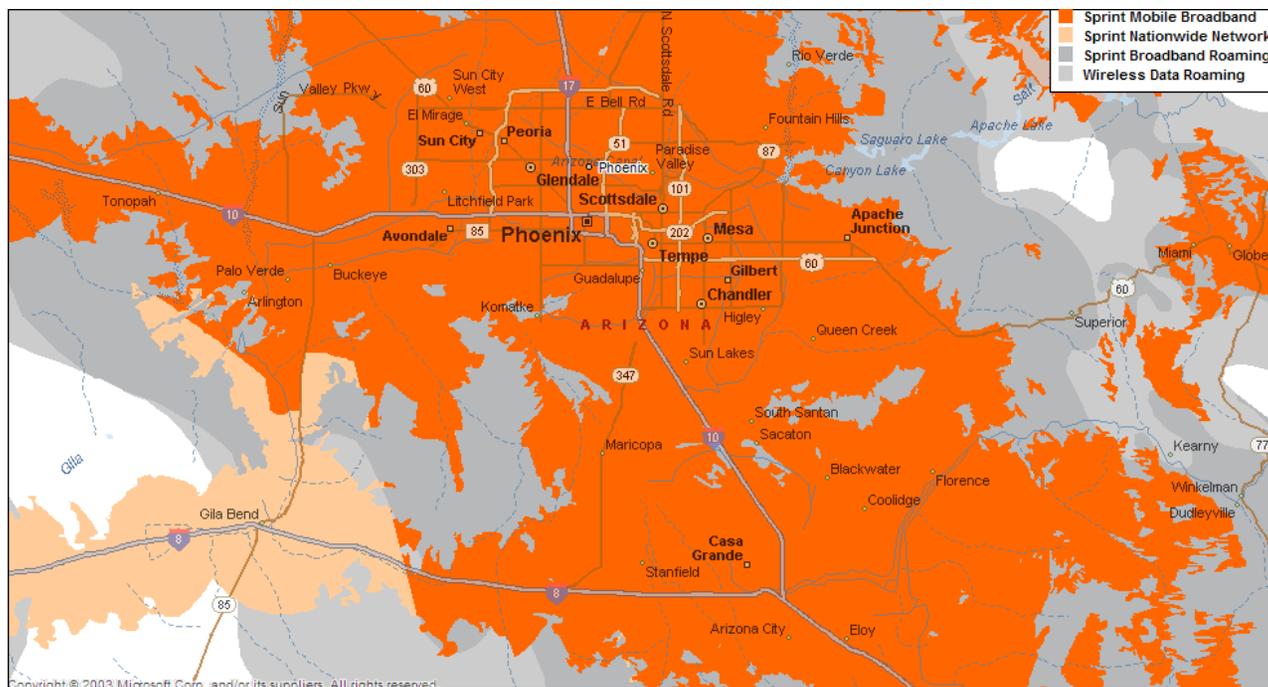


To view coverage by zip code, we recommend utilizing the www.sprint.com/coverage tool.

Sprint Coverage

The Nationwide Sprint Network is built on a single, digital technology called Code Division Multiple Access, or CDMA. Employees can expect the same features and consistent service levels virtually anywhere they travel on our CDMA network nationwide. Sprint's CDMA wireless voice services are available to over 260 million people. Over 295 million are covered for voice services when including analog and digital roaming partner agreements.

Arizona Sprint Coverage



Regarding MOBILE BROADBAND Coverage Maps

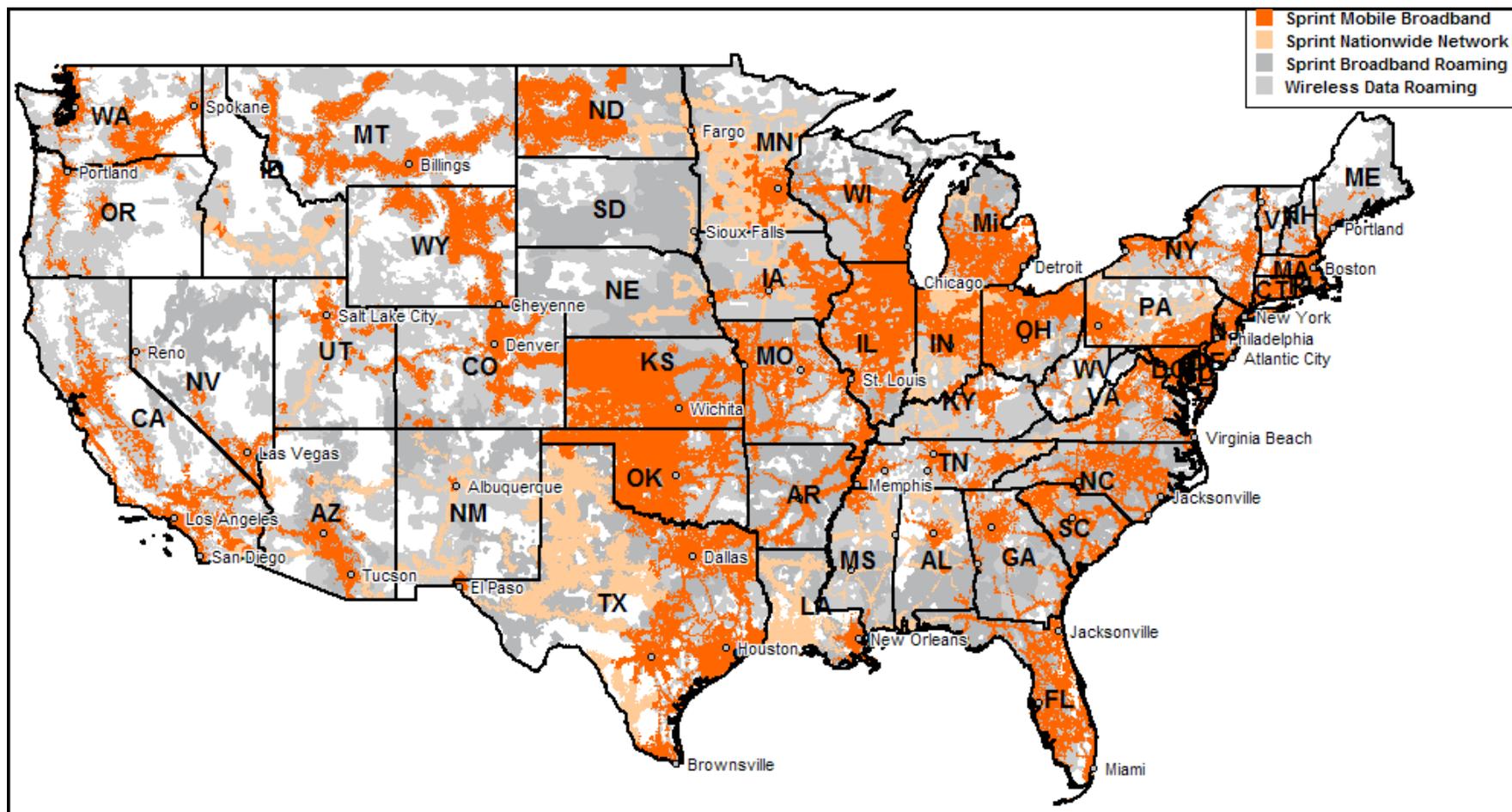
These maps depict approximate service areas for outdoor coverage, based on computer-generated, radio-frequency coverage projections and information provided by third parties. They are not a guarantee of service availability.

MOBILE BROADBAND coverage is anticipated coverage at launch and subject to change at Sprint's discretion. Actual coverage, quality, and availability of coverage may vary based on network problems, signal strength, customer equipment, terrain, structures, weather, and other limitations or conditions. MOBILE BROADBAND coverage is not available everywhere and may not be available in all the areas depicted on these maps.

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Coverage	Download	Upload
 Sprint Mobile Broadband Network	600 kbps - 1.4 Mbps	350 kbps - 500 kbps
 Mobile Broadband Roaming	400 kbps- 700 kbps	50 kbps - 70 kbps
 Nationwide Sprint Network	50 kbps - 70 kbps	50 kbps - 70 kbps

Nationwide Sprint Voice Coverage



To view coverage by zip code, we recommend utilizing the www.sprint.com/coverage tool.

EXHIBIT F



EXHIBIT F

**Sprint Business Solutions
Wireless Voice Service Level Agreement**

1. Policy.

Sprint is committed to providing reliable, high-quality services on its wireless mobile network. As one indicator of Sprint's service commitment, Sprint provides this Service Level Agreement ("SLA") covering wireless voice service and performs ongoing measurement of its service metrics on a nationwide basis. If Network performance, as measured on a nationwide basis, does not meet the applicable metrics set forth in this SLA, then Eligible Customers may be eligible for a service credit. All defined terms are set forth in Sections 5 and 6 below.

2. Network Performance Commitments.

Network performance is the measure of how voice information travels through the Network. Sprint's Network Performance SLAs are measured **across specific Sprint Network elements**, and apply to **sites on Sprint and Sprint Affiliate platforms**. Sprint will make available on a secure, password protected website information regarding whether the Network attained the voice performance objectives set forth in this SLA during the prior month. Customer agrees that the network performance metrics provided by Sprint pursuant to this SLA are Sprint proprietary and confidential information. Customer will not disclose the network performance metrics to any third party, unless expressly permitted under the terms of the Customer's nondisclosure agreement with Sprint. If Sprint fails to attain these objectives (except as excluded under Section 3 below), Eligible Customers may request a Service Credit to compensate for the performance shortfall. The calculation of each of the Network performance commitments described in this Section 2 is based on the overall average performance of Sprint's nationwide Network. An Eligible Customer's individual experience may differ from the percentages posted by Sprint at the end of each calendar month due to specific conditions affecting such Eligible Customer.

2.A. Network Voice Block Rate.

2.A.1. Network Voice Block Commitment.

The "Network Voice Block Rate" is the percentage of calls that are blocked as compared to the total number of attempts made by users on the Network over a calendar month. The call is said to be blocked if the user cannot successfully place a call while within the Sprint PCS Coverage Area. The national overall average for the Network Voice Block Rate will be less than 2.00% during each calendar month (the "Network Voice Block Commitment"). Standard rounding methodology as described by the National Institute of Standards and Technology (NIST) will apply.

2.A.2. Network Voice Block Validation. Sprint will post each month's actual Network Voice Block Rate on a password protected website on or about the 22nd day of the subsequent calendar month.

EXHIBIT F



2.A.3. Network Voice Block Service Credit. If the posted Network Voice Block Rate for a calendar month fails to meet the Network Voice Block Commitment, an Eligible Customer may contact its Sprint representative in writing within 15 business days of the Network Voice Block Rate being posted to request the applicable service credit. Upon Sprint's verification that the Network Voice Block Rate during that calendar month failed to meet the Network Voice Block Commitment specified above, Sprint will issue a service credit to the Eligible Customer equal to 10% of the Eligible Customer's Monthly Recurring Charges for Wireless Service for that month, not to exceed the limits in Section 4. Approved service credit(s) will be applied to an Eligible Customer's invoice during the next available bill cycle. Any decision made by Sprint regarding whether Sprint satisfies the Network Voice Block Commitment will be final, binding and conclusive, and is within Sprint's sole discretion.

2.B. Network Voice Drop Rate.

2.B.1. Network Voice Drop Commitment. The "Network Voice Drop Rate" is the percentage of calls that are dropped as compared to the total number of calls established on the Network over a calendar month. The call is dropped when a user experiences an abnormal call release without either party manually ending the call while within the Sprint PCS Coverage Area. The national overall average for the Network Voice Drop Rate will be less than 2.00% during any calendar month (the "Network Voice Drop Commitment"). Standard rounding methodology as described by the National Institute of Standards and Technology (NIST) will apply.

2.B.2. Network Voice Drop Validation. Sprint will post each month's actual Network Voice Drop Rate on a password protected website on or about the 22nd day of the subsequent calendar month.

2.B.3. Network Voice Drop Service Credit. If the posted Network Voice Drop Rate fails to meet the Network Voice Drop Commitment, the Eligible Customer may contact its Sprint representative in writing within 15 business days of the Network Voice Drop Rate being posted to request the applicable service credit. Upon Sprint's verification that the Network Voice Drop Rate during that calendar month failed to meet the Network Voice Drop Commitment, Sprint will issue a service credit to the Eligible Network Customer equal to 10% of the Eligible Customer's Monthly Recurring Charge for Wireless Service for that month, not to exceed the limits in Section 4. Approved service credit(s) will be applied to an Eligible Customer's invoice during the next available bill cycle. Any decision made by Sprint regarding whether Sprint satisfies the Network Voice Drop Commitment will be final, binding and conclusive, and is within Sprint's sole discretion.

2.C. Network Voice Availability Rate.



EXHIBIT F

2.C.1. Network Voice Availability Commitment.

The Network Voice Availability Rate is the percentage of minutes that the Network Voice Elements are operational as compared to the total number of minutes within a given calendar month. Network Voice Elements are considered operational if they can perform any of their call processing functions. "Network Voice Elements" include BTS (Base Transceiver Station), MM (Mobility Manager), MSC (Mobile Switching Center) and WSCP (Wireless Service Control Point) mated pairs. The overall average Network Voice Availability Rate will be 99.9% or greater during each calendar month (the "Network Voice Availability Commitment"). Standard rounding methodology as described by the National Institute of Standards and Technology (NIST) will apply.

2.C.2. Network Voice Availability Validation. Sprint will post each month's actual Network Voice Availability Rate on a password protected website on or about the 22nd day of the subsequent calendar month.

2.C.3 Network Voice Availability Credit. If the posted Network Voice Availability Rate fails to meet the Network Voice Availability Commitment, the Eligible Customer may contact its Sprint representative in writing within 15 business days of the Network Voice Availability Commitment being posted to request the applicable service credit. Upon Sprint's verification that the Network Voice Availability Rate during that calendar month failed to meet the Network Voice Availability Commitment, Sprint will issue a service credit to the Eligible Customer equal to 10% of the Eligible Customer's Monthly Recurring Charge for Wireless Service for that month, not to exceed the limits in Section 4. Approved service credit(s) will be applied to an Eligible Customer's invoice during the next available bill cycle. Any decision made by Sprint regarding whether Sprint satisfies the Network Voice Availability Commitment will be final, binding and conclusive, and is within Sprint's sole discretion.

3. Exclusions from Applicability of Sprint Wireless SLAs.

3.A. Exclusions. The Sprint Wireless Services SLAs will not apply to, or in the event of:

3.A.1 Circumstances caused by acts or omissions of Eligible Customer, its agents or vendors.

3.A.2 Force majeure events, including, but not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); power outages, mass calling events, spam attacks, virus attacks, or other events outside of Sprint's reasonable control; wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties; acts by local exchange carriers or other third parties; explosions and fires; embargoes, strikes and labor disputes; governmental decrees and any other cause beyond Sprint's reasonable control. If a force majeure event occurs, the performance metrics for the impacted Network Voice Elements may be excluded from the calculation of the overall nationwide Sprint Network performance metrics for that month.



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3.A.3 Eligible Customer's failure to materially comply with its obligations as defined in Eligible Customer's agreement with Sprint for the purchase of wireless services, including failure to pay valid past-due amounts; order suspensions due to customer's credit worthiness.

3.A.4 Scheduled maintenance events.

3.A.5 Failure of any components outside the Network or outside of Sprint's reasonable control.

3.A.6 Sprint PCS data services (including but not limited to PCS Ready Link services, PCS Vision services or messaging services).

3.A.7 Failure of any enhanced voice applications such as Sprint PCS Voice Mail, Voice Command or other similar enhanced voice services.

3.B. Applicability and Amendments.

Sprint reserves the right to terminate the SLA at any time in its sole discretion, and to amend the SLA from time to time by posting the terms of the revised SLA to a secure, password protected website.

Eligible Customer is subject to the then-current terms of the SLA, if any, that are posted at the time of the event(s) giving rise to Eligible Customer's request for a service credit pursuant to Section 2 above.

4. Maximum Service Credits.

4.A Monthly Service Credit. In no event will any service credits issued to an Eligible Customer for a single calendar month exceed 30% of such Eligible Customer's Monthly Recurring Charges for Wireless Service.

4.B. Yearly Service Credit. In no event will the cumulative total of service credits issued to an Eligible Customer during a Contract Year exceed 20% of such Eligible Customer's total Monthly Recurring Charges for Wireless Service invoiced during the Contract Year.

5. Definitions.

The following definitions are used in this SLA:

5.A Contract Year – The 12-month billing period commencing on the first day of the month after Eligible Customer's agreement with Sprint for the purchase of wireless services becomes effective and each successive 12 month billing period thereafter.

5.B Coverage Area – The user is said to be within the Coverage Area if the user is not in roaming mode and the user's phone displays at least 1 highlighted bar on the phone's screen. If none of the bars are highlighted, the user is outside the Coverage Area of Sprint PCS.



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5.C Eligible Customer – Any customer that (i) purchases wireless services from Sprint or a Sprint Affiliate (or who renews an existing agreement with Sprint for the purchase of wireless services) on or after August 9, 2004 with a minimum 1 year term commitment, (ii) is in full compliance with the terms of its agreement with Sprint or the Sprint Affiliate for the purchase of wireless services, and (iii) is a customer whose charges for company-liable users are billed directly to the customer's account. An individually-liable user or Employee Line is not an Eligible Customer and is not eligible to receive the service credits described in this SLA.

5.D Monthly Recurring Charge for Wireless Service – All monthly recurring charges for wireless services inclusive of the primary plan and all attachable charges, and excluding overage charges and one time charges.

5.E Network – The Sprint-owned or controlled CDMA wireless network located in the United States, including network owned or controlled by Sprint Affiliates, used by Sprint to provide wireless services.

5.F Network Voice Availability Rate – the Network Voice Availability Rate is defined in Section 2.C.1.

5.G Network Voice Block Rate – The Network Voice Block Rate is defined in Section 2.A.1.

5.H Network Voice Drop Rate – The Network Voice Drop Rate is defined in Section 2.B.1.

5.I Network Voice Elements – The Network Voice Drop Rate is defined in Section 2.C.1.

5.J Sprint Affiliates – Independent third parties that by contract offer telecommunications services under the Sprint brand name.

6. Acronyms.

6.A MM – Mobility Manager: Consists of two or more Unix-based servers with a large hard disk-drive and tape-backup plus a number of workstations all interconnected with an Ethernet Hub, MM provides the human interface in the CDMA Base Station System.

6.B BTS – Base Transceiver Station: Device used to transmit radio frequencies over the air.

6.C CDMA – Code Division Multiple Access: wireless digital interface technology used exclusively in all Sprint networks based upon the IS 2000 Rel 0 standards.

6.D MSC – Mobile Switching Center: A switch providing services and coordination between mobile users in a network and external networks.

6.E WSCP – Wireless Service Control Point: A service control point used in wireless technology.

SPRINT SOLUTIONS, INC., PO BOX 4181, CAROL STREAM IL 60197

PRICING SHEET: **91575**

Terms:	NET 30
Vendor Number:	W000017544 X
Telephone Number:	602/757-7554
Fax Number:	602/470-7363
Contact Person:	David Perdichizzi
E-mail Address:	David.Perdichizzi@sprint.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 31, 2013 2016.