

SERIAL 09099 RFP WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.) Contract - USA Mobility, 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 is entered into this 1st day of September, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and USA Mobility Wireless, Inc. a Virginia corporation ("Contractor") for the purchase of pager equipment and services.

1.0 CONTRACT TERM:

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

2.0 PAYMENTS:

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

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

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

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

3.0 AVAILABILITY OF FUNDS:

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

4.0 DUTIES:

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

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

- 5.1.1 **To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.**
- 5.1.2 **The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.**
- 5.1.3 **The scope of this indemnification does not extend to the sole negligence of County.**

5.2 INSURANCE REQUIREMENTS:

- 5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.**
- 5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.**
- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.**
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.**
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.**
- 5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.**
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.**
- 5.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.**
- 5.2.9 Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**

5.2.10 Automobile Liability:

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

5.2.11 Workers' Compensation:

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

5.2.12 Errors and Omissions Insurance:

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

5.2.13 Certificates of Insurance.

5.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.13.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

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

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

5.2.14 Cancellation and Expiration Notice.

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

5.3 ADDITIONS/DELETIONS OF SERVICE:

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

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

5.4 WARRANTY OF SERVICES:

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

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

5.5 INTERNET ORDERING CAPABILITY:

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

5.6 NOTICES:

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

For County:

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

For Contractor:

USA Mobility Wireless, Inc.
Attn: Sales Administration
3000 Technology Dr., Suite 400
Plano, TX 75074

5.7 LANGUAGE FOR REQUIREMENTS CONTRACTS:

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

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

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

5.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

5.9 TERMINATION FOR DEFAULT:

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

5.10 TERMINATION BY THE COUNTY:

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

5.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

5.12 OFFSET FOR DAMAGES;

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

5.13 ADDITIONS/DELETIONS OF SERVICE:

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

5.14 RELATIONSHIPS:

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

5.15 SUBCONTRACTING:

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

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

5.16 AMENDMENTS:

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

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

In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

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

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

5.18 AUDIT DISALLOWANCES:

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

5.19 VALIDITY:

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

5.20 ALTERNATIVE DISPUTE RESOLUTION:

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

5.20.1.1 Render a decision;

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

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

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

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

5.21 SEVERABILITY:

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

5.22 RIGHTS IN DATA:

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

5.23 INTEGRATION:

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

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

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

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

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

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

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

5.26 CONTRACTOR LICENSE REQUIREMENT:

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

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

5.27 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

5.28 INFLUENCE

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

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

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

5.29 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

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

5.30 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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

5.31 PRICES:

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

5.32 GOVERNING LAW:

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

5.33 INCORPORATION OF DOCUMENTS:

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

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

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

CONTRACTOR:

Daniel J. Brosey
AUTHORIZED SIGNATURE

DANIEL J. BROSEY, VP, MARKETING
PRINTED NAME AND TITLE

6850 VERSAR CIR, #420, SPRINGFIELD, VA 22151
ADDRESS

JULY 30, 2010
DATE

MARICOPA COUNTY:

Don Staley
CHAIRMAN, BOARD OF SUPERVISORS

SEP 07 2010
DATE

ATTESTED:

John DeCristoforo
CLERK OF THE BOARD 090110

SEP 07 2010
DATE

APPROVED AS TO FORM:

Dan Bennett
LEGAL COUNSEL

Sept 2 2010
DATE

**ATTACHMENT A
PRICING**

SERIAL 09099-RFP

PRICING SHEET NIGP CODE: 91505

BIDDER NAME:	<u>USA MOBILITY WIRELESS INC</u>
F.I.D./VENDOR #:	<u>W000001496</u>
BIDDER ADDRESS:	<u>13835 N. Tatum Blvd, Suite 9-211, Phoenix, AZ 85032</u>
P.O. ADDRESS:	<u>PO Box 660770 - Dallas TX 75266-0770</u>
BIDDER PHONE #:	<u>480/296-1696 (Local) / (240) 508-9201 (Corp-GAM)</u>
BIDDER FAX #:	<u>866/466-7188 (Local) / (877) 351-0118 (Corp)</u>
COMPANY WEB SITE:	<u>www.USAMOBILITY.com</u>
COMPANY CONTACT (REP):	<u>Dean Simmonds (GAM)</u>
E-MAIL ADDRESS (REP):	<u>Dean.Simmonds@usamobility.com</u>

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

PRICING:

1.0 PAGER PLANS (Optional) - *Includes PRO	NUMERIC	ALPHANUMERIC
1.1 IN AREA (LOCAL/STW)*	\$1.75	PER MONTH \$4.25 PER MONTH
1.2 OUT OF AREA (NATIONWIDE)*	\$7.60	PER MONTH \$9.50 PER MONTH
1.3 OUT OF AREA (REGIONAL)*** *** Tri-STATE Coverage	\$2.00	PER MONTH \$4.75 PER MONTH
1.4 Voice Mail	\$.50	Per pager per month (10 Messages / 12 Hr / 30 Sec)
1.5 Group Paging Leader (Follower - N/C)	\$1.75	Per pager per month DIGITAL
1.6 Alphamate Keyboards	\$600.00	AlphaMate Keyboard

2.0 EQUIPMENT DISCOUNT

2.1 PAGERS	<u>30%</u>	OFF PUBLISHED PRICE (Damaged Beyond Repair/COAM)
2.2 ACCESSORIES	25%	OFF PUBLISHED PRICE

3.0 EMPLOYEE DISCOUNT

3.1 EMPLOYEE PLANS	15%	OFF ANY PUBLISHED PLAN
3.2 EMPLOYEE EQUIPMENT	15%	OFF ANY EQUIPMENT

**EXHIBIT A-1
ADDITIONAL PRICING OPTIONS**

Type of Pager	Cost per Month	Message Allowance
Numeric Pagers Leased – Local / STW Coverage (<i>PRO Included</i>)	\$ 1.75 per pager	Unlimited Messages
Tri-State Region Coverage: 3 States (AZ, NV, CA) DIGITAL	\$ 2.00 per pager	(\$.25 Additional charge to Statewide service)
Numeric Pagers Leased NTW Coverage (<i>PRO Included</i>)	\$ 7.50 per pager	Unlimited Messages
Alpha Pagers Leased – Local / STW Coverage (<i>PRO Included</i>)	\$ 4.25 per pager	Unlimited Messages
Tri-State Region Coverage: 3 States (AZ, NV, CA) alpha	\$ 4.75 per pager	(\$.50 Additional charge to Statewide service)
Alpha Pagers Leased NTW Coverage (<i>PRO Included</i>)	\$ 9.50 per pager	Unlimited Messages
NATIONWIDE 2-way		
M90/T900 Two-Way Pager – Customer Owned and Maintained (COAM)	\$ 9.95 per pager	25,000 Characters, \$.0007 per character over
M90/T900 Two- Way Pager – Customer Owned and Maintained (COAM)	\$ 10.95 per pager	75,000 Characters, \$.0006 per character over
M90/T900 Two- Way Pager – Leased	\$ 10.95 per pager	25,000 Characters, \$.0007 per character over
M90/T900 Two- Way Pager – Leased	\$ 11.95 per pager	75,000 Characters, \$.0006 per character over
M90/T900 Two- Way Pager – Leased	\$ 13.95 per pager	250,000 Characters, \$.0005 per character over
M90/T900 Two- Way Pager – Leased	\$ 15.95 per pager	Unlimited Characters per Month
ST902 Two- Way Pager – Leased	\$ 13.95 per pager	25,000 Characters, \$.0007 per character over
ST902 Two- Way Pager – Leased	\$ 17.95 per pager	75,000 Characters, \$.0006 per character over
ST902 Two- Way Pager – Leased	\$21.95 per pager	250,000 Characters, \$.0005 per character over
ST902 Two- Way Pager – Leased	\$ 23.95 per pager	Unlimited Characters per Month

PAGER PROTECTION PLAN
(Optional for COAM, INCLUDED for Leased)

Numeric	\$ 0.10 per pager (COAM Only)	Deductible Numeric \$10
Alpha	\$.10 per pager (COAM Only)	Deductible Alpha \$25
M90/T900 Two-Way Pagers	\$ 2.00	Deductible \$45
ST902 Two-Way Pagers	\$ 2.00	Deductible \$65
Numeric Pagers	Water Damage Beyond Repair \$ 25	COAM Purchase \$39
Alpha Pagers	\$ 59	\$69
M90/T900 Two-Way Pagers	Water Damage Beyond Repair \$ 75	COAM Purchase \$ 99.
ST902 Two-Way Pagers	Water Damage Beyond Repair \$ 99.00	COAM Purchase \$ 149.

Additional Options		
Personal 800/888 numbers	\$ 2.50 per month	
Additional Telephone Numbers	\$ 1.00 per pager per month	
Group Call Numbers Leader / Capcode (Followers – N/C)	Applicable Monthly charge for type of pager	\$ 4.25 Alpha \$ 1.75 Digital
Data Cast	No charge	ONLY available on alpha pagers
Message Carbon Copy	\$0.50 per pager	Feature Bundling AVX. \$.50 for additional email
My Alias	N/C	Allows text device an email alias (vs. 10digit#@usamobility.net)
CellText Messaging	\$1.50 per pager	Allows SMS Text capability to any 2-way device
Voice Prompt	INCL per pager	
Voice Mail MP1	\$1.50 per pager	15 msg, 72 hour, 60 sec
Voice Mail MP2	\$1.00 per pager	10 msg, 24 hour, 45 sec
Voice Mail MP4	\$0.50 per pager	10 msg, 12 hour, 30 sec
WeatherBug	\$0.99 per pager \$1.99 per pager	Standard Package Standard Plus Package
MultiMessenger	\$.50 \$1.00 \$1.50 \$2.00	1-10 followers 21-40 followers 41-60 followers 61-100 followers
OTHER SERVICES		
ReadyCall	\$7.95 per pager \$6.95 per pager \$ 5.95 per pager	1-25 Coaster Pagers 26-49 Coaster pagers 50+ Coaster pagers
ReadyCall Base	\$1.95 per month charger	One Year Contract – 30 day ETF apply
PageSync™ (Cellular Redundant service)	\$6.95 per month (with Active pager) \$24.95 per device	Handheld version 1x Setup per device
	\$8.00	Administrator

SERIAL 09099 –RFP

Notify@Once™ (Simultaneous Notification Service on any platform)	\$2.00	Send and Receive User
	\$1.00	Send or Receive Only
	\$1.00	One time set up per user

DISPATCHING METHODS

Email	N/C goes against message count	Using outlook or personal email to send a message
Website	N/C goes against message count	www.usamobility.com
Operator Dispatch	\$5.00 per pager	**2way units only** Allows messaging via operator (Up to 30 Messg + \$1.00 per 30 messages overage)
UNLIMITED Operator Dispatch	\$7.50per pager	**2way units only** Allows messaging via operator

Additional Charges		
FCC Universal Service Fund Fee	N/C	<i>Subject to change by FCC</i>
Administrative fee	N/C	Per invoice per account
Spare pagers	\$1.00	Digital / Alpha
Spare pagers	\$1.50	2-way
Activation Fee	No Charge	
800 Payphone Access Fee	N/C	

Shipping Fees	
Next Day Air Commercial	\$20.00
Next Day Air Residential	\$20.00
Ground Commercial	INCL
Ground Residential	INCL
Saturday Delivery	\$30.00

EXHIBIT B
SCOPE OF WORK

1.0 **INTENT:**

The intent of this contract is to award a pager equipment and services Contractor for the County. The County will reserve the right to add Contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in the best interest of the County and/or participating entities. The Contractor must make sure that all the latest technologies are included and will continue to be included for the term of the contract.

2.0 **SCOPE OF WORK:**

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

2.1.1 **PAGER PLAN FEATURES:**

2.1.1.1 Contractor shall provide pager services if they have these available. They should describe the services and equipment available in detail.

USMO Response:

USA Mobility offers a variety of paging equipment options as well as coverage capabilities. Within the One-way Paging family are multiple equipment choices that offer Numeric and Alphanumeric (text) capabilities. Within the Advanced Messaging Segment, we offer "full" Two-way messaging. Based on the service requirement, there may be several choices of equipment models to choose from.

All of our One-way paging products have the ability to be programmed with either local, regional or national coverage codes. Our Two-way devices are automatically configured to provide full nationwide coverage.

2.1.1.2 Contractor shall provide One Way Digital text, Two-way unlimited and alphanumeric services 7 days a week, 24 hours a day, 365 days per year.

USMO Response:

USA Mobility provides One-way Numeric and Alphanumeric and Two-way unlimited services 7 days a week, 24 hours a day, 365 days per year.

2.1.1.3 Contractor shall provide both in area and out of area plans.

USMO Response:

USA Mobility's Engineering Department has built, and maintains and upgrades one of the most reliable and comprehensive paging networks available in the country.

USA Mobility operates local, regional, and nationwide networks primarily within the 900 MHz Radio Frequency (RF) spectrums. All networks are designed to provide extremely reliable coverage within all published coverage areas.

USA Mobility does not employ any subcontracted services in our network services.

USA Mobility's Advanced Messaging network combines two critical features to ensure that you never miss a message. First, Store and Forward technology ensures that if a subscriber is outside of network coverage or if the device is turned off, the network stores any incoming messages. When the device re-registers with the network, all stored messages are immediately delivered.

2.1.1.4 Voice mail

USMO Response:

USA Mobility offers three voicemail plans. The pricing (Exhibit A) lists pricing for MP4, which includes 10 messages stored for 12 hours at 30 seconds per messages.

MP1: 15 msg, 72 hour, 60 sec

MP2: 10 msg, 24 hour, 45 sec

MP4: 10 msg, 12 hour, 30 sec

2.1.1.5 News options

USMO Response:

USA Mobility does offer Datacast services to receive news updates. This is only available on alphanumeric devices.

2.1.1.6 Group paging controlled by department, possibly through web access control.

USMO Response:

USA Mobility Wireless offers different options for Group Messaging:

Group Capcodes – this is the preferred and most efficient method of group messaging. A unique code is programmed into each individual paging device. This code is programmed with a phone number and allows one message to be sent from the customer and all pagers will alert simultaneously. There is no limit on number of group members. Group capcodes have the ability to be programmed so that messages are received on the topline or as a maildrop. A topline page alerts all messages, as the pager alert is set. A maildrop page has a unique alert that can be set independently of the topline messages. Pagers can contain seven to sixteen different capcodes. This is based on the type of capcode and the type of device.

While group capcodes are the preferred method of group messaging for code blue and trauma and trauma groups, USA Mobility also offers the following types of groups for non-critical messaging:

WME (Wireless Messaging Engine) Groups – this option allows a variety of devices to be linked to a group, this includes email addresses, cellular phones and blackberry devices. The group will be programmed with a phone number and the sender will send one message and the message is then routed to the various devices. There is a limit of 100 members. The cost is based on the number of members in the group, and then per month, per lead.

E-Groups (Extended Group)- an e-group is a group that links multiple pagers so that message can be sent to one number and distributed to all pagers included in the list. The messages are received in a cascading method and are not simultaneous. The limit to the number of members is 256. This is not the preferred method of sending messages to large groups due to the time between delivery to the first and last pager on the list. This is a method that can be used for groups that are small in size and has members that change frequently.

All types of groups can be used in conjunction with the others to ensure that all devices receive the necessary messages.

2.1.1.7 Provide coverage in basement of county complex for receiving and sending pages.
County Complex runs from 1st Ave to 6th Avenue, Jefferson St. to Jackson St.

Primary focus area is 102 W. Madison. Desirable for County Jail locations.

USMO Response:

USA Mobility is the current paging provider for the County and can conduct a site survey to test coverage penetration in particular facilities to ensure proper coverage is being achieved within a building structure. Should coverage enhancement prove to be needed in order to meet the coverage requirements of the County, USA Mobility is pleased to facilitate an implementation plan that is acceptable to the County.

- 2.1.1.8 Specify backup strategy for paging should web site become inoperative. (i.e. Keyboard alphamates).

USMO Response:

USA Mobility can offer Alphamates, as they are available, as a backup paging strategy should this be required by the County.

- 2.1.1.9 Provide a means to import a data file to the backup so that manual entry is not required for each backup location.

USMO Response:

USA Mobility can assist the County in importing a data file to the back up to avoid manual entry.

- 2.1.1.10 Specify your company's procedure to add additional sites for coverage, in particular at an entity owned facility?

USMO Response:

Should additional sites for coverage be deemed necessary based on a site survey, USA Mobility will work with the County to complete this. If this is at an entity owned facility, USA Mobility will work to negotiate the parameters of a real estate agreement and the completion of a Property Use Agreement between USA Mobility and the County or entity.

- 2.1.1.11 Shall Not Impose Service Activation Fees

USMO Response:

USA Mobility has waived service Activation Fees for the County.

- 2.1.1.12 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).

USMO Response:

USA Mobility Complies with this requirement.

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

USMO Response:

USA Mobility Complies with this requirement.

- 2.1.1.14 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.

USMO Response:

USA Mobility Complies with this requirement

2.1.1.15 Two (2) Separate Billing Accounts

USMO Response:

USA Mobility Complies with this requirement

2.1.1.16 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 Contractor's billing must be machine readable form so that all data can be imported.

USMO Response:

USA Mobility Complies with these requirements as set forth in section 2.1.1.16

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

USMO Response:

USA Mobility provides centralized or decentralized billing as required by customers, in addition to customized management reports.

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

USMO Response:

USA Mobility may provide ARMM billing, which is an optional account structure in which the customer defines a set of information required for users to enter when activating a device. Typical information which may be captured includes Pager information, User Name, Department Name, Employee ID or Department ID. Three reference fields are available for the customer's use with 90 total characters available. The customer defines the parameters for these fields and can be made a requirement for populations or optional. With an ARMM, the USMO sales representative or the user is required to enter this information in My Account before the unit can be activated. If this information is not provided or left blank, the user will not be able to proceed with the transaction. Without an ARMM set up, this information is not required and often times will result in important missing details, which assist the customer in tracking and reporting assets and expenses. A full listing of all fields captured in the customers' invoices is available upon request.

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

USMO Response:

USA Mobility agrees to comply with this requirement.

2.1.1.20 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.

USMO Response:

USA Mobility will provide an allotment of up to 2% of the total one-way units of service for one-way spare devices. These spare devices are at no charge. Beyond the 2% allotment, spare devices will be billed at \$1.00 per device, per month.

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

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.1.22 New & Replacement Equipment & Supplies Designated as Public Safety and Emergency Management Shall be Given Priority Service Deliver.

USMO Response:

Priority shipping is available upon request. For requests received prior to 2:00 pm CST will be processed and shipped same day. For orders placed after 2:00 pm CST, these orders will be shipped the next business day. These orders do not include larger quantity orders, based on available inventory levels.

2.1.1.23 Electronic Billing Data shall be received within 10 Days of the Close of the Billing Cycle.

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.1.24 Shall provide option for Split Liability Billing

USMO Response:

USA Mobility agrees to comply with this requirement.

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

USMO Response:

USA Mobility agrees to comply with this requirement.

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

USMO Response:

USA Mobility agrees to comply with this requirement. Spares devices kept onsite help to assure immediate replacement of equipment. These devices can be activated by the user online through My Account, USA Mobility's online account management system.

2.1.2 ON-GOING SYSTEM EVALUATION SAMPLE UNIT:

The Contractor shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract.

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.3 USER INSTRUCTION MANUAL:

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

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.4 DEVELOPMENT DATA:

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

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.5 SYSTEM OUTAGE REQUIREMENTS:

Describe your process for notification of system outages.

USMO Response:

The USA Mobility Outage Notification System (ONS) notifies the customer in the event a service-affecting issue occurs that affects their wireless needs. This process includes planned maintenance and unplanned events.

Alert Process:

The USA Mobility Network Operations Center monitors the USA Mobility paging network and reports events in the form of an entry in the ONS. Subscribers to the ONS will receive the notification via electronic mail. Subscribers are notified based upon the frequencies of their messaging devices, the paging terminals on which the devices are programmed and the state in which the subscriber operates.

Unplanned Event

In the event of an unplanned service-affecting event, the Network Operations Center (NOC) will work to troubleshoot the issue and determine the scope of the problem. An entry into the ONS will be created and the system will immediately match the entry to the subscriber records and distribute the e-mail notifications. Although this process is not instantaneous, the alerts are distributed as quickly as possible after the affected subscribers have been identified.

The following information will be included in alerts:

- A reference number
- Current status
- Geographic area(s) affected
- Cause of the problem (if known)
- Estimated time of repair
- And other information that will vary depending on the nature of the event.

The contact person for receiving these notifications will be designated on the ONS profile form that is submitted upon becoming a customer of USA Mobility.

Describe your process for crediting accounts for extended service interruptions.

USMO Response:

USA Mobility will credit accounts for unscheduled downtime for the affected devices. Credits will be based on monthly rate divided by 30 days multiplied by the amount of downtime multiplied by the affected devices.

No credits will be given for scheduled downtimes for maintenance procedures.

NOTE: In the event that Service is interrupted for any reason, Subscriber's sole remedy shall be the pro rata adjustment to the fixed monthly charges for Service of the affected Device (an "Adjustment") as provided for in this Service Guide, and subject to the terms, conditions and limitations set for herein. Notwithstanding the foregoing, an Adjustment shall only be made (i) for

interruptions of more than 36 consecutive hours in duration and (ii) from the time Company receives written notice of such interruption until the termination of such interruption.

No Adjustment shall be made if the interruption is caused by (i) Subscriber's or any person's use of Subscriber's Device, including, among other things: (a) failure to comply with the Device's operating instructions or (b) any breach of the Agreement; (ii) any act or event beyond the reasonable control of Company (a Force Majeure Event); (iii) activities reasonably necessary or appropriate for the proper maintenance or improved operations of Company and the Services; or (iv) signal or coverage limitations.

2.1.6 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.

USMO Response:

USA Mobility agrees to comply with this requirement.

2.1.7 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.

USMO Response:

USA Mobility agrees to comply with this requirement

2.1.8 STOCK:

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

USMO Response:

USA Mobility agrees to supply an allotment of spare devices to County agencies that will accommodate immediate replacement needs.

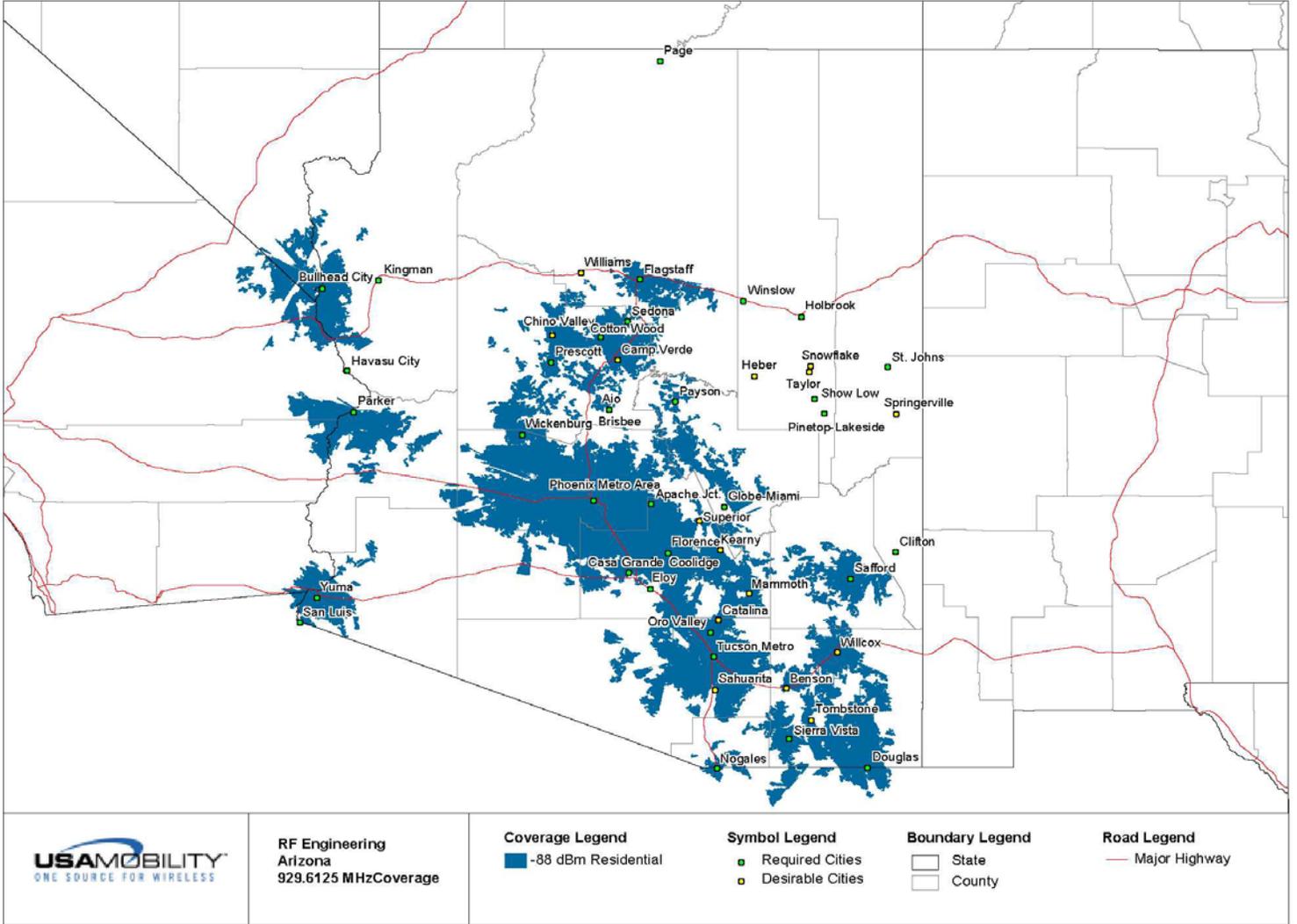
2.1.9 ACCEPTANCE:

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

USMO Response:

USA Mobility agrees to comply with this requirement

EXHIBIT C
COVERAGE MAP



**EXHIBIT D
EQUIPMENT LIST**

One Way Numeric Options

Sun Telecom ST800
DavisComms BR502

Sun Telecom ST800Plus (Numeric Messaging)



- *30 message slots*
- *Easy to read light display*
- *Shows time of day and date*
- *Retains messages when off*
- *Low battery alert*
- *3 melody Alerts, 4 tone alerts, vibrate and silent options*
- *Time-stamps incoming messages*



ST800.pdf

DavisComms BR502 (Numeric Messaging)



- *18 message slots*
- *Easy to read backlight display*
- *Shows time of day and date*
- *Unread message reminder alert*
- *Graphical battery level indicator*
- *11 Alerts plus alarm*
- *Time-stamps incoming messages*



BR502.pdf

One-way Alphanumeric Options

DavisComms BR802 Series, Unication Alpha Elite, Motorola Advisor Elite, Sun Telecom Titan III

DavisComms BR802 (Word Messaging)



- *Intuitive 6 button design*
- *30 personal message slots*
- *Shows time of day and date*
- *4 line, 80 character display with 2 line zoom capabilities*
- *Graphical battery level indicator*
- *5 musical alerts, vibration or vibration plus alert*
- *3 speed scrolling of message*



BR800.pdf

Unication Alpha Elite (Word Messaging)



- *Intuitive 6 button design*
- *Stores up to 30,000 total characters*
- *Shows time of day and date*
- *4 line, 80 character display with 2 line zoom capabilities*
- *Graphical battery level indicator*
- *8 musical alerts, vibration or vibration plus alert*
- *Saves messages when off or charging the battery*



Alpha Elite.pdf

One-way Alphanumeric Option continued...

Motorola Advisor Elite (Word Messaging)



- *Easy to read entire text message at a single glance*
- *Stores up to 30,000 total characters*
- *Shows time of day and date*
- *Zoom in from 4 lines to 2 lines for a larger view of your messages*
- *Graphical battery level indicator*
- *Optimax EL™ Electra Light Display*
- *Saves messages when off or replacing the battery*



Advisor Elite

Sun Telecom Titan III (Word Messaging)



- *4 Line Display, with 20 characters per line, with user selectable option to view:*
 - *2 line display with 16 characters*
 - *2 line display with 20 characters*
- *20 message slots (6400 characters)*
- *Hold up to 15 group addresses with message history per address*
- *Shows time of day and date*
- *Graphical battery level indicator*
- *Offers 7 melodies, 1 beep, 1 chirp, PLUS vibrate and sleep (no alert)*
- *Saves messages when off or replacing the battery*



Titan III.pdf

Two-way Messaging Options

Motorola T900, Unication M90, ST902

Motorola Talkabout T900 (2-Way Messaging)



- *Compact size*
- *Full keyboard to create and reply to messages*
- *Message folders and in-boxes*
- *Easy to read E-Luma-glow light display*
- *Confirmed Message Delivery*
- *4 line, 80 character display*
- *Retains messages when off*
- *Uses 1 AA battery*



Unication M90 (2-Way Messaging)



- *Folders for Memos, Personal Information and Drafts*
- *Address book with up to 250 contacts*
- *Two alarm clocks, User-selectable Alerts*
- *Keyboard and Display backlighting*
- *Confirmed Message Delivery*
- *8 Line to 5 Line display zoom*
- *A full 39 key QWERTY keyboard*
- *Uses rechargeable, removable 1050 mA-H Lithium Polymer battery*

ST902 (2-Way Messaging)



- *6 Lines of Text*
- *Connects to PC for contacts backup*
- *Ability to view message delivery receipt online*
- *Sturdy and lightweight*
- *EL Backlit Display*
- *Message delivery confirmation*
- *16 User-selectable Alerts*
- *Uses 1 AA battery*

USA MOBILITY, INC., 3131 E. CAMELBACK RD., STE# 200, PHOENIX, AZ 85016

PRICING SHEET: **91575**

Terms: NET 30

Vendor Number: W000001496 X

Telephone Number: 623/210-9380

Fax Number: 866/466-7188

Contact Person: ~~Sebastian Datz~~ **Gary Ash**

E-mail Address: ~~Sebastian.Datz@usamobility.com~~ gary.ash@usamobility.com

Certificates of Insurance Required

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