



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

Sprint Solutions, Inc.
Attn: David Aspinall
12502 Sunrise Valley Drive
Mailstop VARESA0208
Reston, VA 20196

FEB 28 2016

Reference: RFP 2000001706- Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment.

Dear Mr. Aspinall:

Acceptance Agreement

Contract Number: 4400006677

This acceptance agreement signifies a contract award to Sprint Solutions, Inc., for Wireless Digital & Data Services, Associated Services/Equipment.

The period of the contract shall be from July 1, 2016 through June 30, 2021 with the option to renew for five (5) additional one year period.

The contract award shall be in accordance with:

1. This Acceptance Agreement;
2. The Terms and Conditions of RFP 2000001706 Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment, and all addenda;
3. Your Proposal dated October 06, 2015;
4. The signed Memorandum of Negotiations.

Please note that this is not an order to proceed. A purchase order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions Paragraph 23 within ten (10) days after receipt of this letter.

Sincerely,

Michelle Pratt

Michelle R. Pratt
Acting Director

MRP/ls

*BAN
2/26/16*



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Mr. David Aspinall
Vice President Sales
Sprint Solutions, Inc.
12502 Sunrise Valley Drive
Mailstop VARESA0208
Reston, VA 20196

FEB 26 2016

Reference: Memorandum of Negotiations
RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment

Dear Mr. Aspinall:

Thank you for responding to Request for Proposal, RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. Enclosed with this letter is the Memorandum of Negotiations, which defines the final agreement between your firm and Fairfax County Public Schools and Fairfax County Government.

Please review the Memorandum of Negotiation, execute a legal authorized signature in the space provided, and return it to my office by 3:00 PM Eastern Standard Time on February 23, 2016. After I receive the signed Memorandum of Negotiations, I will return an executed copy to you along with the Acceptance Agreement which signifies award of this contract to your firm.

If you have any questions or need additional information, don't hesitate to contact me at 571-423-3581 or via email lsultan@fcps.edu. Thank you for your interest in Fairfax County Public Schools' requirements and we hope that you will bid on future requirements.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laila Sultan'.

Laila Sultan, CPPB
Contract Administrator

Attached: Memorandum of Negotiations

DISTRIBUTION:

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MEMORANDUM OF NEGOTIATION

RFP2000001706 - Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment

The County of Fairfax, Fairfax County Public Schools (hereinafter called the County/FCG or FCPS) and Sprint Solutions, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/ Equipment. The final contract contains the following items:

- a. Fairfax County's Request for Proposal RFP2000001706 and all Addenda;
- b. Sprint Solutions, Inc., Technical and Business proposal as amended by this Memorandum of Negotiations;
- c. Revised Pricing Summary
- d. Sprint Device Portfolio
- e. Sprint Government Wireless Service Agreement
- f. All subsequent amendments to the contract;
- g. RFP2000001706 terms and conditions supersede all other documents unless identified in this Memo of Negotiations.

The following provisions were negotiated and are incorporated in the contract:

1. Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$46.99 or higher (not including applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.

2. Sprint offers the County their Custom Aisles website at no cost, with no usage requirements or parameters, for the contract term.
3. Sprint agrees to provide historical billing data at no charge for a minimum of three years.
4. The 2-Year Upgrade Program allows for a device upgrade following a full 24 months of use at the government flat rate purchase price. Fairfax corporate liable users do not have to pay an upgrade fee. Upgrades or replacements prior to a full 24 months may be made only at the Suggested Retail Price (SRP).
5. In addition to offering existing FCPS and FCG Corporate-Liable Active Units who purchase their discounted device based on the 1-Year Net Price with a Minimum Service Term of 12 months the ability to upgrade or replace that device after 12 months of continuous service, Sprint would like to also offer FCPS and FCG the following exclusive twelve (12) month upgrade device credits for its Corporate-Liable Active Users:
 - \$70 Credit (through the application of local market discretionary credits) on Samsung Grand Prime off the one (1) year flat rate price of \$99.99 and the selection of a \$39.99 monthly recurring charge plan. No other credits will apply.
 - \$70 Credit (through the application of local market discretionary credits) on HTC Desire off the one (1) year flat rate price of \$85.99 and the selection of a \$39.99 monthly recurring charge plan. No other credits will apply. The credit amounts and devices models listed above are subject to change in Sprint's sole discretion based on device availability. Sprint may in its sole discretion offer different upgrade terms for devices with a differently structured discounted device price as the then-current device pricing is subject to change throughout the term of the contract. Device credits provided are through the application of local market credits. Please refer to *Attachment 1* of Sprint's current Device Portfolio.
6. Any Corporate-Liable customer who ports their existing number from another carrier to Sprint and activates on a Smartphone device will receive a \$150 credit per line ported in. All other device ports will be eligible for a \$100 credit per line ported in. Port-in credits are offered throughout the lifecycle of the contract to CL users activating Sprint service. Customers must register online within 72 hours from port in date at <https://www.sprintportcredit.com> to request your service credit. Port in Credits cannot be combined with Sprint's twelve (12) month upgrade plan.
7. FCG- In building Solution/coverage will be incorporated as an amendment at a later date.

RFP 2000001706- Special Provisions Paragraphs revised:

5. CONTRACT PERIOD AND RENEWAL:

- 5.4 The obligation Fairfax County Public Schools (FCPS) and Fairfax County Government to pay compensation due the contractor under the contract or any

other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. The County may terminate this contract at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when FCPS and Fairfax County Government are unable to secure or allocate sufficient appropriation to fulfill its financial obligations under the contract for the following fiscal year. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors and at least thirty (30) calendar days before the effective date of termination. At Contractor's request, FCPS and Fairfax County Government will provide supplemental documentation regarding the non-appropriation of funds. FCPS and Fairfax County Government must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied. If the County terminates the contract in part or in whole under this provision, the County will not obtain the Services or functional equivalents from any other provider for a period of 180 days from after the effective date of termination.

10.2. BILLING

M. The parties agree to work in good faith to resolve disputed amounts on invoices. If FCPS disputes a charge in good faith, FCPS may withhold payment of that charge if FCPS (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of FCPS's reasons for disputing the charge. FCPS must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify FCPS and, within 5 business days of receiving notice, FCPS must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit FCPS for the invalid charge. FCPS will not pay late charges on disputed charges.

N. FCPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

10.7. BILLING

H. The parties agree to work in good faith to resolve disputed amounts on invoices. If FCG disputes a charge in good faith, FCG may withhold payment of

that charge if FCG (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of FCG's reasons for disputing the charge. FCG must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify FCG and, within 5 business days of receiving notice, FCG must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit FCG for the invalid charge. FCG will not pay late charges on disputed charges.

I. FCG will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCG must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

23. CONTRACT INSURANCE PROVISIONS

23.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. To the extent permitted by applicable Virginia law, each party's maximum liability for damages caused by its failure(s) 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 negligence 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 the County's total net payments for the affected Services purchased in the 6 months prior to the event giving rise to the claim. The County's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, OR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. LOST PROFITS INCLUDE, BUT ARE NOT LIMITED TO, 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 OR WHETHER THE PARTIES BARGAINED FOR ANY REVENUE THAT MAY BE GENERATED AS A RESULT OF THIS AGREEMENT.

23.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.

26. PAYMENTS

26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Paragraph 10, TASKS TO BE PERFORMED. Sprint will invoice the County, and the County will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from

the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If the County fails to make payment within 30 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law. The County may not offset credits owed to the County on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. The County's payment obligations include late charges and third party collection costs incurred by Sprint including but not limited to reasonable attorneys' fees, if the County fails to cure its breach of these payment terms. If the County elects to participate in the Preferred Pay Program, the County will remit payment using cash, check, or electronic funds transfer.

27. CHANGES

27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. The County will ensure that only persons authorized by the County will issue orders under this Agreement, and the County is liable for all orders issued under this Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to the County; (2) delivering any of the Products or Services ordered; (3) informing the County of the commencement of performance; or (4) returning an acknowledgment of the order to Customer. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

27.2. This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.

28. DELAYS AND SUSPENSIONS

28.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. If Customer exercises its right to suspend or interrupt service, Customer must pay Sprint all applicable charges and fees for Products and Services received up to the effective date of suspension or interruption of service.

28.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor.

28.3. If Sprint cannot install or make available the product or service by the delivery date specified in the County's order due to a County-caused delay, Sprint may bill the County as of the delivery date specified in the order, or if no

date is specified, any time 30 days or more after the Effective Date of the Agreement.

29. ACCESS TO AND INSPECTION OF WORK

29.1. Sprint owns and/or operates various facilities at numerous locations to provide digital mobile wireless telecommunications throughout the United States. Contractor will make 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 Agreement; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Contractor's performance of this Agreement; (c) the County shall provide reasonable prior written notice of any inspections; and (d) Contractor reserves the right to pre-approve and require any designees or representatives who are not employees of the County to enter into Contractor's confidentiality agreement as a condition to access to and inspect such facilities.

- A. The Successful Offeror(s) will be required to adhere to the Vendor Code of Conduct and Expectations attached as Appendix E, Exhibits 1A and 1B.
- B. All on-site vendor personnel or subcontractors are subject to the terms and conditions as stated in: 1. FCPS Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1A) 2. FCG Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1B)

RFP 2000001706- General Conditions and Instructions Paragraphs revised:

32. TERMINATION FOR CONVENIENCE

The date upon which the County's termination for convenience will become effective shall be determined pursuant to mutual agreement of the parties taking into account the Contractor's ability to decommission its services within a specified period of time not to exceed thirty (30) days.

33. TERMINATION OF CONTRACT FOR CAUSE

The County's notice to immediately terminate the contract pursuant to this provision shall be delivered at any time once the Contractor fails to perform its obligations after being provided a 30-day written notice to cure such failure by the County.

35. SUBLetting OF CONTRACTOR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. However, Contractor may assign the contract 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 County.

43. PRICE REDUCTION

Sprint recognizes the Customer's buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Sprint: (i) as a common carrier, Sprint is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Sprint agreements compelling Sprint to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Sprint in breach or default; and (iii) providing most favored customer pricing is against Sprint corporate policy. Sprint will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Sprint charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.

63. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against third party claims of injuries, death, damage to tangible personal property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County arising directly from performance of this Agreement and caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

75. COOPERATIVE PURCHASING

The County and Sprint authorize governmental entities and political subdivisions within the Commonwealth of Virginia, District of Columbia, State of Delaware, State of Maryland and the State of West Virginia including local municipalities, counties, public healthcare agencies, public utilities, public schools and public institutions of higher education ("Cooperative Purchasers") to use this Agreement to obtain Sprint Products and Services through the issuance of purchase orders or Sprint approved funding document and without further formal agreement. The following entities are not authorized by Sprint to use this Agreement: i) non-profit organizations in the United States; and ii) other public bodies, public agencies or institutions of the United States not located within the Commonwealth of Virginia, District of Columbia, State of Delaware, State of Maryland or the State of West Virginia. Cooperative Purchaser's submission of a purchase order or Sprint approved funding document to Sprint seeking to purchase

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Sprint
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under the terms provided hereunder shall act as such Cooperative Purchaser's acceptance of, and agreement to be bound by, the terms and conditions contained herein in the same manner as they apply to the County. Sprint and any Cooperative Purchaser acknowledge that Cooperative Purchasers are independent and autonomous entities from the County and agrees that the County shall not be responsible for the actions or in actions of the Cooperative Purchaser, including without limitation, any payment obligations.

All other prices, terms, and conditions remain the same.

ACCEPTED BY:


Name: Michaela Clairmonte - Manager, Contract Negotiations

Sprint Solutions, Inc.

2/23/2016
Date



Michelle R. Pratt, Acting Director
Office of Procurement Services

3/34/16
Date

Approved by
Public Sector Legal
as to legal form

TFD 2/23/16



**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

Section A Price Breakdown

Offerors must provide a price breakdown for each service separately as well as totals for all services provided together if prices differ.

Please find the completed pricing tables within this section.

**RFP 2000001706 Appendix C
PRICING SUMMARY SHEET**
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited text messaging	N/A	N/A	N/A	Plan Not Available-. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited two-way radio and unlimited text messaging	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
200 pooled minutes	\$19.99	0.00%	\$19.99	The Custom Voice 200 plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
300 pooled minutes	\$20.99	0.00%	\$20.99	The Custom Voice 300 plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes	\$21.99	0.00%	\$21.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
600 pooled minutes	23.99	0	23.99	The Custom Voice 600 Plan includes 600 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to,

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes with unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan with Sprint Domestic Unlimited Messaging Add-On includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
Unlimited minutes	\$35.00	0.00%	\$35.00	Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans.</p> <p>This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.
Unlimited Two-Way Radio	\$0.00	0.00%	\$0.00	Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans. Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.
Voice Overage Rate	\$_.25_ /minute		\$_.25_ /minute	The \$0.25/minute per user Anytime Minutes Overage applies to the following Service

**ADDITIONAL NEGOTIATION FOLLOW UP TO
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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Charge per line for shared/pooled plans	\$0.00	0.00%	\$0.00	Charge per line for shared/pooled plans are based on the Pooled Anytime Minutes Plan/Shared Minute Plan each User selects. The available pooling plans include: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Flat Rate Business Plan, and Custom Voice Plans.
Paging thru phone	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans. Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.
Group Paging thru phone	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
PPT Unlimited	\$0.00	0.00%	\$0.00	<p>Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.</p>
Voice Mail	\$0.00	0.00%	\$0.00	<p>Voice Mail is included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Smartphone, Sprint Flat Rate Business Plan, and the Custom Voice Plans.

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$59.99	25.00%	\$44.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$69.99	25.00%	\$54.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
300 pooled minutes with unlimited data, and unlimited text	\$37.99	0.00	\$37.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$47.99	0.00	\$47.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the Parties

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data 450, Plan Includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$55.99	0.00%	\$55.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text, PTT	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
Unlimited minutes with unlimited data, unlimited text	\$65.00	0.00%	\$65.00	The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.</p> <p>Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.</p>
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$65.00	0.00%	\$65.00	<p>The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.</p> <p>Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group</p> <p>Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	<p>Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
Unlimited Tethering	\$10.00	0.00%	\$10.00	Sprint Mobile Hotspot Add-On-Unlimited for Acceptable Use. Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100MB/month of usage while Roaming or engages in the following prohibited

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.
GPS (Directions)	\$0.00	0.00%	\$0.00	Free Navigation App available on most devices
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$5.50 5MB \$7.50 10MB \$9.00 25MB		\$5.50 5MB \$7.50 10MB \$9.00 25MB	Sprint Data Access Plans for Business for Third Party M2M Devices. Pricing assumes Data Access portion only. For GPS tracking, an additional charge will apply for the 3rd party application which is provided in the attached GOVERNMENT WIRELESS SERVICES AGREEMENT
Voice Overage Rate (/minute)	\$0.25		\$0.25	The \$0.25/minute per user Anytime Minutes Overage applies to the following Service Plans: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Data Overage Rate	Plan Dependent	N/A	Plan Dependent	Data Overage Rate is plan dependent and applies to the following plans: Sprint Series 65 for Leasing and Easy Pay Only Sprint Data

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Access Overage - \$10/GB per User, Data Roaming Overage - \$0.25/MB per User; Sprint Business Fusion Smartphone 2GB and 1GB Pooled Data Plan Overage for Additional Data Services Usage Above Plan Limit - \$0.015/MB (\$15/GB) per User; Sprint Mobile Hotspot Add-On Overage Charge for Additional Data Roaming Usage Above Plan Limit - \$\$0.25/MB per User

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$30.00	25%	\$22.50	Pro Pack available for Smartphones. Voice plan required. \$10 Data premium charge will apply for certain plans.
iPhone 4MB Standalone	N/A	N/A	N/A	Plan not available
iPhone Unlimited Standalone	N/A	N/A	N/A	Plan not available
BlackBerry 4MB Standalone	N/A	N/A	N/A	Plan not available

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges. The \$10 Data Premium Charge will apply for certain plans.

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
Current No-Cost Cell Phone Device:	Kyocera DuraXT	\$0.00	Wall Charger included
Current No-Cost Cell Phone Rugged Device:	Kyocera DuraXT	\$0.00	Wall Charger included

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Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description <i>(include components e.g., wall charger, software, data cord, holster, battery, etc.)</i>
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	New line of service Apple iPhone 6 16GB Upgrade after 12 months	\$0.00 (new line of service with 24-month upgrade eligibility) \$349.99 (upgrade after 12 months)	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Replacement for existing line of service (non-warranty)	Apple iPhone 6 16GB	\$549.99	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Upgrade to the most recent model release	Apple iPhone 6S 16GB	\$199.99 24 month upgrade eligible	Head-phone and Wall Charger (doubles as a USB cable) included
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung S4 and iPhone 5c.		Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
			<p>applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung		Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
	S4 and iPhone 5c.		<p>on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Discount off manufacturer list price for additional items not listed above	2 year flat rate pricing will apply. (24 month upgrade eligibility)		
VALUE ADDED Ref.Par. 9 This will not be part of the overall evaluation			
Item	Comments		
Employee Discounts In-building Solutions Paragraph 9.1			

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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
In Building Solutions Paragraph 9.2			<p>For the select offices that need wireless in-building coverage assistance, Sprint offers a variety of options. Our Airave ultra-small CDMA base station device increases cell reception over an area of about 5,000 square feet and hooks into the user's existing broadband connection, sending inbound and outbound calls over the Internet instead of over the Nationwide Sprint Network. Sprint hotspots offer Wi-Fi connectivity for up to five Wi-Fi enabled devices for flexible and convenient connections for multiple PCs or Wi-Fi devices for remote and in the field productivity.</p> <p>Sprint has access to partners like Televerge and Cisco who offer 3G/4G High Availability Network Adapters. These adapters provide broadband wireless high availability networking resulting in"</p> <ul style="list-style-type: none"> • Better cellular signal quality • Greater coverage, range and capacity • Business Class Reliability and Security • Assures Business Continues During Wireline Network Outages <p>For full in-building options Sprint's In-building Solutions group was built to deliver the most innovative, advanced and productive mobility solutions. IBS solutions extend the Sprint 3G and 4G Networks into buildings to deliver the power, productivity and efficiency of Sprint's voice and data communications wherever you need it.</p> <p>Sprint will work with the County to evaluate any coverage concerns and develop a range of solutions to improve coverage. Please note, a separate agreement is required.</p>

*Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

Mobile Device Management (MDM) or Mobile Enterprise Applications Platform (MEAP)

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
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MDM Solutions (Ref. Special Provisions Paragraph 8.S.H & 8.11 H	\$12 Annual Fee		\$12 Annual Fee	Assumes Airwatch Suite K-12 Educational Institutions subscription pricing. One-time Integration and set up Fee of \$2,500 will apply. Customer's use of AirWatch Offers is subject to acceptance of the AirWatch Terms and Conditions ("AirWatch Terms") presented to Customer at the time the order is placed and the Software as a Service (SaaS) Terms of Service posted to the Rates and Conditions Website (http://www.sprint.com/ratesandconditions) The AirWatch Terms are subject to change without prior notice to Customer.
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*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

Accessories

Item	Percent Discount	Comments
Leather Holster	20%	CL Only
Wall Charger	20%	CL Only
Vehicle Charger	20%	CL Only
Battery	20%	CL Only
Tethering Cord	20%	CL Only
Discount for accessory items not listed above		20%

Overnight delivery \$0.00

Additional Service Plans

Sprint is offering additional services plans FCPS & FCG attached GOVERNMENT WIRELESS SERVICES AGREEMENT

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Attachment 1 Sprint Device Portfolio

Refer to Sprint's Device Portfolio listing on the following pages.

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on the device, in addition to other applicable upgrade program discounts. Visit www.sprintbuyback.com/crp for more details.

2. *Port in Credit*

Any Corporate-Liable customer who ports their existing number from another carrier to Sprint and activates on a Smartphone device will receive a \$150 credit per line ported in. All other device ports will be eligible for a \$100 credit per line ported in. Port-in credits are offered throughout the lifecycle of the contract to CL users activating Sprint service. Customers must register online within 72 hours from port in date at <https://www.sprintportcredit.com> to request your service credit. Port in Credits cannot be combined with Sprint's twelve (12) month upgrade plan.

3. *Special promotions* – Sprint offers customer promotions on smartphones and tablets typically on a quarterly basis. Your Sprint Account Manager will keep you informed of promotional offerings as they are launched.
4. OPTIONAL: Sprint Lease is another way for customers to upgrade to the latest devices within 1 year through leasing. We currently offer leasing on select Samsung, LG, HTC and Apple Devices with more brands on the way. Lease pricing ranges from \$15-\$35 per month* depending on device chosen. For most devices Pay \$0 down at lease signing for well-qualified customers and upgrade to a new phone. After lease term expiration you can do any of the following: Return your current phone and upgrade with \$0 down at signing, purchase the device by paying the device purchase price from your lease agreement or continue to lease on a month to month basis.

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	End of Life ¹ While Supplies Last	Available	Available	Available	End of Life ¹ While Supplies Last
								
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Alcatel One Touch Retro	Kyocera DuraPlus (PRO 375)	Kyocera DuraXT (E4277)	Kyocera Kona	Kyocera Verve	Sonim XP Strike IS (3420)	Sonim XP Strike (3410)	Sprint WeGo
Plan Restrictions								WeGo Plan Required
SKU	AL2017BKBL (Red / Black)	KYE4233KIT (Kyocera DuraPlus)	KYE4277KIT (Black)	KYS2151KIT (Black)	KYS3150KIT (Verve Gray - EOL)	SONIS3410 (Black)	SONXP3410 (Yellow)	ZTES155KT (Sprint WeGo)
					KYS3150NYKT (Verve Navy)			
					KYS3150PK (Verve Pink)			
Suggested Retail Price	\$99.99	\$199.99	\$199.99	\$99.99	\$129.99	\$1,099.99	\$329.99	\$119.99
Flat Rate 2YR (All CL)	\$0.00	\$0.00	\$49.99	\$0.00	\$19.99	\$0.99	\$0.99	Discount N/A
1 YR pricing	\$14.99	\$75.99	\$75.99	\$14.99	\$32.99	\$624.99	\$154.99	Discount N/A
Phone Features								
Bluetooth Enabled	●	●	●	●	●	●	●	
Camera	●	●	●	●	●	●	●	
GPS Enabled	●		●	●	●	●	●	●
IP68 Certified						●	●	
Micro-SD Slot			●			●	●	
Military Spec 810G Certified		●	●			●	●	
Physical Keyboard					●			
Sprint Direct Connect / Group Connect		●	●			●	●	
Phone Details								
Dimensions	4.11 x 2.05 x 0.72 in.	5.3 x 2.2 x 1.0 in.	4.0 x 2.1 x 1.1 in.	3.84 x 2.05 x 0.68 in.	1.49 x 2.43 x 0.18 in.	5 x 2.4 x 1.2 in.	4.95 x 2.3 x .98 in.	
Battery Type	850 mAh Li-Ion	1650 mAh Li-Ion	1360 mAh Li-Ion	870 mAh Li-Ion	1100 mAh Li-Ion	1960 mAh Li-Ion	1950 mAh Li-Ion	900 mAh Li-Ion
Weight w/Battery (oz)		6.7 oz.	5.3 oz.	3.68 oz.			6.5 oz.	
Talk Time		Up to 9.5 hours	Up to 9.2 hours	Up to 5.8 hours		Up to 8.5 hours	Up to 8.3 hours	
Camera	2.0 MP	N/A	3.2 MP	2.0 MP	2.0 MP	N/A	2.0 MP	
Memory		N/A	N/A	128 MB RAM, 256 MB ROM		256 MB RAM, 512 MB ROM	256 MB RAM, 512 MB ROM	
Hearing Aid Compatible		N/A	M3 / T3	M4 / T4			M4 / T3	

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	End of Life ' While Supplies Last						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Novatel MiFi 500 LTE	HTC One	LG G2	BlackBerry Bold 9930	Kyocera DuraXT	Kyocera Torque	Apple iPhone 5C (16GB)
Plan Restrictions		Data Required					
SKU	REC5580DMH (Black)	REC801CRD (Glamor Red)	REC980KIT (Black)	REC9930RIM (Black)	RECE4277KT (Black)	RECE6710KT (Black)	RECIP5C168UK (Blue)
			RECLS980WTK (White)				RECIP5C16PNK (Pink)
							RECIP5C16WHT (White)
Suggested Retail Price	\$49.99	\$240.00	\$240.00	\$99.99	\$79.99	\$79.99	\$240.00
Flat Rate 2YR (All CL)	Discount N/A						
1 YR. pricing	Discount N/A						
Phone Features							
3G and 4G LTE Network Access	●		●			●	●
Bluetooth Enabled		●	●	●	●	●	●
Camera		●	●	●	●	●	●
GPS Enabled	●		●	●	●	●	●
HD Voice Capable			●				
Hearing Aid Compatible							●
Intelligent Assistant							●
International (HSDPA/GSM)			●				●
Micro-SD Slot			●				
Military Spec 810G Certified			●		●	●	
Mobile Hotspot Capable	●		●	●		●	●
Near Field Communication Capable			●	●		●	
Physical Keyboard			●	●			
Sprint Direct Connect / Group Connect				●		●	
Sprint Direct Connect Now Capable			●				
Wi-Fi Data Capable			●	●		●	●
Phone Details							
Dimensions	3.6 x 2.4 x 0.7 in.	5.4 x 2.7 x .37 in.	4.7 x 2.6 x 0.37 in.	4.53 x 2.6 x 0.4 in.	4.0 x 2.1 x 1.1 in.	4.44 x 2.38 x 0.56 in.	2.31 x 4.87 x .3 in.
Battery Type	1800 mAh Li-Ion	2300 mAh Li-Ion	3000 mAh Li-Ion	1230 mAh	1360 mAh Li-Ion	2500 mAh Li-Ion	Lithium-ion
Weight w/Battery (oz.)	3.35 oz.	5 oz.	5.04 oz.	5.3 oz.	5.3 oz.	5.54 oz.	4.86 oz.
Talk Time	Up to 8 hours	Up to 19 hours	Up to 17 hours	Up to 5.5 Hours	Up to 9.2 hours	Up to 18 hours	Up to 10 hours
Camera	N/A	4 UP (back), 2.1 MP (front)	13.0 MP	5.0 MP	3.2 MP	5.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)
Memory	N/A	2 GB RAM, 32 GB ROM	2 GB RAM, 32 GB ROM		N/A	1 GB RAM, 4 GB ROM	16 GB
Hearing Aid Compatible	N/A	M4 / T4	M4 / T4	M3 / T3	M3 / T3	M3	M4 / T4

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	End of Life * While Supplies Last	Available					
							
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 5S (16GB)	Apple iPad mini (16 GB)	Apple iPad mini (32 GB)	Apple iPad mini (64 GB)	Samsung Galaxy S III (16GB)	Samsung Galaxy Note II	LG Optimus G
Plan Restrictions	Data Required				Data Required	Data Required	
SKU	RECIP5S16GLD (Gold)	RECIPM16BLK (Black)	RECIPM32BLK (Black)	RECIPM64BLK (Black)	RECL710KTS (Pebble Blue)	RECL900GYS (Titanium Gray)	RECLS970KT (Optimus G CPO)
	RECIP5S16GRY (Space Gray)	RECIPM16WHK (White)	RECIPM32WHK (White)	RECIPM64WHK (White)	RECL710PLK (Purple)	RECL900WTS (Marble White)	
	RECIP5S16SIL (Silver)				RECL710WTK (Marble White)		
Suggested Retail Price	\$300.00	\$239.99	\$239.99	\$279.99	\$120.00	\$360.00	\$120.00
Flat Rate 2YR (All CL)	Discount N/A	Discount N/A					
1 YR. pricing	Discount N/A	Discount N/A					
Phone Features							
3G and 4G LTE Network Access	●	●	●	●	●		●
Bluetooth Enabled	●				●		●
Camera	●	●			●		●
GPS Enabled	●				●		●
HD Voice Capable							●
Hearing Aid Compatible	●						
Intelligent Assistant	●	●	●	●			
International (HSDPA/GSM)	●						
Micro-SD Slot					●		●
Military Spec 810G Certified							
Mobile Hotspot Capable	●				●		●
Near Field Communication Capable							●
Physical Keyboard							
Sprint Direct Connect / Group Connect							
Sprint Direct Connect Now Capable							
Wi-Fi Data Capable	●	●	●	●	●		●
Phone Details							
Dimensions	2.31 x 4.87 x .3 in.	7.87 x 5.3 x 0.28 in.	7.87 x 5.3 x 0.28 in.	7.87 x 5.3 x 0.28 in.	5.4 x 2.8 x .3 in.	5.9 x 3.2 x .4 in.	5.19 x 2.71 x .33 in.
Battery Type	Lithium-ion				2100 mAh Lithium Ion	3100 mAh Li-Ion	2100 mAh Li-Ion
Weight w/Battery (oz)	3.95 oz.	0.69 lbs.	0.69 lbs.	0.69 lbs.	4.7 oz.	6.3 oz.	5.11 oz.
Talk Time	Up to 8 hours	Up to 9 hours	Up to 9 hours	Up to 9 hours	Up to 9.2 Hrs	Up to 15 hours	Up to 15 hours
Camera	8.0 MP (back), 1.3 MP (front)	5.0 MP	5.0 MP	5.0 MP	8.0 MP (back), 1.9 MP (front)	8.0 MP (back), 1.9 MP (front)	13.0 MP (back), 1.3 MP (front)
Memory	16 GB	16 GB	32 GB	64 GB	2 GB RAM, 16 GB ROM	2 GB RAM, 16 GB ROM	
Hearing Aid Compatible	M4 / T4	N/A	N/A	N/A	M4	M3 / T3	

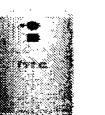
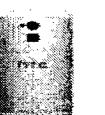
Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	End of Life * While Supplies Last	End of Life * While Supplies Last
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy Tab 2 (10.1)	ZTE Optik (V55)
Plan Restrictions		
SKU	RECP500TAB (Titanium Silver)	RECV55TAB (Optik)
Suggested Retail Price	\$199.99	\$99.99
Flat Rate 2YR (All CL)	Discount N/A	Discount N/A
1 YR. pricing		
Phone Features		
3G and 4G LTE Network Access	●	
Bluetooth Enabled	●	
Camera	●	
GPS Enabled		
HD Voice Capable		
Hearing Aid Compatible		
Intelligent Assistant		
International (HSDPA/GSM)		
Micro-SD Slot	●	
Military Spec 810G Certified		
Mobile Hotspot Capable	●	
Near Field Communication Capable		
Physical Keyboard		
Sprint Direct Connect / Group Connect		
Sprint Direct Connect Now Capable		
Wi-Fi Data Capable	●	
Phone Details		
Dimensions	10.1 x 6.9 x .38 in.	
Battery Type	7000 mAh Lithium Ion	
Weight w/Battery (oz)	21 oz.	
Talk Time	Up to 14 hours	
Camera	3.0 MP (back), VGA (front)	
Memory	1 GB RAM, 8 GB ROM	
Hearing Aid Compatible	N/A	

Pricing is valid from 11/06/2015 through 1/07/2016
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	Available	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	HTC One (E8)	HTC One (M8)	HTC One (M8) Harman Kardon	HTC One Max	HTC Desire	HTC One (M9)
Suggested Retail Price	\$240.00	\$552.00	\$359.99	\$599.99	\$216.00	\$708.00
Flat Rate 2YR (All CL)	\$49.99	\$99.99	\$199.99	\$249.99	\$0.00	\$199.99
1YR pricing	\$99.99	\$289.99	\$199.99	\$309.99	\$0.00	\$385.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
HD Voice Capable	●	●	●	●	●	●
Hearing Aid Compatible						●
International (HSDPA/GSM)	●	●	●	●	●	●
Micro-SD Slot	●	●	●	●	●	●
Military Spec 810G Certified						
Mobile Hotspot Capable	●	●	●	●	●	●
Near Field Communication Capable	●	●	●	●	●	●
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable				●		
Wi-Fi Calling Capable						
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	5.76 x 2.78 x .39 in.	5.76 x 2.78 x .37 in.	5.76 x 2.78 x .37 in.	6.48 x 3.25 x 0.41 in.	5.76 x 2.78 x .39 in.	5.69 x 2.74 x .38 in.
Battery Type	2600 mAh Li-Ion	2600 mAh Li-Ion	2600 mAh Li-Ion	3300 mAh Li-Ion	2100 mAh Li-Ion	2840 mAh Li-Ion
Weight w/Battery (oz)	5.6 oz.	5.6 oz.	5.6 oz.	7.05 oz.	5.82 oz.	5.36 oz.
Talk Time	Up to 30 hours	Up to 22 hours	Up to 22 hours	Up to 25 hours	Up to 27 hours	Up to 25.4 hours
Camera	13MP (rear) / 5MP (front)	UltraPixel (rear), 5 MP (front)	UltraPixel (rear), 5 MP (front)	4 MP (back), 2.1 MP (front)	5 MP (rear) / 1.3 MP (front)	20 MP (rear) / 4 MP (front)
Memory	16GB (ROM) / 2GB (RAM)	32GB ROM, 2GB RAM	32GB ROM, 2GB RAM	2 GB RAM, 32 GB ROM	1GB RAM, 4GB ROM	32 GB (ROM) / 3 GB (RAM)
Hearing Aid Compatible	M3 / T3	M4/T3	M4/T3	M4 / T3	M4 / T3	M4 / T4

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available	End of Life * While Supplies Last
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	HTC One A9	Kyocera Hydro VIBE	Kyocera Torque	Kyocera TorqueXT	LG G Stylo	LG G3 Vigor
Suggested Retail Price	\$696.00	\$120.00	\$349.99	\$360.00	\$288.00	\$192.00
Flat Rate 2YR (All CL)	\$199.99	\$0.00	\$49.99	\$49.99	\$49.99	\$29.99
1YR pricing	\$377.99	\$26.99	\$166.99	\$171.99	\$128.99	\$70.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled	•	•	•	•	•	•
HD Voice Capable						•
Hearing Aid Compatible						•
International (HSDPA/GSM)						
Micro-SD Slot		•			•	•
Military Spec 810G Certified			•	•		
Mobile Hotspot Capable	•	•	•		•	•
Near Field Communication Capable	•	•	•	•		•
Sprint Direct Connect / Group Connect			•	•		
Sprint Direct Connect Now Capable	•					•
Wi-Fi Calling Capable						•
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	5.01 x 2.50 x 0.43 in.	4.44 x 2.38 x 0.56 in.	4.44 x 2.38 x 0.56 in.	6.08 x 3.12 x .38 in.	5.42 x 2.74 x 41 in.	
Battery Type	2000 mAh Li-Ion	2500 mAh Li-Ion	2500 mAh Li-Ion	3000 mAh	2540 mAh Li-Ion	
Weight w/Battery (oz)	5.29 oz.	5.54 oz.	5.54 oz.	5.85 oz.	4.73 oz.	
Talk Time		Up to 18 hours	Up to 18.8 hrs	Up to 24 hrs.	Up to 23 hours	
Camera	8.0 MP	5.0 MP (back), 1.3 MP (front)	5.0 MP rear; 1.3MP front	8 MP (rear) / 5 MP (front)	8 MP (back) / 1.3 MP (front)	
Memory	8 GB ROM / 1.5 GB RAM	1 GB RAM, 4 GB ROM	20 GB ROM / 1GB RAM	8 GB (ROM) / 1 GB (RAM)	8GB (ROM) / 1GB (RAM)	
Hearing Aid Compatible		M3		N/A	M4 / T3	

Pricing is valid from 11/06/2015 through 1/07/2016.
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	End of Life * While Supplies Last	Available	Available	End of Life * While Supplies Last	Available	End of Life * While Supplies Last
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	LG G2	LG G3	LG G4	LG G Flex	LG G Flex 2	Moto X
Suggested Retail Price	\$360.00	\$180.00	\$629.00	\$449.99	\$240.00	\$399.99
Flat Rate 2YR (All CL)	\$99.99	\$49.99	\$199.99	\$99.99	\$49.99	\$49.99
1YR pricing	\$172.99	\$63.99	\$336.99	\$277.99	\$99.99	\$197.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•	•	•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled						
HD Voice Capable	•	•	•			
Hearing Aid Compatible			•			
International (HSDPA/GSM)		•	•			•
Micro-SD Slot		•	•		•	
Military Spec 810G Certified						
Mobile Hotspot Capable	•	•	•			•
Near Field Communication Capable		•				
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable	•	•	•	•	•	
Wi-Fi Calling Capable					•	
Wi-Fi Data Capable	•	•	•	•		•
Phone Details						
Dimensions	4.7 x 2.6 x 0.37 in.	5.76 x 2.94 x 0.35 in.	5.86 x 3.0 x 0.39 in.	6.32 x 3.21 x 0.34 in.	149.6 x 75.4 x 8.9 mm	4.88 x 2.57 in.
Battery Type	3000 mAh Li-Ion	3000 mAh	3000 mAh	3500 mAh Li-Ion	3000 mAh Li-Polymer	2200 mAh Li-Ion
Weight w/Battery (oz)	5.04 oz.	5.28 oz.	5.47 oz.	6.24 oz.	145 g	4.58 oz.
Talk Time	Up to 17 hours	Up to 24 hours	Up to 23 hours	Up to 29 hours	Up to 23 hours	Up to 13 hours
Camera	13.0 MP	13MP Rear; 2.1MP Front	16 MP (rear) / 8 MP (front)	13MP (back), 2.4 MP (front)	13 MP (rear) / 2.1 MP (front)	10 MP (back), 2.0 (front)
Memory	2 GB RAM, 32 GB ROM	3GB RAM / 32GB ROM	3 GB (RAM) / 32 GB (ROM)	2GB RAM, 32GB ROM	32 GB (ROM) / 2 GB (RAM)	2 GB RAM, 16 GB ROM
Hearing Aid Compatible	M4 / T4	M4/T4	M3 / T3	M3 / T3	TBD	M4 / T4

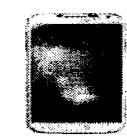
Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	Available	End of Life * While Supplies Last	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Motorola Nexus 6	Sharp Aquos Crystal	Samsung Galaxy S6 (128 GB)	Samsung Galaxy Grand Prime	Samsung Galaxy S5 Sport	Samsung Galaxy S5
Suggested Retail Price	\$600.00	\$120.00	\$799.00	\$240.00	\$360.00	\$360.00
Flat Rate 2YR (All CL)	\$199.99	\$0.00	\$349.99	\$29.99	\$99.99	\$99.99
1YR pricing	\$319.99	\$26.99	\$440.99	\$29.99	\$172.99	\$172.99
Phone Features						
3G and 4G LTE Network Access	•	•	•	•	•	•
Bluetooth Enabled	•		•	•	•	•
Camera	•	•	•	•	•	•
GPS Enabled		•	•	•	•	•
HD Voice Capable	•	•	•	•	•	•
Hearing Aid Compatible	•		•	•		
International (HSDPA/GSM)	•		•	•	•	•
Micro-SD Slot		•		•	•	•
Military Spec 810G Certified						
Mobile Hotspot Capable	•	•	•	•	•	•
Near Field Communication Capable	•		•	•		
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable			•	•		
Wi-Fi Calling Capable		•	•	•		
Wi-Fi Data Capable	•	•	•	•	•	•
Phone Details						
Dimensions	82.98 x 159.26 x 10.06 mm	5.17 x 2.64 x .4 in.	5.6 x 2.8 x 0.3 in.	5.7 x 2.8 x 0.3 in.	5.7 x 2.9 x .4 in.	5.6 x 2.9 x 0.3 in.
Battery Type	3220 mAh Li-Ion	2040 mAh Li-Ion	2550 mAh Li-Ion	2,600 mAh Li-Ion	2800 mAh Li-Ion	2800 mAh Li-Ion
Weight w/Battery (oz)	184 g	4.97 oz.	4.6 oz.	6 oz.	5.6 oz.	5.1 oz.
Talk Time	Up to 24 hours	Up to 13 hours	Up to 23 hours	Up to 18 hours	Up to 19 hours	Up to 19 hours
Camera	13 MP (rear) / 2 MP (front)	8 MP (rear); 1.2 MP (front)	16 MP (rear) / 5 MP (front)	8 MP (Rear) / 5 MP (Front)	16 MP (back); 2 MP (front)	16 MP (rear), 2 MP (front)
Memory	32 GB (ROM) / 3 GB (RAM)	8 GB (ROM); 1.5 GB (RAM)	128 GB (ROM) / 3 GB (RAM)	8 GB (ROM) / 1.5 GB (RAM)	16GB ROM / 2GB RAM	16GB (ROM), 2GB (RAM)
Hearing Aid Compatible	M3 / T3	M4/T4	M4 / T3	M4 / T4	M3 / T3	M3/T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	Available	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy S6 (32 GB)	Samsung Galaxy S6 (64 GB)	Samsung Galaxy S6 Edge (32 GB)	Samsung Galaxy S6 Edge (64 GB)	Samsung Galaxy S6 edge+ (32GB)	Samsung Galaxy S6 edge+ (64GB)
Suggested Retail Price	\$584.00	\$684.00	\$719.00	\$814.00	\$814.00	\$914.00
Flat Rate 2YR (All CL)	\$149.99	\$249.99	\$249.99	\$349.99	\$349.99	\$449.99
1YR pricing	\$309.99	\$370.99	\$449.99	\$449.99	\$449.99	\$510.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
HD Voice Capable	●	●	●	●	●	●
Hearing Aid Compatible	●	●	●	●	●	●
International (HSDPA/GSM)	●	●	●	●	●	●
Micro-SD Slot						
Military Spec 810G Certified						
Mobile Hotspot Capable	●	●	●	●	●	●
Near Field Communication Capable	●	●	●	●		
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable	●	●	●	●	●	●
Wi-Fi Calling Capable	●	●	●	●	●	●
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	5.6 x 2.8 x 0.3 in.	6.1 x 3.0 x 0.3 in.	6.1 x 3.0 x 0.3 in.
Battery Type	2550 mAh Li-Ion	2550 mAh Li-Ion	2600 mAh Li-Ion	2600 mAh Li-Ion	3,000 mAh Li-Ion	3,000 mAh Li-Ion
Weight w/Battery (oz)	4.6 oz.	4.6 oz.	4.9 oz.	4.9 oz.	6.0 oz.	6.0 oz.
Talk Time	Up to 23 hours	Up to 23 hours	Up to 26 hours	Up to 26 hours	Up to 28 hrs	Up to 28 hrs
Camera	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)
Memory	32 GB (ROM) / 3 GB (RAM)	64 GB (ROM) / 3 GB (RAM)	64 GB (ROM) / 3 GB (RAM)	32 GB (ROM) / 3 GB (RAM)	32 GB (ROM) / 4 GB (RAM)	64 GB (ROM) / 4 GB (RAM)
Hearing Aid Compatible	M4 / T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3	M4 / T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available	Available	Available
						
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Samsung Galaxy S III (16GB)	Samsung Galaxy S4 (16GB)	Samsung Galaxy Note 4	Samsung Galaxy Note Edge	Samsung Galaxy Note 5 (32GB)	Samsung Galaxy Note 5 (64GB)
Suggested Retail Price	\$240.00	\$408.00	\$720.00	\$720.00	\$739.00	\$839.00
Flat Rate 2YR (All CL)	\$0.00	\$49.99	\$299.99	\$429.99	\$249.99	\$349.99
1YR pricing	\$99.99	\$202.99	\$392.99	\$429.99	\$404.99	\$465.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
HD Voice Capable			●	●	●	●
Hearing Aid Compatible			●	●	●	●
International (HSDPA/GSM)		●	●	●	●	●
Micro-SD Slot	●	●	●	●	●	●
Military Spec 810G Certified						
Mobile Hotspot Capable	●	●	●	●	●	●
Near Field Communication Capable			●			
Sprint Direct Connect / Group Connect						
Sprint Direct Connect Now Capable	●	●	●	●	●	●
Wi-Fi Calling Capable		●	●	●	●	●
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	5.4 x 2.8 x .3 in.	5.4 x 2.7 x .3 in.	6.0 x 3.1 x 0.3 in.	6.0 x 3.2 x 0.3 in.	6.0 x 3.0 x 0.3 in.	6.0 x 3.0 x 0.3 in.
Battery Type	2100 mAh Lithium Ion	2600 mAh Lithium Ion	3220 mAh Li-Ion	3000 mAh Li-Ion	3,000 mAh Li-Ion	3,000 mAh Li-Ion
Weight w/Battery (oz)	4.7 oz.	4.6 oz.	6.2 oz.	6.1 oz.	5.4 oz.	5.4 oz.
Talk Time	Up to 9.2 Hrs	Up to 15.7 hours	Up to 35 hours	Up to 37 hours	Up to 28 hrs	Up to 28 hrs
Camera	8.0 MP (back), 1.9 MP (front)	13.0 MP	16 MP rear; 3.7 MP front	16 MP (rear) / 3.7 MP (front)	16 MP (rear) / 5 MP (front)	16 MP (rear) / 5 MP (front)
Memory	2 GB RAM, 16 GB ROM	2 GB RAM, 16 GB ROM	32 GB ROM / 3 GB RAM	3 GB (RAM) / 32 GB (ROM)	32 GB (ROM) / 4 GB (RAM)	64 GB (ROM) / 4 GB (RAM)
Hearing Aid Compatible	M4	M3	M4 / T3	M4 / T3	M4 / T3	M4 / T3

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	End of Life * While Supplies Last	Available	End of Life * While Supplies Last	End of Life * While Supplies Last	Available
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 5S (16GB)	Apple iPhone 5S (32GB)	Apple iPhone 5S (64GB)	Apple iPhone 5C (16GB)	Apple iPhone 5C (32GB)	Apple iPhone 6 (16GB)
Plan Restrictions	Data Required	Data Required	Data Required	Data Required	Data Required	Data Required
SKU	885909727896 (16GB Space Gray)	885909727926 (32GB Space Gray - EOL)	885909727957 (64GB Space Gray - EOL)	885909741793 (16GB White - EOL)	885909822201 (32GB White - EOL)	885909951017 (Space Gray)
	885909727902 (16GB Silver)	885909727933 (32GB Silver - EOL)	885909727964 (64GB Silver - EOL)	885909741809 (16GB Yellow - EOL)	885909822218 (32GB Yellow - EOL)	885909951024 (Silver)
	885909727919 (16GB Gold)	885909727940 (32GB Gold - EOL)	885909727971 (64GB Gold)	885909741816 (16GB Blue - EOL)	885909822225 (32GB Blue - EOL)	885909951031 (Gold)
				885909741823 (16GB Green - EOL)	885909822232 (32GB Green - EOL)	
				885909741830 (16GB Pink - EOL)	885909822249 (32GB Pink - EOL)	
Suggested Retail Price	\$449.99	\$499.99	\$599.99	\$479.99	\$549.99	\$549.99
Flat Rate 2YR (All CL)	\$0.00	\$49.99	\$99.99	\$0.00	\$29.99	\$99.99
1 YR pricing	\$227.99	\$258.99	\$319.99	\$246.99	\$288.99	\$288.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
Hearing Aid Compatible	●	●	●	●	●	●
Intelligent Assistant	●	●	●	●	●	●
International (HSDPA/GSM)	●	●	●	●	●	●
Mobile Hotspot Capable	●	●	●	●	●	●
Near Field Communication Capable						
Wi-Fi Calling Capable						
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	2.31 x 4.87 x .3 in.	2.31 x 4.5 x .37 in.	2.31 x 4.5 x .37 in.	2.31 x 4.87 x .3 in.	2.31 x 4.5 x .37 in.	5.44 x 2.64 x .27 in.
Battery Type	Lithium-Ion	Standard Li-Ion Battery	Standard Li-Ion Battery	Lithium-Ion	Standard Li-Ion Battery	Li-Ion
Weight w/Battery (oz)	3.95 oz.	4.9 oz.	4.9 oz.	4.66 oz.	4.9 oz.	4.55 oz.
Talk Time	Up to 8 hours	Up to 8 hours	Up to 8 hours	Up to 10 hours	Up to 10 hours	Up to 14 hours
Camera	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8.0 MP (back), 1.3 MP (front)	8 MP (rear); 1.2 MP (front)
Memory	16 GB	32 GB	64 GB	16 GB	32 GB	
Hearing Aid Compatible	M4 / T4	M4 / T4	M4 / T4	M4 / T4	M4 / T4	M3 / T4

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

	Available	Available	Available	Available	End of Life * While Supplies Last	Available
Handset Pricing (Pricing applies to both New Adds and Upgrades)	Apple iPhone 6 (128GB)	Apple iPhone 6 (64GB)	Apple iPhone 5C (8GB)	Apple iPhone 6 Plus (16GB)	Apple iPhone 6 Plus (128GB)	Apple iPhone 6 Plus (64GB)
Plan Restrictions	Data Required	Data Required	Data Required	Data Required	Data Required	Data Required
SKU	885909951048 (Space Gray)	885909951079 (Space Gray)	885909962914 (White)	885909971619 (Space Gray)	885909971640 (Space Gray)	885909971671 (Space Gray)
	885909951055 (Silver)	885909951086 (Silver)	885909962921 (Yellow)	885909971626 (Silver)	885909971657 (Silver)	885909971688 (Silver)
	885909951062 (Gold)	885909951093 (Gold)	885909962938 (Blue)	885909971633 (Gold)	885909971664 (Gold)	885909971695 (Gold)
			885909962945 (Green)			
			885909962952 (Pink)			
Suggested Retail Price	\$649.99	\$649.99	\$360.00	\$649.99	\$749.99	\$749.99
Flat Rate 2YR (All CL)	\$199.99	\$199.99	\$0.00	\$199.99	\$299.99	\$299.99
1 YR pricing	\$349.99	\$349.99	\$249.99	\$249.99	\$410.99	\$410.99
Phone Features						
3G and 4G LTE Network Access	●	●	●	●	●	●
Bluetooth Enabled	●	●	●	●	●	●
Camera	●	●	●	●	●	●
GPS Enabled	●	●	●	●	●	●
Hearing Aid Compatible	●	●	●	●	●	●
Intelligent Assistant	●	●	●	●	●	●
International (HSDPA/GSM)	●	●	●	●	●	●
Mobile Hotspot Capable	●	●	●	●	●	●
Near Field Communication Capable						
Wi-Fi Calling Capable						
Wi-Fi Data Capable	●	●	●	●	●	●
Phone Details						
Dimensions	5.44 x 2.64 x .27 in.	5.44 x 2.64 x .27 in.	4.9 x 2.33 x .35 in.	6.22 x 3.06 x .28 in.	6.22 x 3.06 x .28 in.	6.22 x 3.06 x .28 in.
Battery Type	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion	Li-Ion
Weight w/Battery (oz)	4.55 oz.	4.55 oz.	4.65 oz.	6.07 oz.	6.07 oz.	6.07 oz.
Talk Time	Up to 14 hours	Up to 14 hours	Up to 10 hours	Up to 24 hours	Up to 24 hours	Up to 24 hours
Camera	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)	1.2 MP (rear); HVGA (front)	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)	8 MP (rear); 1.2 MP (front)
Memory	M3 / T4	M3 / T4		M3 / T4	M3 / T4	M3 / T4
Hearing Aid Compatible						

Pricing is valid from 11/06/2015 through 1/07/2016.
Subject to change without notice.

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Subject to change without notice.

Pricing is valid from 11/06/2015 through 1/07/2016. Subject to change without notice.		Available	End of Life * While Supplies Last	Available
				
Handset Pricing (Pricing applies to both New Adds and Upgrades)		Samsung Galaxy Tab E	Samsung Galaxy Tab S 10.5	Samsung Galaxy Tab S2
Plan Restrictions				
SKU		SPHT377TAB (Metallic Black)	SPHT807TAB (Titanium Bronze)	SPHTB17TAB (Tab S2)
Suggested Retail Price	\$299.99	\$649.99	\$648.00	
Flat Rate 2YR (All CL)	\$49.99	\$549.99	\$548.00	
Extended DC Gov't pricing				
Phone Features				
3G and 4G LTE Network Access	●	●	●	●
Bluetooth Enabled	●	●	●	
Camera	●	●	●	●
GPS Enabled		●		
Intelligent Assistant				
International (HSDPA/GSM)				
Micro-SD Slot	●	●	●	●
Mobile Hotspot Capable	●	●	●	
Wi-Fi Data Capable	●	●	●	
Phone Details				
Dimensions	9.5 x 5.9 x 0.4 in.			
Battery Type	5000 mAh Li-Ion	7900 mAh Li-Ion		
Weight w/Battery (oz)	17 oz.			
Talk Time				Up to 11 hours
Camera	5 MP (rear) / 2 MP (front)	8 MP (rear), 2.1 MP (front)	5 MP (rear) / 2 MP (front)	
Memory	16GB (ROM) / 1.5GB (RAM)	3 GB RAM, 16 GB ROM	3 GB (RAM) / 32 GB (ROM)	
Hearing Aid Compatible	N/A	N/A	N/A	

Equipment Disclaimers:

Night & Weekend Hours:

9 PM

9 PM -7 AM Mon. - Thurs.

9 PM Fri. - 7 AM Mon.

7 PM

7 PM-7 AM Mon. - Thurs.

7 PMFri. - 7 AM Mon.

Important Service/Product Specific Terms

Your Service Agreement with Sprint includes, but is not limited to, the terms of your service plan (including those outlined below and set forth in the services guide and materials), and the most recent Sprint General Terms and Conditions of Service ("Ts and Cs"). Carefully read all of the parts of your Service Agreement with Sprint, including the MANDATORY ARBITRATION PROVISION and CLASS ACTION WAIVER PROVISION set forth in the Ts and Cs.

**Monthly charges exclude taxes and Sprint Surcharges [Incl. USF charge of up to 15.1% (varies quarterly), Administrative Charge (up to \$2.50/line/mo.), Regulatory Charge (40¢/line/mo.) & state/local fees by area]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Details: sprint.com/taxesandfees.

Service Agreement: The Service Agreement is provided to you at activation. There are several parts to the Service Agreement, including, but not limited to, the Subscriber Agreement you sign or accept, the detailed plan or other information on Services we provide or refer you to during the sales transaction, and any confirmation materials we may provide you. **General Terms:** If you agree to maintain service for a minimum Term, the Term begins when you accept the Subscriber Agreement (e.g., signature, activate service, use phone, etc.).

You may terminate any line of service before its Term ends by calling us, however you will be responsible for an **EARLY TERMINATION FEE** of up to \$350/line early termination fee (ETF) for advanced devices & up to \$200 ETF/line for other devices for each line/number terminated early — except for terminations consistent with our return policy. **Subscriber Agreements** are subject to Sprint's prorated policy. The ETF is prorated and is calculated by taking the months remaining on your Service Agreement times \$20 for Advanced Devices, with a maximum of \$350, and minimum of \$100. For all other devices, the prorated ETF is calculated by taking the months remaining multiplied by \$10 with a maximum of \$200 and minimum of \$50. Payment of the ETF does not satisfy other obligations owed to us, including Term commitments with other lines or service/equipment charges.

If you agree to maintain service for a minimum Term, upon expiration of the Term, this Agreement will automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. If there is no minimum Term associated with the service plan you elect, this Agreement will apply and automatically continue on a month-to-month basis unless you contact us to inform us of any changes, including cancellation. All offers, including plans and customizable/upgrade options are available from 10/11/2013 thru 4/10/2014 — we reserve the right to cancel offers early or extend offers without notice. Offers are subject to credit approval.

An account spending limit may apply if ask for specific amount. Spending limit accounts are subject to a fee of \$4.99/mo. per account. The fee will be waived for accounts enrolled in recurring AutoPay and electronic billing (eBill). Monthly service plan charges accrue even if your service is turned off for exceeding your spending limit or nonpayment. If payment is not received in full by the due date on your bill, late fees may be assessed, in amounts up to the maximum amount permitted by law in the state of your billing address. A detailed bill provides comprehensive call details to customers, including, phone numbers dialed and received, call lengths, call types and call times. A \$1.99/month per account fee will apply if you choose to receive a paper invoice with detailed billing.

To avoid this fee, you can elect to receive Sprint's eBill or summary format of the paper invoice. Detailed billing information is available for all customers by visiting your Sprint account online. Additional fees may apply for phone number changes. Offers may not be available everywhere, combinable with other promotions/options, or available to business customers. Coverage is not available everywhere and varies by service — visit sprint.com/coverage for additional details. Monthly charges exclude taxes, Sprint Surcharges [Incl. USF charge (varies quarterly), cost recovery and administrative fees, & state/local fees by area (e.g., in some areas up to 16% but in most areas less than 3%)]. Sprint Surcharges are not taxes or gov't-required charges and are subject to change. Up to a \$36 activation fee may apply to new activations, certain service plan changes or upgrades of phones or devices. A reconnect fee of up to \$36 may apply to reestablish service on all accounts that have been disconnected for nonpayment or discontinuance of service.

A deposit or fee charge, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones — not all services are available with all phones or on all networks. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends.

A deposit or fee charge, in most instances between \$50 and \$750 (but sometimes up to \$1000), may be required per line to establish service. Our services will only work with our phones — not all services are available with all phones or on all networks. We may block network access or refuse activation for devices that are incompatible with our network or for any reason that protects our customer's or network's interests including, but not limited to, devices that are lost, stolen or terminated for nonpayment of service. Monthly service charges are not refunded or prorated if service is terminated or modified before your billing cycle ends. All phone usage, including incoming/outgoing calls, incurs charges unless specified otherwise.

Except where specified, included plan minutes are not good for off-network roaming calls. International roaming rates for voice and data services are additional and will vary. On calls that cross time periods, minutes are generally deducted or charged based on the call start time. Unused monthly plan minutes and data do not carry forward. Partial minutes of use are rounded up to the next whole minute. We may, but are not required to, decline usage on your line of service to protect against fraudulent or unlawful activity. Monthly add-ons or plans must remain active on the line of service for a full month after activating; no proration applies and refunds will not be issued for unused days during the billing cycle.

Nature of our Service. Our rate plans, customer devices, services and features are not for resale and are intended for reasonable and non-continuous use by a person using a device on Sprint's networks. **Prohibited Network Uses.** To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Sprint's network or systems.

Sprint reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend service if an individual engages in any of the prohibited voice or data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

Examples of prohibited voice uses: Sprint voice services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy. Sprint services may not be used for any other purposes, including, but not limited to: monitoring services, transmission of broadcasts, transmission of recorded material, telemarketing, autodialized calls, other commercial uses, or other connections that do not consist of uninterrupted live dialogue between individuals.

Examples of prohibited data uses: Sprint data services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or online gaming.

Our data services may not be used: (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting; (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;

(v) for activities adversely affecting the ability of other people or systems to use either Sprint's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (vi) for an activity that connects any device to Personal Computers (including without limitation, laptops), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage); or (vii) for any other reason that, in our sole discretion violates our policy of providing service for individual use.

Unlimited Use Plans: If you subscribe to rate plans, services or features that are described as unlimited, you should be aware that such "unlimited" plans are subject to these Sprint Prohibited Network Uses. New Service Agreements on the Sprint 4G (WiMAX) Network: Your Service on a device activated on the Sprint 4G (WiMAX) Network may require a new one or two-year Service Agreement per line. Sprint expressly reserves the right to migrate your Service during this Service Agreement term from the Sprint 4G (WiMAX) Network to the Sprint 4G LTE network to complete your Service Agreement term.

Reasonable advance notice of the Service change will be provided to impacted customers, who can then select one of the following options: (a) Choose to complete the Service Agreement term using your existing device without 4G (WIMAX) capability (b) Elect to complete the Service Agreement term by contacting us after receiving notice from Sprint to transition to the Sprint 4G LTE network with no additional term commitment required (Transition Option) (c) Deactivate service. Deactivations because of this Service change will not result in an Early Termination Fee (ETF). Transition Option: If you select the Transition Option, you will receive a free standard Sprint LTE capable device and can maintain your existing Service plan, if available. During the Service Agreement term, Sprint may provide other offers that are separate from the Transition Option, and these offers will be subject to a new two-year Service Agreement per line.

PROMOTIONS, OPTIONS AND OTHER PROVISIONS

Messaging (text, picture and video): Messaging rates are subject to change. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Unused monthly plan messages do not carry forward. Certain messages, including those to 3rd parties to participate in a promotion or other program, will result in additional charges. International messaging rates may vary and are subject to change without notice. There is no guarantee that messages will be received, and we are not responsible for lost or misdirected messages. Most text messages are limited to 160 characters.

Messages may incur an additional Pay-As-You-Go data charge of 3¢/KB. Pictures and video messaging must be sent, viewed and uploaded through the text/messaging application (MMS) or Picture Mail application. Viewing, uploading or linking to the web, email, or clicking on a web link to view or obtain pics/video is a data activity and casual data charges of \$.03/kb will apply, unless data is included in your plan.

Any Mobile, Anytime: Applies when directly dialing/receiving standard voice calls between domestic wireless numbers as determined when the call is placed using Indep. 3rd party and Sprint databases. (excludes calls to voicemail, 411, and other indirect methods). Not available while off-network roaming. **Sprint Mobile to Mobile:** Allows you to make or receive unlimited calls directly to or from Sprint subscribers on the Nationwide Sprint Network without using your service plan minutes. Only available for calls directly between Sprint phones (not through Voicemail, 411 or other indirect methods). Not available while off-network roaming.

Location Based Services: Environment may limit location based service information. Location Based Services require an account holder's authorization for Sprint to share location and other needed enabling information with third parties. It is the responsibility of the account holder to notify device users that location can be identified while using location based service applications. **Total Equipment Protection: Equipment Replacement Program** is insurance underwritten by Continental Casualty Company (CNA), a CNA company, and administered by Asurion Protection Services, LLC, a licensed agent of CNA (in California, Asurion Protection Services Insurance Agency, LLC, CA Lic. #OD63161. In Puerto Rico, Asurion Protection Services of Puerto Rico, Inc.). Please see the Device Protection brochure available at any participating retail location or visit sprint.com/TEP for complete terms and conditions of coverage. Terms and conditions are subject to change. May not be available in all states. Eligibility varies by device.

Assurant Advanced Protection Pack: Plan provided and administered by the Assurant Solutions Companies. Companies underwriting the plan all operate under the trade name Assurant Solutions. Limitations and Exclusions apply. For complete details, see an In-store Device Protection brochure or visit www.assurantprotection.com. **Sprint to Home:** Monthly charge is invoiced to Sprint wireless account. Not available for Corporate-liable accounts. **Mobile to Office:** Monthly charge is invoiced to Sprint wireless account. Available only for Corporate-liable accounts. **Add-a-Phone:** Requires a minimum two-year Service Agreement for each line added ("Secondary Line"). The first phone activated on the service plan ("Primary Line") and Secondary Lines may have different Term end dates. If the Primary Line on the account is terminated prior to the expiration of the Term of any Secondary Line, a Secondary Line will become the Primary Line.

Email: Wireless access to corporate/employee email may require add-on server or server access, licenses, or additional requirements which incur add-on charges. **Data:** Services are not available with all Sprint phones. The amount of data transmitted over our network is measured in kilobytes (KB), megabytes (MB) or gigabytes (GB). Unless specified otherwise, 1024KB equal 1MB. 1024MB equal 1GB. Usage is calculated on a per KB, MB or GB (depending on your plan) basis and is rounded up to the next whole KB, MB or GB, at which time we deduct accumulated usage from your plan, or assess overage or casual usage charges. You are responsible for all data activity from and to your device, regardless of who initiates the activity. Estimates of data usage will vary from actual use. Your invoice will not separately identify the number of KB, MB or GB attributable to your use of specific sites, sessions or services used. Premium content (games, ring tones, music tracks, etc.) priced separately. Services are not available for use in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions, or as substitutes for private lines or frame relay connections.

Except with Phone-as-Modem add-on, you may not use a phone (including a Bluetooth phone) as a modem in connection with a computer, PDA, or similar device. We reserve the right to deny or terminate service without notice for any misuse or any use that adversely affects network performance. Availability of downloadable or streaming content is subject to change without notice, including but not limited to television channels and radio stations. If user is not subscribed to a data included plan or add-on, Pay-As-You-Go charges are incurred when using data applications and services. **Web Access:** Sprint can help you prevent the transmission of material harmful to minors on certain devices by allowing access only to a limited number of Internet web sites or restricting web access. For more information, visit sprint.com.

Third-Party Content: Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and other entities. Subscribers are responsible for all billed content, including content purchased by others authorized to use devices on the account. If we bill you for amounts on behalf of a third party, payments received are first applied to our charges. Usage can be restricted by use of account blocking tools or similar features. Deleting third-party applications from your device alone may not stop the billing of monthly recurring charges. Visit sprint.com/premiummessaging for details.

Off-network Roaming: The primary use of your Device must be for domestic purposes within the Sprint-owned network. Domestic means use in the 50 United States and U.S. Territories (except Guam). Domestic roaming usage may be invoiced after 30-60 days. Sprint reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network usage in a month exceeds: (1) voice: 800 min. or a majority of minutes; or (2) data: 100 MB, 300 MB or a majority of kilobytes based on terms of plan. The display on your device may not always be on and will not indicate whether you will incur roaming charges. You can monitor usage online through My Account. Roaming is not available with single-band phones, or to customers who reside or whose primary use is outside an area covered by the Nationwide Sprint Network. Sprint may limit or terminate service if you move outside of the Sprint owned-network.

International Roaming: International calling, including in Canada, Mexico, and Guam is not included in plans with no roaming charges. International roaming usage may be invoiced after 30-60 days. Data services and certain calling features (Voicemail, Caller ID, Call Waiting, etc.) may not be available in all roaming areas. Usage initiated near country borders may be carried by a cell site in a neighboring country and billed at that country's rates. Sprint reserves the right to deny, terminate, modify, disconnect or suspend service if the majority of minutes or kilobytes are used for international roaming.

International Long Distance, Messaging and Data: Phones must be activated on International service to enable International long-distance calls, messaging or data including to Mexico and Guam. For verification purposes, you may be required to provide additional information and activation of plan may take approximately 1 to 3 days. Verification for account spending limit customers may take up to 30 days. Rates, mobile termination fees and available countries at sprint.com/internationalrates. International rates are subject to change without notice.

Sprint Phone Connect: Device compatible with traditional home/office phones that use standard RJ11 wall jack. Sprint reserves the right, without notice, to deny, terminate, modify, disconnect or suspend service if off-network voice usage in a month exceeds: 800 min. or a majority of minutes. Patent information for certain smartphones and other devices: Some devices may contain User Guides or other guides in the packaging referencing expired and/or inapplicable patents. Please see sprint.com for updated patent information for your specific device.

Sprint Buyback: Limit 3. Devices will not be returned. To best protect your data, please delete all personal information from your phone. Credit amount depends upon valuation and may vary based on condition. Credit will be applied to in-store purchase or Sprint account within three invoices. Fraudulent devices will not receive credit and will not be returned. **Wireless Emergency Alerts:** Free wireless emergency alerts are now available on capable devices on the Nationwide Sprint Network. To learn more on emergency alerts and their availability in your area, see rep.sprint.com or visit sprint.com. **IL Discounts:** Discount amounts may vary and are subject to corporate contract and ongoing eligibility/enrollment criteria.

Call Blocking: Important Information about E911 Impacts on Call Blocking. After dialing 911, inbound call blocking will be removed from the subscriber for 24 hours to allow for public safety to place a call-back to the customer. Other inbound calls will be allowed for this time period. In the event a 911 call is dropped or disconnected, public safety may not be able to place a call-back to the customer. Removing in-bound call blocking requires processing time. Sprint will make a good faith effort to complete the removal of inbound blocking, and will cooperate with public safety to remove inbound call blocking upon request.

Call blocking will be restored after the 24-hour period. The customer will not be notified when the block is removed nor reinstated as a result of a call to 911. If you do not agree to the terms of Sprint's in-bound call blocking procedure, in-bound call blocking will not be provided. **Network Management and Performance:** For important information on Sprint's network management tools, policies and other related information, please visit sprint.com/networkmanagement.

Attachment 2 Draft Government Wireless Services Agreement

Sprint has included on the following pages a revised draft Government Wireless Services Agreement containing new services plans available to FCPS, FCG and its Additional Purchasers.

GOVERNMENT WIRELESS SERVICES AGREEMENT
RFP 2000001706
Telecommunications Services:
Wireless Digital Voice & Data Services, Associated Equipment

THIS GOVERNMENT WIRELESS SERVICES AGREEMENT is made between **SPRINT SOLUTIONS, INC.**, as contracting agent for the affiliated Sprint entities providing the Products and Services ("Sprint") and **FAIRFAX COUNTY PUBLIC SCHOOLS, VA** ("Customer").

1. GENERAL.

- 1.1 **Eligibility.** The terms and conditions of this Agreement have been customized for federal, 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 **Rates and Conditions Website.** Customer's use of Sprint Products or Services is also governed by the applicable Product and Service annexes posted at <http://www.sprint.com/ratesandconditions>.
- 1.3 **Cooperative Purchasers.** Pursuant to Paragraph 35 "Use of Contract by Other Public Bodies" of the Customer's Scope of Work and General Conditions and Instructions to Bidders Paragraph 75 "Cooperative Purchasing", this Agreement may be extended to other public agencies subject to the authorization of Sprint.

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

Attachment A: Wireless Services Pricing & Policies
Attachment B: Wireless Machine-to-Machine Services Pricing & Policies (Government Customer)
Attachment C: Mobility As A Service Pricing & Policies

3. ORDERS AND CHARGES.

- 3.1 **Orders.**
 - A. **Rates.** During the Term, for the Products and Services acquired under this Agreement. Customer will pay Sprint the rates and charges as set forth in this Agreement.
 - B. **Issuance and Acceptance.** Customer will ensure that only persons authorized by Customer will issue Orders under this Agreement, and Customer is liable for all Orders issued under this 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.** Pursuant to Paragraph 24 "Method of Ordering" and Paragraph 27 "Changes" of the Customer's Scope of Work, 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. **Customer Issued Purchase Orders.** Customer issued purchase orders are binding only upon acceptance in writing by Sprint. Except in the case of a special customer arrangement form signed by both parties, the terms and conditions in any Customer-issued purchase order accepted by Sprint will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- 3.2 **Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates, discounts and pricing not fixed in the pricing Attachments will be based on the then-current list price at the time of purchase or lease, as applicable. If pricing in this Agreement 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, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice.
- 3.3 **Rate Adjustments.** Sprint may impose on Customer additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC") or Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that Sprint contribute to the Universal Service Fund ("USF") based on interstate revenues derived from Services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice Customer 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.

3.4 Taxes.

- A. Taxes Not Included.** Sprint's rates and charges for Products and Services do not include taxes. Sprint shall invoice Customer for, and Customer will pay all taxes imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.
- B. Withholding Taxes.** Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any amount due to Sprint, Customer must notify Sprint in writing. Sprint will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. Tax Exemptions and Exclusions.** Pursuant to Paragraph 18 "Tax Exemption" of the General Conditions of the RFP, Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer. Customer will not be responsible for payment of Sprint's direct income and employment taxes.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. Commencement of Invoicing.** Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.
- B. Delays.** If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.
- C. Timing.** In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.

4.2 [INTENTIONALLY OMITTED]

4.3 Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.

4.4 Repayment of Credits or Waived Charges. If Sprint terminates a Service or this Agreement due to Customer's material breach, or Customer terminates a Service or this Agreement before the end of any applicable Order Term (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.

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

6. WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT POSSIBLE, SPRINT WILL PASS THROUGH TO CUSTOMER ALL WARRANTIES AVAILABLE TO SPRINT FROM ANY MANUFACTURER FOR ANY PRODUCT(S) ACQUIRED HEREUNDER. SPRINT 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.

7. EQUIPMENT AND SOFTWARE.

7.1 Third Party Equipment or Software. Customer is responsible for any items not provided by Sprint (including but not limited to equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, 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's network 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 practical. At Customer's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

7.2 **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.

7.3 **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 by Sprint, posted at the Rates and Conditions Website or are otherwise provided to Customer through click or shrinkwrap agreements.** 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 is not granted any right to use any software on behalf of third parties or for time share or service bureau activities. No rights are granted to source code and Customer may not reverse engineer, decompile, modify, or enhance any software. Subject to the terms and conditions in the licensing requirements subsection above, Sprint or its suppliers retain title and property rights to Sprint-provided software. Upon termination or expiration of this Agreement or the applicable Service, any applicable software license will terminate and Customer will surrender and immediately return the Sprint-provided software to Sprint; provided that Customer is not required to return the software embedded in Products sold to Customer under this Agreement.

7.4 **Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to Customer under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, Customer will surrender and immediately return the Sprint-provided equipment (excluding equipment sold to Customer under this Agreement) to Sprint.

8. **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. Notwithstanding the foregoing and subject to Customer's written consent with respect to each use, Sprint may use the Customer's name and contact information as a customer reference and may illustrate in a press release, advertising or written or video testimonial the applications and corresponding business benefit of the solution delivered by Sprint.

9. **CUSTOMER RESPONSIBILITIES.**

- 9.1 **Installation.** For Products or Services requiring on-site installations, Customer will reasonably cooperate with Sprint or Sprint's agents to enable Sprint or its agents to install the Products or Services. Customer is responsible for damage to Sprint-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by Sprint.
- 9.2 **Use of Products and Services**
 - A. **Acceptable Use Policy.** If Customer uses Products or Services, 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.
 - B. **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 cooperate promptly with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
 - C. **Permits, Licenses and Consents.** Customer will obtain, all required permits, licenses, or consents that Customer is required to obtain to enable Sprint to provide (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
 - D. **Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products or Services to any third party. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program.

10. [RESERVED]

11. **PRIVACY, CONFIDENTIAL INFORMATION AND DISCLOSURE.**

11.1 **Virginia Freedom of Information Act.** Notwithstanding the foregoing, the parties hereto acknowledge and agree: (a) that FCPS/FCG is a "public body" within the meaning of the Virginia Freedom of Information Act (Va.Code Ann. §2.2-3700, et seq.) (the "Act") and the public records in the possession of FCPS are subject to disclosure pursuant to the Act, unless exempted by law; and (b) in the event that Sprint seeks confidential treatment for any Sprint record (containing trade secrets or proprietary information) it wishes to deliver or to transmit to FCPS in the future, Sprint shall both (i) comply fully with the terms of Va. Code Ann. §2.2-4342 (F), and (ii) conspicuously label all such records as "Confidential-Exempt from Disclosure;" and (c) provided Sprint fulfills the foregoing obligations, FCPS shall not disclose such records,

absent a court order to the contrary. In the event of conflict between the terms of Section 11 and any other provision of this Agreement, this section shall govern.

11.2 **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 expires or terminates. The 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 the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) a separate service agreement with Sprint containing nondisclosure obligations or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint 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 (subject to FOIA section of this Agreement); or (F) is disclosed with the prior written consent of the Discloser.

11.3 **Injunction.** The parties acknowledge that 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 any adequate remedy at law.

11.4 **Customer Proprietary Network Information.** Pursuant to Paragraph 32 "Safeguards of Information" of the Customer's Scope of Work, 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 for Customer.

11.5 **Privacy.** Pursuant to Paragraph 32 "Safeguards of Information" of the Customer's Scope of Work, 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.

12. LIMITATIONS OF LIABILITY.

12.1 **[INTENTIONALLY OMITTED]**

12.2 **[INTENTIONALLY OMITTED]**

12.3 **Unauthorized Access / Hacking.** Sprint is not responsible 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.

12.4 **Content.** Sprint is not responsible or liable for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services, excluding content originating from Sprint.

12.5 **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 :

- A. 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;
- B. 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;
- C. Outages or wireless Service disruptions occurring as a result of a public safety emergency;
- D. 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;
- E. Customer's breach of the licensing requirements in the Software License section;
- F. Customer's failure to comply with any provision of the Use of Products and Services section; or
- G. Sprint's failure to pay any tax based on Customer's claim of a legitimate exemption under applicable law.

13. INDEMNIFICATION.

13.1 **Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from 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 Sprint or its subcontractors, directors, officers, employees or authorized agents.

13.2 **Sprint Indemnification.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents, and their successors against third party 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 will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement.

For any third party claim that Sprint receives, or to minimize the potential for a claim, Sprint may, at its option, either;

- (A) at Sprint's expense, procure the right for Customer to continue using the Services;
- (B) at Sprint's expense, replace or modify the Services with comparable Services; or
- (C) terminate the Services.

13.3 **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.

13.4 **Exclusive Remedies.** The provisions of this "Indemnification" Section states the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

14. TERMINATION.

14.1 **Sprint Right to Terminate.**

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (1) Customer fails to cure its default of payment terms of this Agreement; (2) Customer fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; (3) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; (4) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents Sprint's performance under the Agreement; (5) Customer fails to comply with the resell restrictions and prohibitions contained in this Agreement.
- B. If Sprint terminates this Agreement under this "Sprint Right to Terminate" or Termination section, Customer 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" Section.

14.2 **Customer Right to Terminate.**

- A. **Material Failure.** Customer may terminate a Product or Service upon Sprint's receipt of Customer's written notice to terminate after the cure period if (1) Sprint materially fails to provide the Product or Service, (2) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (3) Sprint fails to cure the material failure within the 30-day cure period, and (4) Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service. Sprint's material failure does not include a failure caused by Customer or a Force Majeure Event.
- B. **Termination for Convenience.** Customer may terminate this Agreement during the Term by providing 30 days' written notice to Sprint. If Customer exercises its right to terminate for convenience, Customer must pay Sprint all applicable charges and fees for Products and Services received up to the effective date of termination.

14.3 **Effects of Termination.**

- A. **Service Charges.** Customer remains obligated to pay all Service charges incurred up to the effective date of termination for each terminated Corporate Liable Active Unit.
- B. **Individual Liable.** Individual Liable Active Units are subject to the order term requirements and other obligations in the separate consumer subscriber agreement between Sprint and the Employee.

15. DEFINITIONS.

15.1 "**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.

15.2 **Commencement Date** is the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges.

15.3 **Confidential Information** means nonpublic information (A) about Discloser's business, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between parties, and (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.

15.4 **Discloser** means the party disclosing Confidential Information.

15.5 **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 specific Terms.

15.6 **Effective Date** is the date the last party signs this Agreement.

15.7 **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. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or use, of Products or Services.

15.8 **Order Term** means the term designated for an individual Order.

15.9 **Preferred Pay Program** provides a discount to Sprint customers for remitting payment using cash, check or electronic funds transfer. Customer must contact its assigned Sprint representative for further information, including eligibility requirements.

15.10 **Product(s)** includes equipment, devices, 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.

15.11 **Product-specific Terms** means to separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.

15.12 **Recipient** means the party receiving Confidential Information.

15.13 **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.

15.14 **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 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.

16. MISCELLANEOUS.

16.1 **Compliance with Law.** Each party will comply with all applicable laws in performance of its obligations under this Agreement.

16.2 **Independent Contractor.** Sprint provides Products and Services to Customer as 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.

16.3 **No Waiver of Rights.** The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.

16.4 **No Third Party Beneficiaries.** This Agreement's benefits do not extend to any third party.

16.5 **Technology Evolution.**

A. In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection B below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product, Service, Business Plan, network standard, or technology without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, Business Plan, network standard, or technology.

B. If Sprint takes any action set forth in subsection A above, Sprint will provide advance notice reasonably designed to

inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

16.6 Assignment. Neither party may assign any rights or obligations under this Agreement without prior written consent of the other party, except that Sprint 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 Customer.

16.7 Amendments / Alterations. This Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to this Agreement are not valid unless accepted in writing by both parties.

16.8 Notice. Notices required under this Agreement must be submitted in writing to the any address listed in this Agreement for the other party or, for notices to Customer, to the address Sprint uses for shipping or billing or as set for in an Order. In the case of a dispute, notices must also be sent to:

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

Customer:

16.9 Severability. If any provision of this Agreement is found to be unenforceable, this Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.

16.10 URLs and Successor URLs. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.

16.11 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.

16.12 Entire Agreement. This Agreement, including all referenced Attachments, documents, annexes, or exhibits, and related Orders, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.

17. PRICING EXPIRATION. To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachments, excluding minimum commitments, or, with advance notice, at standard list pricing, until either party provides 30 days advance written notice to terminate.

ATTACHMENT A
WIRELESS SERVICES PRICING & POLICIES

Included for the benefit of any jurisdiction that may ride the contract. FCPS/FCG may in the future use any of these services/products at a rate negotiated at that time.

1. **[RESERVED]**
2. **GOVERNMENT DISCOUNT PROGRAM ("GDP").**
 - 2.1 **Effective Date of Government Service Pricing Discounts.** For Corporate-Liable Active Units activated during the Term of this Attachment, the Government Service Pricing Discount ("Government Discount") below applies no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the Government Discount below no later than 60 days after the Commencement Date.
 - 2.2 **Government Discount.** The Government Discount, described in the table below, is a percentage discount off the eligible monthly recurring charges ("MRCs") charged for Corporate-Liable Active Units. Individual-Liable Active Units are eligible for the Individual-Liable Service Pricing Discount below after contacting a Sprint representative and meeting the eligibility requirements in Section 5.5A ("Eligible Employees"). Government Discounts and Individual Liable Service Pricing Discounts are collectively, "Service Pricing Discounts".)
- 2.3 **How Calculated.** Unless otherwise noted in the applicable Attachment or sub-attachments, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan add-ons, and other charges (including 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, at Sprint's discretion.
- 2.4 **Eligibility.** Only Active Units that are included in Customer's Sprint account hierarchy are eligible for the GDP. It may take up to 2 invoicing cycles to move pre-existing Corporate Liable Active Units to the same invoicing cycle in order to start receiving the Government Discount. Customer's contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Government Discount.
3. **PROVISION OF SPRINT PRODUCTS AND SERVICES.**
 - 3.1 **Generally.** All terms and conditions in this Attachment apply to Corporate-Liable Active Units operating on the Sprint Networks, the Sprint 4G Network and the International M2M Network, as applicable, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Government Wireless Services Product Annex ("Wireless Product Annex"), the Sprint Machine-to-Machine Services Product Annex ("M2M Product Annex"), or the Agreement.
 - 3.2 **Wireless Devices.** To access Sprint wireless Services, Customer may utilize wireless devices purchased from Sprint, wireless devices leased from Sprint, wireless devices obtained from Sprint as part of a Mobility as a Service ("MaaS") bundle ("MaaS Bundle"), or wireless devices provided by Customer.
 - A. **Purchased Devices.** If Customer purchases wireless devices from Sprint, Customer may pay (a) full Suggested Retail Price (SRP), (b) a discounted device price up front in exchange for Customer keeping the device active for a minimum period of time ("Subsidized Devices"), or (c) SRP for the cost of the device through monthly installments ("Monthly Installments"). If Customer wants to pay for wireless devices via Monthly Installments, Customer must sign a separate Installment Agreement with Sprint.
 - B. **Leased Devices.** If Customer leases wireless devices from Sprint, Customer must enter into a separate Business Lease Agreement with Sprint and title to the devices will remain with Sprint unless Customer exercises the purchase option set forth in the Business Lease Agreement.
 - C. **MaaS Devices.** If Customer obtains wireless devices from Sprint as part of the MaaS Bundle, Customer must enter into a separate MaaS Agreement with Sprint and title to the devices will remain with Sprint as set forth in the MaaS Agreement.
 - D. **Unsubsidized Devices.** All wireless devices that are not Subsidized Devices are considered "Unsubsidized" devices.
 - E. **SIM Cards.** For International M2M Services, Customer must purchase SIM Cards from a Sprint-authorized third party.
 - 3.3 **M2M Services.** References in this Attachment to the "M2M Product Annex," "M2M Devices," the "International M2M Network," "International M2M Services," and the "International M2M Portal" apply only if Customer is purchasing M2M Services from Sprint.

Government Discount	Individual-Liable Service Pricing Discount
25%	15%

4. **SPRINT VOICE AND DATA RATE PLANS FOR BUSINESS.** Customer may select from the Sprint voice and data Business Plans listed in this Attachment or other Sprint Business Plans, promotions, or trial offers that Sprint may offer on a limited time basis.

4.1 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
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 (Nights 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 Direct Connect® features, including, but not limited to, TeamDCSM, 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
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 (Nights 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) Roaming charges are included.

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

(3) 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
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 (Nights 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. 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 Direct Connect® features, including, but not limited to, TeamDCSM, 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, Versamail, or BlackBerry® Internet Service (BIS). BlackBerry Enterprise Service, Good™ for Enterprises (BES) can be added for an additional MRC; and

4.2 Sprint Custom Voice & Data for Fairfax County Public Schools

Sprint Custom Voice & Data for Fairfax County Public Schools	
NET MRC	\$45.99 NET MRC; Service Pricing Discounts will not apply
Anytime Minutes	450
Anytime Minutes Overage	\$0.25/minute
Sprint Mobile-to-Mobile	Unlimited
Unlimited Nights & Weekends starting at 7 pm	Unlimited
Shared Minutes	Included ¹
Direct Connect® and Group Connect®	Unlimited
Nationwide Long Distance	Included
Caller ID & Voice Mail	Included
Unlimited internet browsing and e-mail	Included
Unlimited Messaging	Included
Premium Data Requirement	Included
Data Roaming	Included*

*data roaming is subject to the data roaming sections of the wireless services product annex.

¹ Corporate-Liable Active Units on the Sprint Custom Voice & Data for Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools family of plans.

- (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 Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Direct Connect and Group Connect are available on select devices. Additional Direct Connect features, including, but not limited to, TeamDCSM, are available with certain devices and may be subject to an additional charge.

4.3 Sprint Premium Data

A. Sprint Premium Data is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC.

Data Plan	MRC
Sprint Premium Data	\$10.00*

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

(1) Sprint Premium Data is required on certain Smartphones and eligible Business Plans that may vary by device. Customer may contact its Sprint Account Representative for details.

4.4 Sprint Series 65

	Sprint Series 65 300	Sprint Series 65 500
Net MRC Service Pricing Discounts will not apply	\$37.99 NET MRC	\$39.99 NET MRC
Anytime Minutes	300	500
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute
Sprint Mobile-to-Mobile	Included	Included
Unlimited Direct Connect® and Group Connect®	Included	Included
Unlimited Nights & Weekends starting at 9 pm	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included
Nationwide Long Distance	Included	Included
Voice Roaming	Included	Included
Caller ID & Voice Mail	Included	Included
Unlimited Internet Browsing and Email	Included	Included
Data Roaming	Included*	Included*
Domestic Messaging	Unlimited	Unlimited
Premium Data	Included	Included
Device Availability ¹	Samsung Grand Prime ¹	Samsung Grand Prime ¹

*data roaming is subject to the data roaming sections of the wireless services product annex.

¹ Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties.

- A. 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 Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- B. Direct Connect and Group Connect are available on select devices. Additional features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
- C. Corporate-Liable Active Units on the Sprint Custom 300 Smartphone will share Anytime Minutes with only the Business Essentials family of plans.

4.5 Sprint Series 65 for Leasing and Easy Pay Only

A. Smartphone Plan

Sprint Custom Leasing/Easy Pay	
MRC ¹	\$14.99 ¹
Anytime Minutes	Unlimited
Messages	Unlimited
Sprint Data Access	1GB*
Sprint Data Access Overage	\$10 per GB
Premium Data	Included
Data Roaming	100MB
Data Roaming Overage	\$0.25/MB
Device Eligibility	Leasing/Easy Pay Only
Device Availability ²	Samsung Grand Prime ²

¹Customer's Service Pricing Discount is not applicable.

²Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties.

- A. Sprint Custom Smartphone Plan for Fairfax County Public Schools – IB/Leasing Only includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- B. 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 Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- C. Customer's invoice may reflect a higher MRC offset by a discount to achieve the price plans identified in the table above.
- D. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.

4.6 Sprint® Business Fusion Plans

A. Smartphone Plans

Smartphone Plan Name	MRC*	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs")
Unlimited Talk and Text Plan	\$35	N/A
Unlimited Data Plan	\$30	N/A
2GB Pooled Data Plan	\$20	\$0.015/MB (\$15/GB)
1GB Pooled Data Plan	\$15	\$0.015/MB (\$15/GB)

* Government Discount is not applicable.

- (1) Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan.
- (4) The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.
- (5) Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.
- (6) Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Section 4.1.C(1) below, if such Smartphones and devices are under the same billing account number.

B. Sprint Business Fusion - Feature Phone Plans

Feature Phone Plan Name	MRC*
Unlimited Talk and Text Plan	\$30
Unlimited Data Plan	\$5

* Government Discount is not applicable.

- (1) Customer will receive a \$10 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized feature phones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) The Unlimited Talk and Text Plan includes unlimited Domestic voice, text, Direct Connect, and Group Connect; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices.
- (3) Customer may add unlimited data to the Unlimited Talk and Text Plan for the MRC stated above. Data Roaming is limited to 100MBs or a majority of KBs for the Unlimited Data Plan. If Customer does not choose the Unlimited Data Plan, Sprint will block data for feature phones activated on a Sprint Business Fusion Feature Phone Plan.

4.7 SPRINT FLAT RATE BUSINESS PLAN

A. Sprint will charge Customer a Monthly Recurring Charge ("MRC") and a flat rate per-minute charge for each minute used on a Sprint Corporate-Liable Active Unit. There are no included plan minutes.

Monthly Recurring Charge ("MRC")	\$10.00 NET MRC; Government Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used including Anytime Minutes, Domestic Roaming, Domestic Roaming Long Distance, and Nationwide Long Distance.	\$0.10
Shared Minutes	Not Available
Per Minute Rate for Direct Connect® and Group Connect	\$0.10
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM.	Included

(1) Activations on the above plan are not permitted via a Business Solutions Provider (BSP).
 (2) Customer may have a maximum of 50% of its Customer-Liable Active Units on the Sprint Flat Rate Business Plan. If the percentage of users on the Flat Rate Business Plans exceeds 50% of the total number of Customer-Liable Active Units, Sprint reserves the right to reject new orders for the Flat Rate Business Plans until the 50% ratio is achieved. Individual Liable lines are not eligible for this rate plan.

B. Customer must meet and maintain the minimum average billable minutes outlined in the table above on a monthly basis. If Customer does not maintain this level, Sprint reserves the right to bill Customer on a per-line basis for the difference between the minimum average billable minutes and the actual billable minutes used. The difference will be billed at \$0.10 per minute.

4.8 Custom Voice Plans

	Custom 200	Custom 300	Custom 450	Custom 600
NET MRC	NET \$19.99	NET \$20.99	NET \$21.99	NET \$23.99
Anytime Minutes	200	300	450	600
Anytime Minutes Overage	\$0.25/minute	\$0.25/minute	\$0.25/minute	\$0.25/minute
Unlimited Nights & Weekends (Nights Start at 7 pm)	Unlimited	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included	Included
Nationwide Long Distance	Included	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included	Included

A. Roaming charges are included.
 B. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC™, are available with certain devices and may be subject to an additional charge.

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

A. **Sprint Domestic Messaging Add-Ons.** Messaging add-ons include text, picture and video messages based on device capability. Additional charges apply for international messaging.

Messaging Plan	MRC	Additional Messages
300 Messages	NET \$1.00	\$0.20
1000 Messages	NET \$4.00	\$0.20
Unlimited Messages	NET \$7.00	N/A

(1) Net Messaging Plans are net of all discounts. Service Pricing Discount does not apply.

B. Sprint Data Add-Ons

Data Plan	MRC
Sprint PRO Pack	\$30
TeamDC Unlimited	\$10*

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

(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 Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.

- (2) The included email solution in the Sprint PRO Pack varies by device. Please review product specifications for details.
- (3) The Sprint Business Application Data Plan requires a Sprint business application.

4.10 Sprint Mobile Hotspot Add-On. Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Data Plan. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	\$10.00*
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Overage charges for additional data Services usage above data Services limitation	NA
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

¹If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- A. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Corporate-Liable Active Unit in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- D. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.11 3G/4G Connection Card 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. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

B. 3G/4G Connection Plan Charges

MRC	NET \$37.99¹
Usage Included	Unlimited for Acceptable Use ²
Data Roaming limitation in Megabytes ("MB")	100 MB
Additional data Roaming usage above 100 MB	\$0.25 per MB ³

¹MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web

camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- (1) The 3G/4G Connection Card Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network and 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, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Roaming is not available on the Sprint 4G Network at this time.
- (3) Premium Services content is not available with this Business Plan.
- (4) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming in total, or (iii) a majority of kilobytes while Roaming; provided that Customer's Wireless Data Connection Devices on "unlimited" Business Plans will not be subject to the Data Services limitation but are subject to the Roaming limitations; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- (5) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.12 Tablet Plans

MRC	\$37.99 ¹
Data Services limitation in Megabytes ("MB") or Gigabytes ("GB")	Unlimited for Acceptable Use ⁵
Overage charge for additional data Services usage above data Services limitation ²	N/A
Data Roaming limitation in Megabytes ("MB")	100MB
Overage charge for additional data Roaming usage above data Roaming limitation	\$0.25 per MB ³

¹ MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

² The data Services overage charges set forth in the table above apply only to tablets compatible with the Sprint 4G LTE Network. The data Services overage charges for all other tablets will be \$0.05 per MB.

³ If Customer's data usage in a given month exceeds the plan's Data Services limitation or Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

⁴ Customer will be liable for the overage charge set forth in the table above for any data usage that exceeds 300MB per month.

⁵ Unlimited use available while on the Sprint network. Sprint reserves the right to modify, throttle or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

A. All pricing and available MBs and GBs are the same whether Corporate-Liable Active Units use the Sprint 4G Network (if included), the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. When the Sprint 3G 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 3G 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 3G Network or Nationwide Sprint Network depending on coverage and network availability.

B. Data usage on the Sprint 4G Network requires a 4G capable device.

C. Roaming is not available on the Sprint 4G Network at this time.

D. Additional charges apply for messaging service.

E. A two year Minimum Service Term is required if Customer receives a wireless device discount. Wireless device discounts may not be available on all devices. Tablets compatible with the Sprint 4G LTE Network are not eligible for wireless device discounts, service credits or rebates, but may be eligible for certain promotions.

F. **Sprint Mobile Hotspot Add-On.** Sprint Mobile Hotspot Add-On may be added for an additional MRC. Sprint Mobile Hotspot Add-On requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Data Plan. Sprint Mobile Hotspot Add-On is only available on certain Hotspot capable wireless devices. Sprint Mobile Hotspot Add-On usage is separate from underlying plan usage.

MRC	\$10.00*
Data Services limitation in Gigabytes ("GB")	Unlimited for Acceptable Use ²
Overage charges for additional data Services usage above data Services limitation	NA
Data Roaming limitation in Megabytes ("MB")	100 MB
Overage charge for additional data Roaming usage above plan limit	\$0.25 per MB ³

*MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

¹If Customer's data usage in a given month exceeds the Data Services limitation, Customer will be liable for the overage charges set forth in the table above.

² Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

³ If Customer's data usage in a given month exceeds the plan's Data Roaming limitation, Customer will be liable for the overage charges set forth in the table above.

- A. All data usage (device and Mobile Hotspot) will count against the Sprint Mobile Hotspot Add-On Data Services limitation when the Mobile Hotspot functionality is turned on.
- B. Roaming is not available on the Sprint 4G Network at this time.
- C. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Corporate-Liable Active Unit in excess of: (i) the total data usage allowed by Customer's plan, (ii) 100 MB/month while Roaming for a plan equal to or greater than 5GB/month in total or 100 MB/month while Roaming for a plan less than 5 GB/month in total, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- D. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.

4.13 Additional Business Plans and Special Offers.

- A. **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 below may 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.
- B. **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 Corporate-Liable Active Unit enrolled in the promotion.
- C. **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.

4.14 Business Plans and Features.

Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

5. DISCOUNTS

5.1 Sprint Business Fusion Plan Discounts

- A. Unlimited Talk and Text Plan Discounts.

- (1) Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
- (2) Customer will receive a \$15 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized feature phones. Discounts are applied within 2 bill cycles and discounts are not prorated.

B. Data Plan Discounts. If Customer has at least 25 Corporate-Liable Active Units active on Sprint Business Fusion Plans, Customer will receive a discount off of the Sprint Business Fusion Smartphone Data Plan and Feature Phone Data Plan MRCs as set forth in the table below. To receive the discount, the 25+ Corporate-Liable Active Units on Sprint Business Fusion Plans must be under the same billing account number, and the discount will be applied to the Sprint Business Fusion Data Plan for those Corporate-Liable Active Units under that same billing account number.

Total Number of Corporate-Liable Active Units on Sprint Business Fusion Plans	Sprint Business Fusion Data Plan Discount for Smartphones and Feature Phones
25-99	10%
100+	20%

C. Pooled Data Plan Discount. Customer will receive a \$10 monthly discount off of a 3GB or greater Pooled Data Plan for Third Party M2M Devices, and for Unsubsidized tablets, mobile broadband devices, and routers. Discounts are applied within 2 bill cycles and discounts are not prorated.

D. No Service Pricing Discount. Customer's Service Pricing Discount is not applicable to any Sprint Business Fusion Plan MRCs.

5.2 Service Pricing Discounts.

- A. Effective Date of Service Pricing Discounts.** For Corporate-Liable Active Units activated during the Term of this Attachment, the Government Discount, where applicable, applies no later than 60 days after the date of activation. For Corporate-Liable Active Units activated prior to the Commencement Date under pre-existing agreement(s) between Sprint and Customer, Sprint will apply the Government Discount, where applicable, no later than 60 days after the Commencement Date. Individual-Liable Active Units are eligible for the Individual-Liable Service Pricing Discount above after contacting a Sprint representative and meeting the eligibility requirements in Section 5.4A ("Eligible Employees").
- B.** Unless otherwise noted in the terms of the applicable Business Plan, Service Pricing Discounts apply to eligible monthly recurring charges ("MRC") before taxes and surcharges and after application of credits, other discounts and rebates. Overage, usage-based, third party applications and services, certain Business plans and Business Plan add-ons, and other charges 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, at Sprint's discretion.

5.3 Wireless Device Discount; Upgrade Terms; Exclusions.

- A. Wireless Device Discount.** New Corporate-Liable Active Units may be eligible for a discounted device price with a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting Customer's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels.
- B. Upgrade Terms.** Customer will receive the 2-Year Net Price described in subsection A above when upgrading or replacing a Subsidized Device that has been in service for at least 24 continuous months. The upgraded or replacement device may be subject to a new device Minimum Service Term. Sprint may offer a different device price for Subsidized devices that have not been in service for 24 continuous months, or for Unsubsidized devices. More information is available by contacting Customer's Sprint Account Representative.
- C. Exclusions.** The 2-Year Net Price does not apply to certain devices or Unsubsidized devices ("Excluded Devices"). The discounted device price and device Minimum Service Term, if any, for Excluded Devices are available by contacting Customer's Sprint Account Representative and may change at any time in Sprint's sole discretion.

5.4 Accessory Discount.

The accessory discount of 20% applies to the national retail price for select Sprint Device accessories purchased for Corporate-Liable Active Units under this Agreement.

5.5 Employee Discount Program.

- A. Eligible Employees.** New and existing Customer Employees may receive the Individual-Liable Service Pricing Discount for eligible service charges and plans subject to and conditioned upon the Employee (1) signing Sprint's consumer subscriber agreement; (2) providing to Sprint satisfactory evidence of employment with Customer; and (3) complying with Sprint's current terms and restrictions regarding discounts as described in Sprint's consumer subscriber agreement. Sprint reserves the right to verify Employee's employment with Customer. Customer must use commercially reasonable efforts to comply with Sprint's employment verification methods. Upon termination of this Attachment for any reason, or upon the Employee's termination of employment with Customer, Sprint may cease applying the Individual-Liable Service Pricing Discount. Except for the amount of the Individual-Liable Service Pricing Discount and the conditions set forth above, Individual-Liable Active Units are governed exclusively by the terms and conditions in the consumer subscriber agreement including those terms and conditions relating to the applicability of the Service Pricing Discount to rate plans, promotions or other special offers.
- B. Communications.** Sprint and Customer's employee benefits group will develop and agree to a communications plan to

present discounts and sell to Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, email, payroll stuffers, newsletters, internet and intranet links, chair drops, or other mutually agreed to methods..

6. WIRELESS MINIMUM SERVICE TERM REQUIREMENT.

6.1 Minimum Service Term Generally. Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the wireless device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.

6.2 Advanced Devices. Sprint may designate certain Corporate-Liable Active Units as "Advanced Devices." Advanced Devices include, but are not limited to: (1) mobile computing devices, such as certain tablets, a netbook or notebook; or (2) Smartphones.

7. ELECTRONIC BILLING PRODUCTS

7.1 The following electronic billing products provide Corporate-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-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
Smart CD+	1 month	Not available	100

7.2 For Data Direct, Electronic Data Interchange, and Smart CD+, 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.

7.3 Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the International M2M Portal.

7.4 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.

7.5 There are no charges associated with the electronic billing products listed above.

8. ADDITIONAL TERMS

8.1 Third Party Agents. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

8.2 Product Annexes/Applicability. Customer must comply with the Government Wireless Product Annex. If Customer is utilizing M2M Devices or an electronic billing product, Customer must comply with the M2M Product Annex and the Electronic Invoice Reporting and Analytics Product Annex. Each annex is posted at the Rates and Conditions Website and is incorporated, if applicable, into the Agreement. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.

8.3 Activation Fees. A nonrefundable activation fee of \$36 applies to each Customer billing account that is created during the Term. Activation fees for Individual-Liable Active Units are governed by Sprint's consumer subscriber agreement.

8.4 Third-Party Content. Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using devices on Customer's account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

8.5 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.

8.6 Bundled Service. Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

ATTACHMENT B
WIRELESS MACHINE-TO-MACHINE SERVICES PRICING & POLICIES (Government Customer)

1. **[RESERVED]**
2. **PROVISION OF SPRINT PRODUCTS AND SERVICES.** All terms and conditions in this Attachment apply to Corporate-Liable Active Units operating on the Sprint Networks, the Sprint 4G Network and the International M2M Network, as applicable, unless otherwise specified. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment shall have the meaning assigned to such terms in the Sprint Machine-to-Machine Services Product Annex, Government Wireless Services Product Annex or the Agreement.
3. **SPRINT DATA RATE PLANS FOR M2M SERVICES.** Customer may select from the Sprint data Business Plans listed in this Attachment or other Sprint Business Plans or promotions that Sprint may offer on a limited time basis.

3.1 Sprint Data Access Plans for Business for Third Party M2M Devices

- A. Sprint Data Access Plans for Business for Third Party M2M Devices provide data transmission services via the Sprint 4G Network, the Sprint 3G Network, and/or the Nationwide Sprint Network depending on the M2M Device used and the Business Plan purchased.
- B. **Charges.** The following MRCs apply to Sprint Data Access Plans for Business for Third Party M2M Devices:
 - (1) **Sprint Data Access Plans for Business for Third Party M2M Devices.** Sprint Data Access Plans for Business for Third Party M2M Devices provide access to the Sprint 4G Network, the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible M2M Device. When the Sprint 4G Network is available and Customer uses a Sprint 4G-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 4G Network, and then will default to the Sprint 3G Network or Nationwide Sprint Network, depending on coverage and network availability. When the Sprint 3G Network is available and Customer uses a Sprint EVDO-compatible device with a Sprint Data Access Plan for Business for Third Party M2M Devices, the M2M Device first will attempt to connect to the Sprint 3G Network, and then will default to the Nationwide Sprint Network, depending on coverage and network availability.

Sprint Data Access Plans for Business for Third Party M2M Devices				
Plan Size	2MB	5MB	10MB	25MB
MRC	\$4.50 ¹	\$5.50 ¹	\$7.50 ¹	\$9.00 ¹
Overage per KB	\$0.003	\$0.003	\$0.003	\$0.003
Data Pooling	Included	Included	Included	Included

¹ MRCs on these Business Plans are net of all discounts. Customer's M2M or Wireless (as applicable) Service Pricing Discount does not apply.

C. **Additional Terms**

- (1) Usage limitations, including roaming usage limitations, and other data usage restrictions or limitations as set forth in the Wireless Services Product Annex, apply.
- (2) Roaming is not available on the Sprint 4G Network at this time.
- (3) **Restricted Uses.** Sprint Data Access Plans for Business for Third Party M2M Devices may not be used with laptops, netbooks, notebooks, tablets, or other comparable devices that involve active participation by a person. All usage must be embedded within machine-to-machine applications and M2M Devices.
- (4) **Data Pooling.** Data usage will be pooled among M2M Devices with the same Business Plan type, with the same Business Plan size, and with the same billing account number (each a "Pooling Group").

3.2 Geotab GO6 Solution.

A. **General.**

- (1) MyGeotab is a cloud-based fleet management Application from Geotab, Inc. ("Geotab"). The Business Plans set forth in this section are available only for activation on Geotab's GO6 devices utilizing the MyGeotab Application. Equipment, including GO6, Garmin or Android devices, accessories, installation, professional services, Sprint Data Access Plans, and maintenance support are not included. Customer may purchase these products and services from Sprint or a Sprint-authorized provider for an additional charge. In Sprint's sole discretion, MyGeotab may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer's use of the MyGeotab Application is subject to acceptance of the Geotab End User Agreement Terms and Conditions presented to Customer upon first log-in to the MyGeotab Application ("Geotab Terms"). Customer may log-in to the MyGeotab Application at <http://my.geotab.com>. The Geotab Terms are subject to change without prior notice to Customer.

(3) For technical support related to Customer's Geotab solution, including MyGeotab, Customer should call (800) 397-7102.

B. Charges

	Geotab Basic	Geotab Professional	Geotab Professional + Hours of Service (HOS)
MRC	\$14.45*	\$18.75*	\$21.00*
MyGeotab	Included	Included	Included

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

(1) A one year Minimum Service Term is required.

C. Features

- (1) Geotab Basic provides features that are GPS position and time-based, including: location, breadcrumb trail, geofencing, idling, speeding, stop/start times and time/location-based safety alerts, and maintenance reminders.
- (2) Geotab Professional provides the features of Geotab Basic plus accelerometer and engine data, such as: driver alerts for movement-based activity, swerving, harsh braking and acceleration, and engine diagnostic codes.
- (3) Geotab Professional + Hours of Service (HOS) provides the features of Geotab Professional plus integration with either Customer's Garmin Ltd. device or an Android tablet to provide fleet owners the ability to keep electronic driver logs.
- (4) Hours of Service and Driver Vehicle Inspection Reports (DVIRs) are accessible via select in-vehicle devices, such as an Android tablet. Customer may contact its Sprint Account Representative for information on compatible devices. An additional data Business Plan is required for tablets and other devices accessing DVIRs.
- (5) The features described above may change in Geotab's sole discretion.

3.3 Spireon Fleetlocate Trailer management solution – Option A. The Spireon FleetLocate Trailer Management Solution – Option A ("FleetLocate Trailer Solution-A") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Trailer Devices. Trailer Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Agreement.

A. Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$12.95*	\$14.95*
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Trailer Device Fee**	\$249	\$300
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the Trailer Device Fee are each one-time charges that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-A.

1. Activations of the FleetLocate Trailer Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer

Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Trailer Solution-A, Customer should call Spireon at 866-398-4087.

3.4 Spireon fleetlocate Trailer management solution – Option B. The Spireon FleetLocate Trailer Management Solution – Option B ("FleetLocate Trailer Solution-B") includes a web-based trailer management Application from Spireon, Inc. ("Spireon") that provides real-time trailer location information ("Spireon Trailer Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12 and Spireon FL22 wireless devices provided by Spireon ("Trailer Devices"). In addition to access to the Spireon Trailer Application, the MRC for the FleetLocate Trailer Solution-B includes access to the Nationwide Sprint Network, use of the Trailer Device, training, and standard ground shipping for the Trailer Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Trailer Devices remains with Spireon; Customer is not purchasing the Trailer Devices under this Agreement.

A. Charges

	FL12 Trailer Device	FL22 Trailer Device
MRC	\$19.95*	\$20.95*
Data Services in Megabytes ("MB")	5MB	5MB
Overage per KB	\$0.003	\$0.003
Spireon Web-Based Software	Included	Included
Device Activation Fee**	\$27.95	\$27.95
Minimum Service Term	3 Years	5 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Trailer Device activated with the FleetLocate Trailer Solution-B.

- (1) Activations of the FleetLocate Trailer Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Trailer Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Trailer Devices from the FleetLocate Trailer Solution-B to the Spireon FleetLocate Trailer Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.

B. Customer's use of the Spireon Trailer Application and the Trailer Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Trailer Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Trailer Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-4087.

3.5 Spireon fleetlocate asset solution – option a. The Spireon FleetLocate Asset Solution – Option A ("FleetLocate Asset Solution-A") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the FL700 Device. FL700 Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	\$10.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included

MRC	\$10.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Device Activation Fee**	\$27.95
FL700 Fee**	\$249

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee and the FL700 Fee are each one-time charges that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-A.

(1) Activations of the FleetLocate Asset Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-A.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Asset Solution-A, Customer should call Spireon at 866-398-4087.

3.6 **Spireon fleetlocate Asset solution – Option b.** The Spireon FleetLocate Asset Management Solution – Option B ("FleetLocate Asset Solution-B") includes a web-based asset tracking Application from Spireon, Inc. ("Spireon") that provides one or two location pings each day to enable Customer to monitor its assets and inventory ("Spireon Asset Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL700 wireless device provided by Spireon ("FL700 Device"). In addition to access to the Spireon Asset Application, the MRC for the FleetLocate Asset Solution-B includes access to the Nationwide Sprint Network, use of the FL700 Device, training, and standard ground shipping for the FL700 Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL700 Devices remains with Spireon.

A. Charges

MRC	\$18.95*
Data Services in Megabytes ("MB")	1MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL700 Device activated with the FleetLocate Asset Solution-B.

(1) Activations of the FleetLocate Asset Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Asset Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.

(2) A three year Minimum Service Term is required for the FleetLocate Asset Solution-B. Customer may not transfer FL700 Devices from the FleetLocate Asset Solution-B to the Spireon FleetLocate Asset Solution – Option A Business Plan prior to the expiration of the three year Minimum Service Term.

B. Customer's use of the Spireon Asset Application and the FL700 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Asset Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL700 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Asset Solution-B, Customer should call Spireon at 866-398-4087.

3.7 **Spireon fleetlocate fleet management solution.** The Spireon FleetLocate Fleet Management Solution ("FleetLocate Fleet

Solution") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time vehicle location information ("Spireon Fleet Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL18 wireless device provided by Spireon ("FL18 Device"). In addition to access to the Spireon Fleet Application, the MRC for the FleetLocate Fleet Solution includes access to the Nationwide Sprint Network, use of the FL18 Device, basic installation, training, and standard ground shipping for the FL18 Device. Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the FL18 Devices remains with Spireon.

A. Charges

MRC	\$29.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Garmin	\$5.00*
Garmin Activation Fee	\$24.00
Power Take-Off Tracking	\$3.00

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each FL18 Device activated with the FleetLocate Fleet Solution.

- (1) Activations of the FleetLocate Fleet Solution are not eligible for service credits, wireless device discounts, or rebates. The FleetLocate Fleet Solution may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) A three year Minimum Service Term is required for the FleetLocate Fleet Solution.
- (3) Garmin is an optional feature that provides navigation and messaging for the FleetLocate Fleet Solution via fleet-ready personal navigation devices from Garmin Ltd. The MRC for the Garmin feature includes the Garmin FMI cable, installation, service and the messaging tab in the FleetLocate Fleet Solution user interface. The Garmin personal navigation device is not included. The Garmin Activation Fee is a one-time charge that will be applied for each Garmin feature activated with the FleetLocate Fleet Solution.
- (4) Power Take-Off Tracking is an optional feature that tracks when a vehicle's Power Take-Off (PTO) feature is on or off. PTO information is available to Customer via alerting, reporting, and the Spireon portal. The MRC for the PTO Tracking feature includes standard installation, which requires a 12-volt connection inside the cab of the vehicle.

B. Customer's use of the Spireon Fleet Application and the FL18 Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Fleet Solution. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the FL18 Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. **Technical Support.** For technical support related to the FleetLocate Fleet Solution, Customer should call Spireon at 866-398-7906.

3.8 Spireon Fleetlocate Powered Equipment management solution – Option A. The Spireon FleetLocate Powered Equipment Management Solution – Option A ("FleetLocate Powered Equipment Solution-A") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-A includes access to the Nationwide Sprint Network, training, and standard ground shipping for the Powered Equipment Device. Powered Equipment Devices, installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.

A. Charges

FL12EQ Powered Equipment Device	
MRC	\$12.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated with the FleetLocate Powered Equipment Solution-A.

1. Activations of the FleetLocate Powered Equipment Solution-A may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-A may not be purchased in conjunction with certain Sprint promotions or contests.

B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-A. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.

C. Technical Support. For technical support related to the FleetLocate Powered Equipment Solution-A, Customer should call Spireon at 866-398-7906.

3.9 Spireon fleetlocate POWERED EQUIPMENT management solution – Option B. The Spireon FleetLocate Powered Equipment Management Solution – Option B ("FleetLocate Powered Equipment Solution-B") includes a web-based fleet management Application from Spireon, Inc. ("Spireon") that provides real-time "Powered Equipment" location information ("Spireon Powered Equipment Application"). The Business Plan set forth in this section is available only for activation on the Spireon FL12EQ wireless device provided by Spireon ("Powered Equipment Devices"). In addition to access to the Spireon Powered Equipment Application, the MRC for the FleetLocate Powered Equipment Solution-B includes access to the Nationwide Sprint Network, use of the Powered Equipment Device, training, and standard ground shipping for the Powered Equipment Device. Installation, Managed Network Services and maintenance support are not included. Customer may purchase these services from Sprint for an additional charge or from another provider acceptable to Sprint in Sprint's sole discretion. Title to the Powered Equipment Devices remains with Spireon; Customer is not purchasing the Powered Equipment Devices under this Agreement.

A. Charges

FL12EQ Trailer Device	
MRC	\$19.95*
Data Services in Megabytes ("MB")	5MB
Overage per KB	\$0.003
Spireon Web-Based Software	Included
Device Activation Fee**	\$27.95
Minimum Service Term	3 Years

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

** The Device Activation Fee is a one-time charge that will be applied for each Powered Equipment Device activated

with the FleetLocate Powered Equipment Solution-B.

- (1) Activations of the FleetLocate Powered Equipment Solution-B may not be eligible for service credits, wireless device discounts, or rebates. The FleetLocate Powered Equipment Solution-B may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) Customer may not transfer Powered Equipment Devices from the FleetLocate Powered Equipment Solution-B to the Spireon FleetLocate Powered Equipment Management Solution – Option A Business Plan prior to the expiration of the applicable Minimum Service Term.
- B. Customer's use of the Spireon Powered Equipment Application and the Powered Equipment Devices is subject to Customer's acceptance of the Spireon Tracking Solution Agreement presented to Customer upon first log-in to the Spireon portal ("Spireon Terms"). Customer must agree to the Spireon Terms before Spireon offers any services associated with the FleetLocate Powered Equipment Solution-B. Pursuant to the Spireon Terms, Customer agrees to pay any applicable charges to Spireon related to expedited shipping, installation, or repair, replacement and returns of the Powered Equipment Devices. The Spireon Terms are subject to change without prior notice to Customer.
- C. **Technical Support.** For technical support related to the FleetLocate Powered Equipment Solution-B, Customer should call Spireon at 866-398-7906.

3.10 AirWatch Enterprise Mobility Management. Sprint offers a variety of AirWatch Enterprise Mobility Management offers ("AirWatch Offers") from AirWatch, LLC ("AirWatch"), including cloud-based and perpetual licenses of Mobile Device Management, Secure Workspace, Application Management Services, Secure Browser, Training and Hosting Services.

- A. **Pricing.** For each AirWatch Offer Customer chooses, Sprint will charge Customer the applicable Monthly Recurring Charge(s) "MRC", Annual- Recurring Charge(s) "ARC" or Non-Recurring Charge(s) "NRC", as identified in the AirWatch Offers listed below, unless otherwise noted.

AirWatch Green Management— AirWatch Mobile Device Management (including native email management), Workspace and App Catalog					
AirWatch Part Number	Description	MRC	NRC	ARC	Auto-Renewal?
K12-SB-CLB-DEV-1Y	AirWatch Suite for K-12 Educational Institutions Subscriptions-Shard Cloud	N/A	N/A	\$12.00	Yes – 1 year
PS-K12-CLD-SP	AirWatch K12 Suite Cloud Deployment Fee	N/A	\$2,500.00	N/A	N/A

B. **Service Pricing Discounts.** AirWatch Enterprise Mobility is not eligible for Service Pricing Discounts.

- C. **Term Requirements.** Certain AirWatch Offers are subject to a Minimum Service Term, as set forth in the table above. If Customer terminates an AirWatch Offer before the end of the applicable Minimum Service Term, Customer will be liable for an early termination fee equal to the sum of the MRCs for each month remaining in the Minimum Service Term at the time of termination.
- D. **Renewals.** As noted in the table above, certain AirWatch Offers will auto-renew for the term outlined in the pricing table above. Sprint will notify Customer at least 90 days prior to the expiration of each AirWatch Offer that is set to auto-renew for 1 year. Customer must notify Sprint at least 30 days prior to the date of auto-renewal if Customer wants to cancel the AirWatch Offer. AirWatch Offers that do not auto-renew will expire at the end of the applicable license period unless Customer places a new Order for the AirWatch Offer at least 30 days prior to the license expiration.
- E. **Additional Terms.** Customer's use of AirWatch Offers is subject to acceptance of the AirWatch Terms and Conditions ("AirWatch Terms") presented to Customer at the time the order is placed and the Software as a Service (SaaS) Terms of Service posted to the Rates and Conditions Website. The AirWatch Terms are subject to change without prior notice to Customer.

3.11 ACTSOFT COMET VEHICLE APPLICATIONS. Actsoft Comet Vehicle Applications ("Actsoft Comet Applications") are cloud- or enterprise-based vehicle tracking solutions from Actsoft LLC ("Actsoft"). Actsoft Comet Fleet, Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL are available only for activation on the CalAmp LMU-2600 series, CalAmp LMU-2800 series, CalAmp LMU-3000 series, or CalAmp LMU-4200 series of wireless devices ("CalAmp Devices"). Actsoft Comet Tracker EZ and Actsoft Comet Tracker may be activated on CalAmp Devices, Smartphones or tablets. Actsoft Comet Driver Log is available for activation only on Smartphones or tablets. Equipment, accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC for Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, and Actsoft Comet Driver Log. For Actsoft Comet Fleet TOTAL and Actsoft Comet Asset TOTAL, the Business Plan MRC includes the Actsoft Comet Application and the use of a CalAmp Device; accessories, installation, professional services, Sprint Data Access plans, messaging, Managed Network Services and maintenance support are not included in the Business Plan MRC. Customer may purchase the excluded products and services from Sprint or a Sprint-authorized provider for an additional charge.

A. Charges

Actsoft Comet Applications	MRC	NRC
Actsoft Comet Tracker EZ	\$10.00*	\$20
Actsoft Comet Fleet	\$15.00*	\$25
Actsoft Comet Tracker (1-50 Activations)	\$15.00*	\$20
Actsoft Comet Tracker (51-100 Activations)	\$13.00*	\$20
Actsoft Comet Tracker (101+ Activations)	\$11.00*	-\$20
Actsoft Comet Driver Log	\$20.00*	\$20
Actsoft Comet Fleet TOTAL	\$21.00*	\$25
Actsoft Comet Asset TOTAL	\$16.00*	\$25

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- (1) Activations of the Actsoft Comet Applications are not eligible for service credits, wireless device discounts, or rebates. The Actsoft Comet Applications may not be purchased in conjunction with certain Sprint promotions or contests.
- (2) For each device activated with an Actsoft Comet Application, Sprint will charge Customer a one-time license fee as listed in the table above under the NRC column.

B. Features.

- (1) Actsoft Comet Tracker EZ provides an entry level GPS tracking solution that includes near real time and historical locations, as well as speeds, stop time, geo-fencing, reporting and alerts for locations and speed.
- (2) Actsoft Comet Fleet provides the features of Actsoft Comet Tracker EZ plus vehicle maintenance reporting, driver scorecards, driver identification, input sensors (Power Take Off, lights, doors, etc.), additional alerts and reporting to support the added functionality. In addition, if Customer activates Actsoft Comet Fleet with certain devices from Garmin Ltd. (Garmin devices sold separately) Customer will receive timekeeping and dispatching information through the Garmin device.
- (3) Actsoft Comet Tracker provides the features of Actsoft Comet Fleet plus the available option to use basic forms, timekeeping and dispatch (handsets, smartphone or tablet required and sold separately), and the ability to add on "Advanced Wireless Forms."
- (4) Actsoft Comet Driver Log may be purchased on a standalone basis or with Actsoft Comet Tracker EZ, Actsoft Comet Fleet, Actsoft Comet Tracker, or Actsoft Comet Fleet TOTAL. Actsoft Comet Driver Log offers the ability for drivers to log their Hours of Service as well as enter Driver Vehicle Inspection Report data. Actsoft provides Actsoft Comet Driver Log information in the cloud via an Actsoft web portal for real time and historical access.
- (5) Actsoft Comet Fleet TOTAL offers all of the same functionalities of Actsoft Comet Fleet and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.
- (6) Actsoft Comet Asset Total utilizes the Actsoft Comet Tracker EZ software functionality and the use of a CalAmp Device. Customer must obtain CalAmp Devices from Actsoft, pursuant to the terms of a Device End User Agreement between Customer and Actsoft. Title to the CalAmp Devices remains with Actsoft; Customer is not purchasing the CalAmp Devices under this Agreement.
- (7) The features described above may change in Actsoft's sole discretion.

C. License Agreement. Customer's use of the Actsoft Comet Applications is subject to acceptance of the Actsoft End User Terms and Conditions presented to Customer upon first log-in to the Actsoft portal ("Actsoft Terms"). The Actsoft Terms are subject to change without prior notice to Customer.

D. Technical Support. For technical support related to the Actsoft Comet Applications, Customer should contact Actsoft Customer Care at: 1-888-732-6638.

3.12 Sprint Business Applications. Sprint Business Applications are Sprint-billed third party location and mobility services. Except as otherwise provided, these solutions may be added to a Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC and NRC.

A. Sprint Business Applications Add-Ons

Application	Monthly Recurring Charge	Non-Recurring Charge
Agilis SmartCALL	\$14.99*	\$25.00
Agilis SmartDISPATCH	\$19.99*	\$25.00
Agilis SmartDOT	\$11.99*	\$25.00
Trimble- Geomanager Pocket Edition	\$14.95*	\$0

* MRC is net of all discounts. Customer's Service Pricing Discount is not applicable.

- B. Certain applications require the purchase of a data Business Plan. Depending upon Customer's device, a BlackBerry data plan may be required instead.
- C. **Service Pricing Discounts.** Sprint Business Applications are not eligible for Service Pricing Discounts.

3.13 Additional Business Plans and Special Offers. Customer may select from the Sprint Business Plans listed in this Attachment, or promotional Business Plans that Sprint may offer on a limited time basis, for use with M2M Devices. If Customer is eligible for and selects a Business Plan that is not specified in this Attachment, the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement. Unless specifically stated otherwise, activations on Sprint Business Fusion Plans are not eligible for service credits, wireless device discounts, or rebates, and Sprint Business Fusion Plans may not be purchased in conjunction with Sprint promotions, contests, or discounts.

4. M2M DEVICES

- 4.1 **Third Party M2M Devices.** Customer may purchase Third Party M2M Devices from Sprint or a third party. Third Party M2M Devices purchased from Sprint must be priced in a separate agreement between Sprint and Customer. Third Party M2M Devices purchased from Sprint are not eligible for a discounted device price.
- 4.2 **Sprint M2M Devices.** Sprint M2M Devices are eligible for a discounted device price with a device Minimum Service Term of 24 months. The discounted device price is at least equal to the 2-Year Net Price and is available by contacting Customer's Sprint Account Representative. Sprint may offer a different discounted device price for devices with a different device Minimum Service Term. The devices offered with this discounted device price may change at any time in Sprint's sole discretion. This discounted device offer may not be available in all sales channels. Existing Sprint M2M Devices may be upgraded or replaced after 20 months of continuous service with a new device Minimum Service Term. Sprint may offer different upgrade terms for devices with a different discounted device price.

5. MINIMUM SERVICE TERM

- 5.1 **In General.** Wireless Services may require a device or Business Plan to remain active for a minimum period of time ("Minimum Service Term"). The Minimum Service Term begins on the M2M Device purchase date and ends on the expiration of the device Minimum Service Term or the Business Plan Minimum Service Term, whichever is later. The applicable Minimum Service Term(s) are available at Customer's My Sprint Business account or by contacting Customer's Sprint Account Representative.

6. ELECTRONIC BILLING PRODUCTS

- 6.1 The following electronic billing products provide Corporate-Liable Active Unit call detail record information:

ELECTRONIC BILLING PRODUCTS	Invoice Data	Summary Data	Minimum Corporate-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
Smart CD+	1 month	Not available	100

- A. For Data Direct, Electronic Data Interchange, and Smart CD+, 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.
- B. Electronic Billing Products are not available with International M2M Services or with M2M Devices managed through Command Center or the International M2M Portal.
- 6.2 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.

6.3 There are no charges associated with the electronic billing products listed above.

7. ADDITIONAL TERMS.

7.1 **Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

7.2 **Product Annexes/Applicability.** Customer must comply with the Government Wireless Services Product Annex, the Machine-to-Machine Services Product Annex, and the Electronic Invoice Reporting and Analytics Product Annex, each of which are incorporated into the Agreement as posted to the Rates and Conditions Website. Notwithstanding the foregoing, the sections of the Machine-to-Machine Services Product Annex entitled "INSURANCE" and "INDEMNIFICATION" will not be applicable to Customer.

7.3 **Account Activation Fee.** A nonrefundable account activation fee of \$36 applies to each Customer billing account that is created during the Term.

7.4 **Third-Party Content.** Customer may purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using Corporate-Liable Active Units. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

7.5 **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, Business Plan 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.

7.6 **Bundled Service.** Customer may not market or sell M2M Services except in conjunction with an M2M Device and as part of a bundled service offering, which includes other value added services used or sold by Customer.

ATTACHMENT C
MOBILITY AS A SERVICE PRICING & POLICIES

1. PROVISION OF MOBILITY AS A SERVICE.

1.1 Generally. Sprint provides Mobility as a Service ("MaaS") as a bundled offering that includes the features set forth below, the applicable data allowance noted in the Pricing Tables below, and the use of a MaaS Device (as defined below) for a certain period of time ("MaaS Bundle"). The terms and conditions in this Attachment apply only to Sprint's provision of the MaaS Bundle. Sprint Spectrum L.P. provides the Sprint Services listed in this Attachment unless otherwise stated. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireless Services Product Annex or the Agreement.

1.2 MaaS Devices. The devices utilized with the MaaS Bundle ("MaaS Devices") are provided to Customer under the terms set forth in this Attachment. Customer is not purchasing the MaaS Devices; Sprint retains title to the MaaS Devices at all times. MaaS Devices must be used for lawful business purposes.

2. MAAS BUNDLE BUSINESS PLANS. Customer may select from the MaaS Bundle Business Plans listed in this Attachment or other Sprint Business Plans, promotions, or trial offers that Sprint may offer on a limited time basis, provided that such other Sprint Business Plans, promotions, or trial offers are identified as being eligible for inclusion in a MaaS Bundle.

2.1 MaaS Bundle Business Plan Pricing.

A. Minimum Service Term. MaaS Bundles must remain active for the Minimum Service Term set forth in the applicable Pricing Table below ("Minimum Service Term"). The Minimum Service Term begins on the MaaS Device activation date and ends after the completion of the applicable Minimum Service Term duration. Minimum Service Terms may extend beyond the Term of this Attachment.

B. MaaS Device Tiers. To select a MaaS Bundle, Customer will select a MaaS Device from one of the Tiers in the Pricing Tables below ("Tier"). Sprint determines which MaaS Devices are assigned to each Tier, and Sprint may move MaaS Devices to different Tiers; provided that the Tier assigned to a MaaS Device at the time of activation will apply to that MaaS Device until the MaaS Device is returned to Sprint and the Minimum Service Term has been completed. Within a Tier, certain devices may be available with increased memory configurations for an additional charge.

C. Discounts. If Customer has at least 25 active MaaS Bundles on a billing account number, Customer will receive the discounted MaaS Bundle Business Plan monthly recurring charge (MRC) as set forth in the Pricing Tables below for those MaaS Bundles active on that billing account number. Discounts are applied within 2 bill cycles and discounts are not prorated. The MaaS Bundle Business Plan MRC is not eligible for Customer's Service Pricing Discount.

D. Pricing Tables.

(1) MaaS Bundle Business Plans - Two Year Minimum Service Term

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs") ³
Tier 1 - Premium Iconic Smartphone	N/A	\$50	\$55	\$70	\$75	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 1 Discounted MRC	N/A	\$49	\$53	\$67	\$71	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 1 Discounted MRC	N/A	\$48	\$52	\$64	\$68	\$0.010/MB (\$10/GB)
Tier 2 - Iconic Smartphone	N/A	\$45	\$50	\$65	\$70	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 2 Discounted MRC	N/A	\$44	\$48	\$62	\$66	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 2 Discounted MRC	N/A	\$43	\$47	\$59	\$63	\$0.010/MB (\$10/GB)
Tier 3 – Smartphone	N/A	\$40	\$45	\$60	\$65	\$0.010/MB (\$10/GB)

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in Megabytes ("MBs") and Gigabytes ("GBs") ³
25-99 MaaS Bundles – Tier 3 Discounted MRC	N/A	\$39	\$43	\$57	\$61	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 3 Discounted MRC	N/A	\$38	\$42	\$54	\$58	\$0.010/MB (\$10/GB)
Tier 4 - Premium Tablet and Mobile Broadband	\$30	\$35	\$40	\$55	N/A	\$0.010/MB (\$10/GB)
Tier 5 - Tablet, Feature Phone and Mobile Broadband	\$20	\$25	\$30	\$45	N/A	\$0.010/MB (\$10/GB)

(2) MaaS Bundle Business Plans - One Year Minimum Service Term

MaaS Device Tier	100 MB ¹ MRC	1 GB MRC	2 GB MRC	5 GB MRC	Unlimited ² MRC	Overage charge for additional data services usage above plan limit in MBs and GBs ³
Tier 1 - Premium Iconic Smartphone	N/A	\$60	\$65	\$80	\$85	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 1 Discounted MRC	N/A	\$59	\$63	\$77	\$81	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 1 Discounted MRC	N/A	\$58	\$62	\$74	\$78	\$0.010/MB (\$10/GB)
Tier 2 - Iconic Smartphone	N/A	\$55	\$60	\$75	\$80	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 2 Discounted MRC	N/A	\$54	\$58	\$72	\$76	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 2 Discounted MRC	N/A	\$53	\$57	\$69	\$73	\$0.010/MB (\$10/GB)
Tier 3 – Smartphone	N/A	\$50	\$55	\$70	\$75	\$0.010/MB (\$10/GB)
25-99 MaaS Bundles – Tier 3 Discounted MRC	N/A	\$49	\$53	\$67	\$71	\$0.010/MB (\$10/GB)
100+ MaaS Bundles – Tier 3 Discounted MRC	N/A	\$48	\$52	\$64	\$68	\$0.010/MB (\$10/GB)
Tier 4 - Premium Tablet and Mobile Broadband	\$40	\$45	\$50	\$65	N/A	\$0.010/MB (\$10/GB)
Tier 5 - Tablet, Feature Phone and Mobile Broadband	\$25	\$30	\$35	\$50	N/A	\$0.010/MB (\$10/GB)

¹ 100 MB MaaS Bundle Business Plans are not available for Smartphones.

² Unlimited MaaS Bundle Business Plans are only available for Smartphones.

³ Except for excess Sprint Mobile Hotspot usage as described below, overage charges do not apply for Unlimited MaaS Bundle Business Plans.

2.2 MaaS Bundle Features.

A. Voice and Data Features.

- (1) The MaaS Bundle includes unlimited talk and text, which consists of unlimited Domestic voice, text, Direct Connect®, and Group Connect®, provided that Roaming in a given month may not exceed 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select MaaS Devices. In addition, unlimited talk and text includes unlimited international text for text messages sent to, or received from, over 180 countries while a MaaS Device is located in the United States (subject to MaaS Device capability). Additional charges apply for text messages sent or received while Roaming internationally. More information is available at sprint.com/international.
- (2) The data allowance for MaaS Bundles includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on an Unlimited MaaS Bundle Business Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on an Unlimited MaaS Bundle Business Plan exceeds 3GBs, Customer will be liable for a \$0.010 per MB (\$10 per GB) overage charge.
- (3) For Smartphones and feature phones, data Roaming in a given month may not exceed 100 MBs or a majority of kilobytes. For other devices, data Roaming is limited to 25MB for the 100MB MaaS Bundle Business Plan; 100MB for the 1GB and 2GB MaaS Bundle Business Plans; and 300MB for other MaaS Bundle Business Plans. Customer will be charged \$0.25/MB for data Roaming above these limits. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time. The Roaming data allowance does not pool.
- (4) Except for MaaS Devices on Unlimited MaaS Bundle Business Plans, data usage will be pooled among all MaaS Devices under the same billing account number.

B. Integrated Value Added Service Features.

- (1) **Dedicated Care Support Team.** During the Term of this Attachment, Sprint will provide Customer with a dedicated care support team to coordinate all project management and ongoing support services.
- (2) **24/7/365 Tech Support.** Sprint will provide 24/7/365 technical support for all of Customer's end users utilizing MaaS Devices.
- (3) **On-Site Implementation Support.** Subject to the terms below, Sprint will provide certain on-site MaaS Bundle implementation services to Customer, which may include delivery of MaaS Devices to Customer's location, transferring contacts to the MaaS Devices, end user training, and other mutually agreeable services ("Implementation Services"). The locations eligible for Implementation Services may vary, and will be determined in Sprint's discretion.
 - (a) When Customer orders at least 25 MaaS Devices to be delivered to one location, Sprint will provide Implementation Services at that location, where available.
 - (b) In addition, Customer may designate 1 VIP with a purchase of at least one MaaS Bundle and an additional VIP for every 50 MaaS Bundles purchased thereafter, and Sprint will provide Implementation Services for those Customer-designated VIPs.
- (4) **MaaS Device Configuration.** If requested by Customer and subject to the requirements set forth below, Sprint will provide certain device configuration services prior to shipping MaaS Devices. These services may include installing device software updates, preloading of up to three Applications, installing a standardized contact directory, and other mutually agreeable services as set forth in a statement of work; provided that the configuration activities must be the same for all MaaS Devices in the same shipment. Configuration services may require additional deployment time prior to shipping, and Customer must sign a separate Device Configuration Waiver.
- (5) **MaaS Extended Warranty Program ("MaaS Warranty").** Sprint will provide this program for all MaaS Devices, which covers mechanical or electrical failure due to defects in material or workmanship or normal wear and use, including cracked screens, to the MaaS Device unless and until Customer chooses to cancel the MaaS Warranty or the MaaS Bundle is terminated. There is no claim service fee for the first two covered claims for a MaaS Device that are fulfilled by Sprint in any consecutive 12 month period. For the third and any additional covered claim(s) for a MaaS Device that are fulfilled by Sprint in any consecutive 12 month period, Customer will incur a non-refundable claim service fee of \$25 payable at the time of service. Customer may incur a service fee up to \$50 payable at the time of service if a MaaS Device is not serviced at a Sprint retail store location. Once a claim is approved, Customer will usually receive the replacement MaaS Device within three business days. Claims may be fulfilled with a new or a Sprint certified remanufactured device. If the same make and model is not available, a comparable model will be substituted. Colors, features, and accessory compatibility are not guaranteed. Customer may cancel the MaaS Warranty without penalty. The value of the MaaS Warranty is \$2.57 per month, per MaaS Device. MaaS Warranty program terms and conditions apply and are posted at the Rates and Conditions Website. **THE MAAS WARRANTY TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE SUBMISSION OF ALL DISPUTES BETWEEN CUSTOMER AND ASURION, THE MAAS WARRANTY PROVIDER IN CERTAIN JURISDICTIONS, TO FINAL AND BINDING ARBITRATION (EXCEPT WHERE EXPRESS STATE EXEMPTIONS ARE PROVIDED).**

2.3 Use of MaaS Devices.

- A. As Customer orders MaaS Devices, Sprint will issue Customer a Supplemental Schedule of MaaS Devices, which will list the MaaS Devices provided to Customer.
- B. At the conclusion of a MaaS Bundle's Minimum Service Term, the following options are available:
 - (1) Customer may continue with the MaaS Bundle on a month-to-month basis;
 - (2) Customer may replace the MaaS Device, and initiate a new MaaS Bundle Minimum Service Term; or
 - (3) Customer may return the MaaS Device to Sprint and terminate service.
- C. MaaS Devices are not eligible for any discretionary credits that may be described in a separate Attachment to the Agreement.

3. FEES, WAIVERS AND DISCOUNTS

- 3.1 **Cancellation Fee.** If Customer terminates a MaaS Bundle prior to the completion of the applicable Minimum Service Term, Customer will pay the cancellation fee set forth in the Supplemental Schedule of MaaS Devices ("Cancellation Fee"). Cancellation Fees are not eligible for any early termination fee waivers that may be identified in the Agreement.
- 3.2 **Accessory Discount.** An accessory discount of 20% applies to the national retail price for select Sprint Device accessories purchased for MaaS Devices under this Attachment.
- 3.3 **Activation Fees.** For the Term of this Attachment, Sprint will, for Customer's MaaS billing accounts under this Attachment, waive the otherwise nonrefundable activation fee of \$36 that typically applies to Customer billing accounts created during the Term.

4. ADDITIONAL MAAS DEVICE TERMS AND CONDITIONS.

- 4.1 **Return of MaaS Devices.** Customer must return a MaaS Device to Sprint within 30 days of the date Customer replaces the MaaS Device or the applicable MaaS Bundle is terminated. If Customer fails to return a MaaS Device within that 30 day period, Customer will pay the Non-Return Fee set forth in the Supplemental Schedule of MaaS Devices, in addition to any applicable Cancellation Fee.
- 4.2 **Risk of Loss.** Use of MaaS Devices is at Customer's risk. **Customer is not released from payment or other performance obligations if any or all of the MaaS Devices are lost, stolen, damaged or destroyed, and Customer must return the MaaS Devices to Sprint in good condition and repair. For this reason, Customer may wish to obtain property insurance covering the MaaS Devices at Customer's expense.** Customer is not required to obtain this insurance. Customer may obtain insurance from any provider, and while this insurance is not available from Sprint, third parties may offer insurance through Sprint.
- 4.3 **Standards for Wear and Use.** The following will be considered unreasonable or excess wear and use of the MaaS Devices: damaged, scratched or cracked housing or display; display or touchscreen malfunctions; cracked camera lens; damaged charger port; damage caused by exposure to liquid; corrosion or discoloration of any part of the MaaS Devices; damage to memory ports; hardware or software alterations; and any other malfunction, failure or damage caused by misuse or mistreatment of the MaaS Devices. Unreasonable or excess wear and use of the MaaS Devices may result in a charge to Customer upon return of the MaaS Devices.
- 4.4 **Maintenance.** Customer is responsible for maintaining and obtaining service for the MaaS Devices as needed.
- 4.5 **UCC Filing.** Sprint may, but has no obligation to, file a UCC financing statement recording Sprint's ownership interest in the MaaS Devices. By ordering MaaS Devices, Customer authorizes Sprint to file one or more protective financing statement(s) identifying the MaaS Devices as owned by, and the property of, Sprint.

5. ADDITIONAL TERMS.

- 5.1 **Affiliated Entity Agreements.** Notwithstanding anything to the contrary in the Agreement, only Customer is eligible to order MaaS Bundles under the pricing, terms and conditions of the Agreement. Entities authorized to purchase Products and Services under the terms of Customer's Agreement (e.g., Affiliates, contractors, distributors, etc.) must directly contract with Sprint for MaaS Bundles.
- 5.2 **Additional Business Plans and Special Offers.**
 - A. **Additional Business Plans.** If Customer is eligible for and selects a Business Plan that is not specified in the Agreement, the terms and conditions of the Business Plan will apply in addition to, and control over, any conflicting terms or conditions in the Agreement.
 - B. **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 Corporate-Liable Active Unit enrolled in the promotion.
 - C. **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.

D. Business Plans and Features. Certain wireless Products require specific Business Plans for operation on the Sprint Networks or the Sprint 4G Network. Certain Business Plans, add-ons, features and equipment discounts may not be available on all wireless Products. More information is available by contacting Customer's Sprint Account Representative.

5.3 Third Party Agents. Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

5.4 Wireless Services Product Annex. Customer must comply with the Wireless Services Product Annex, which is posted at the Rates and Conditions Website and is incorporated into the Agreement.

5.5 Third-Party Content. Sprint allows customers to purchase mobile content on a per item or monthly basis from Sprint and third parties. Customer is responsible for all billed content, including content purchased by others using devices on Customer's account. Usage can be restricted by account blocking tools or similar features. Visit www.sprint.com/premiummessaging for details.

5.6 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 MaaS Device 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 MaaS Devices.



FAIRFAX COUNTY
PUBLIC SCHOOLS

NOTICE OF AWARD

Department of Financial Services

Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, Virginia 22042-1203

Telephone: 571-423-3550

FEB 26 2016

CONTRACT TITLE: Telecommunications Services: Wireless Digital & Data Services, Associated Services/Equipment

CONTRACT NUMBER(S): 4400006674, **4400006677**, 4400006678, 4400006679

NIGP CODE(S): 91575

CONTRACT PERIOD: July 1, 2016- June 30, 2021

RENEWALS: 5

SOLICITATION NUMBER: RFP2000001706

SUPERCEDES CONTRACT(S): 4400001434, 4400001435, 4400001436

CONTRACTOR(S): SUPPLIER ID(S):

AT&T 1000012332
3033 Chain Bridge Road
Oakton, VA 22124

Contact: Asif Iqbal
Telephone: 703-474-6025
Email: asif.iqbal.1@att.com

Sprint Solutions, Inc. 1000011720
12502 Sunrise Valley Drive
Mailstop VARESA0208
Reston, VA 20196

Contact: John Wilson
Telephone: 508-801-2998
Email: John.D.Wilson@Sprint.com

Attached Price Schedule for Sprint ONLY

Boyle
1/16

Notice of Award
Contract 4400006677
Page 2 of 3

CONTRACTOR(S): SUPPLIER ID(S):

T-Mobile 1000011182
12920 SE 38th Street
Bellevue, WV 98006

Contact: Timothy Dwyer
Telephone: 703-928-6382
Email: Timothy.Dwyer@T-Mobile.com

Verizon Wireless 1000011529
7600 Montpelier Road
Laurel, MD 20723

Contact: Joseph Jones
Telephone: 703-472-6370
Email: Joseph.Jones@verizonwireless.com

TERMS: NET 30

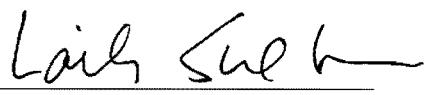
FOB: DESTINATION

OPS CONTACT: Laila Sultan, CPPB, Contract Administrator
Phone: (571) 423-3581
Fax: (571) 423-3550
E-Mail: lsultan@fcps.edu

ORDERING INSTRUCTIONS:

Any county department may create a shopping cart into FOCUS (Fairfax County Unified System) indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number.

Requests exceeding the small purchase threshold will be routed to OPS and a purchase order will be executed.



Laila Sultan
Laila Sultan, CPPB
Contract Administrator

DISTRIBUTION:

FCPS - DIT – Jean Welsh
FCG - DIT – George Coulter

ADDITIONAL NEGOTIATION FOLLOW UP TO
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WIRELESS DIGITAL VOICE & DATA SERVICES,
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Section A Price Breakdown

Offerors must provide a price breakdown for each service separately as well as totals for all services provided together if prices differ.

Please find the completed pricing tables within this section.

RFP 2000001706 Appendix C
PRICING SUMMARY SHEET
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited text messaging	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
0 pooled minutes with unlimited two-way radio and unlimited text messaging	N/A	N/A	N/A	Plan Not Available. Sprint is recommending the Custom Voice 200 Plan.
200 pooled minutes	\$19.99	0.00%	\$19.99	The Custom Voice 200 plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
300 pooled minutes	\$20.99	0.00%	\$20.99	The Custom Voice 300 plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes	\$21.99	0.00%	\$21.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge.
600 pooled minutes	23.99	0	23.99	The Custom Voice 600 Plan includes 600 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to,

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				TeamDC SM , are available with certain devices and may be subject to an additional charge.
450 pooled minutes with unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan with Sprint Domestic Unlimited Messaging Add-On includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group Connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$28.99	0.00%	\$28.99	The Custom Voice 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail. Roaming charges are included. Direct Connect and Group Connect are available on select devices. Additional Direct Connect® features, including, but not limited to, TeamDC SM , are available with certain devices and may be subject to an additional charge. Pricing includes \$7 NET Add-on for Unlimited text messages.
Unlimited minutes	\$35.00	0.00%	\$35.00	Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBS for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.</p>
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$35.00	0.00%	\$35.00	<p>Sprint Business Fusion Unlimited Talk and Text Smartphone Plan offers Customers a \$20 monthly discount for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated. This plan includes unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect® and Group Connect® are only available on select devices. Customer must purchase a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. Roaming is limited to 100MBs or a majority of KBs for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile HotSpot usage. Roaming is not available on the Sprint 4G Network at this time. Data usage will be pooled among Smartphones on the</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				1GB and 2GB Data Plans, and with data usage on devices in Pool Group Two described in Sprint's Government Wireless Services Agreement.
Unlimited Two-Way Radio	\$0.00	0.00%	\$0.00	Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	<p>Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
Voice Overage Rate	\$.25/ minute		\$.25/ minute	The \$.25/minute per user Anytime Minutes Overage applies to the following Service

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Charge per line for shared/pooled plans	\$0.00	0.00%	\$0.00	Charge per line for shared/pooled plans are based on the Pooled Anytime Minutes Plan/Shared Minute Plan each User selects. The available pooling plans include: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Flat Rate Business Plan, and Custom Voice Plans.
Paging thru phone	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans. Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.
Group Paging thru phone	\$7.00	0.00%	\$7.00	Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
PPT Unlimited	\$0.00	0.00%	\$0.00	<p>Unlimited Direct Connect® and Group Connect® are included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, Sprint Business Fusion Smartphone and Feature Phone Plans, and the Custom Voice Plans. Direct Connect® and Group Connect® are only available on select devices.</p>
Voice Mail	\$0.00	0.00%	\$0.00	<p>Voice Mail is included in the following Service Plans at no cost: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Smartphone, Sprint Flat Rate Business Plan, and the Custom Voice Plans.

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$59.99	25.00%	\$44.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$69.99	25.00%	\$54.99	Sprint Business Advantage Messaging and Data 200 Plan includes 200 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
300 pooled minutes with unlimited data, and unlimited text	\$37.99	0.00	\$37.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the parties
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$47.99	0.00	\$47.99	Sprint Series 65 300 Plan includes 300 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect® & Group Connect®, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming, Unlimited Data Access and Unlimited GPS Navigation. Pricing includes \$10 NET Mobile Hotspot add-on. Price plan is only applicable for select devices including Samsung Grand Prime, and other comparable devices to be agreed upon by the Parties

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data 450 Plan Includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$55.99	0.00%	\$55.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans. Pricing includes \$10 NET Mobile Hotspot add-on.

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
450 pooled minutes with unlimited data, unlimited text, PTT	\$45.99	0.00%	\$45.99	Sprint Custom Voice & Data for Fairfax County Public Schools 450 Plan includes 450 Anytime minutes, Unlimited N&W starting at 7pm, Unlimited Sprint Mobile to Mobile, Unlimited Direct Connect & Group connect, Pooled Anytime minutes, Nationwide LD, Caller ID & Voicemail, unlimited internet Browsing & email, Unlimited Messaging, Premium Data Requirement, Domestic Data roaming. Corporate-Liable Active Units on the Sprint Custom Voice & Data Fairfax County Public Schools will share Anytime Minutes with only the Sprint Custom Voice & Data for Fairfax County Public Schools Family of Plans.
Unlimited minutes with unlimited data, unlimited text	\$65.00	0.00%	\$65.00	The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.</p> <p>Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group</p> <p>Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.</p>
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$65.00	0.00%	\$65.00	<p>The Sprint Business Fusion Smartphone Unlimited Talk and Text Plan combined with the Unlimited Data Plan offers unlimited Domestic voice, text, Direct Connect®, and Group Connect®; provided that Roaming is limited to 800 minutes or a</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				<p>majority of minutes for voice Services. Direct Connect and Group Connect are available only on select devices. Customer must purchase the Unlimited Talk and Text Plan and a Smartphone Data Plan for any Smartphone activated on a Sprint Business Fusion Plan. The data allowance for the Smartphone Data Plans includes any Sprint Mobile Hotspot usage for Sprint Mobile Hotspot capable devices. Sprint Mobile Hotspot usage on the Unlimited Data Plan is limited to 3GBs of usage and does not pool. If Customer's Sprint Mobile Hotspot usage on the Unlimited Data Plan exceeds 3GBs, Customer will be liable for a \$0.015 per MB (\$15 per GB) overage charge.</p> <p>Roaming is limited to 100 MBs or a majority of kilobytes ("KBs") for all Smartphone Data Plans. This Roaming limitation includes Sprint Mobile Hotspot usage. Roaming is not available on the Sprint 4G Network at this time.</p> <p>Data usage will be pooled among Smartphones on the 1GB and 2GB Data Plans, and with data usage on devices in Pool Group</p> <p>Two described in Government Wireless Services Agreement, if such Smartphones and devices are under the same billing account number. Customer</p>

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Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				will receive a \$20 monthly discount off of the Unlimited Talk and Text Plan MRC for Unsubsidized Smartphones. Discounts are applied within 2 bill cycles and discounts are not prorated.
Unlimited Text Messaging	\$7.00	0.00%	\$7.00	<p>Unlimited Messaging is included in the following Service Plans at no cost: Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, Sprint Series 65 for Leasing and Easy Pay Only Smartphone, and Sprint Business Fusion Smartphone and Feature Phone Plans.</p> <p>Unlimited Messaging may be added to other voice plans as a Sprint Voice Plan Add-On option for \$7.00/month per user.</p>
Unlimited Tethering	\$10.00	0.00%	\$10.00	<p>Sprint Mobile Hotspot Add-On-Unlimited for Acceptable Use. Unlimited use available while on the Sprint network. Sprint will throttle to 64kb and reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Plan above if such Wireless Data Connection Device exceeds 5GB/month of data usage, 100MB/month of usage while Roaming or engages in the following prohibited</p>

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.
GPS (Directions)	\$0.00	0.00%	\$0.00	Free Navigation App available on most devices
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$5.50 5MB \$7.50 10MB \$9.00 25MB		\$5.50 5MB \$7.50 10MB \$9.00 25MB	Sprint Data Access Plans for Business for Third Party M2M Devices. Pricing assumes Data Access portion only. For GPS tracking, an additional charge will apply for the 3 rd party application which is provided in the attached GOVERNMENT WIRELESS SERVICES AGREEMENT
Voice Overage Rate (/minute)	\$0.25		\$0.25	The \$0.25/minute per user Anytime Minutes Overage applies to the following Service Plans: Sprint Business Advantage Talk Plans, Sprint Business Advantage Messaging Plans, Sprint Business Advantage Messaging and Data Plans, Sprint Custom Voice & Data for Fairfax County Public Schools Plan, Sprint Series 65, and the Custom Voice Plans.
Data Overage Rate	Plan Dependent	N/A	Plan Dependent	Data Overage Rate is plan dependent and applies to the following plans: Sprint Series 65 for Leasing and Easy Pay Only Sprint Data

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
				Access Overage - \$10/GB per User, Data Roaming Overage - \$0.25/MB per User; Sprint Business Fusion Smartphone 2GB and 1GB Pooled Data Plan Overage for Additional Data Services Usage Above Plan Limit - \$0.015/MB (\$15/GB) per User; Sprint Mobile Hotspot Add-On Overage Charge for Additional Data Roaming Usage Above Plan Limit - \$\$0.25/MB per User

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$30.00	25%	\$22.50	Pro Pack available for Smartphones. Voice plan required. \$10 Data premium charge will apply for certain plans.
iPhone 4MB Standalone	N/A	N/A	N/A	Plan not available
iPhone Unlimited Standalone	N/A	N/A	N/A	Plan not available
BlackBerry 4MB Standalone	N/A	N/A	N/A	Plan not available

*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges. The \$10 Data Premium Charge will apply for certain plans.

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
Current No-Cost Cell Phone Device:	Kyocera DuraXT	\$0.00	Wall Charger included
Current No-Cost Cell Phone Rugged Device:	Kyocera DuraXT	\$0.00	Wall Charger included

**ADDITIONAL NEGOTIATION FOLLOW UP TO
 RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
 WIRELESS DIGITAL VOICE & DATA SERVICES,
 ASSOCIATED SERVICES/EQUIPMENT**

Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	New line of service Apple iPhone 6 16GB Upgrade after 12 months	\$0.00 (new line of service with 24-month upgrade eligibility) \$349.99 (upgrade after 12 months)	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Replacement for existing line of service (non-warranty)	Apple iPhone 6 16GB	\$549.99	Head-phone and Wall Charger (doubles as a USB cable) included
Smartphone Upgrade to the most recent model release	Apple iPhone 6S 16GB	\$199.99 24 month upgrade eligible	Head-phone and Wall Charger (doubles as a USB cable) included
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung S4 and iPhone 5c.		Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
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(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
			<p>applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	The seed stock devices will be a device that is at least two generations back. An example of current two generations back devices are Samsung		Seed stock is available to FCPS and Fairfax County ("the County") only through the application of local market discretionary credits. During each year of the initial term and any subsequent renewal term(s) of the Contract ("Total Contract Term"), Sprint will provide FCPS and the County their own seed stock. Sprint will provide two (2) devices to be used as seed stock for every forty (40) devices FCPS and the County activates

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
	S4 and iPhone 5c.		<p>on a Billing Account Number ("BAN") with a Sprint Service Plan that has a Monthly Recurring Charge ("MRC") of \$45.99 or higher (not including applicable taxes, fees or surcharges). The total seed stock devices shall not exceed fifty (50) devices per year per BAN for FCPS and the County each. The seed stock devices will be a device that is at least two generations back from the majority of the then-activated devices on each respective BAN. FCPS and the County are individually responsible for managing their own seed stock required each year of the Total Contract Term. If, in any given year of the Total Contract Term, before the termination of the Contract, FCPS and/or the County does not activate the entire fifty (50) seed stock devices on each respective BAN, then the remaining number of seed stock devices not activated shall apply towards the not-to-exceed amount of fifty (50) seed stock devices for the following year.</p> <p>An example of current two generations back devices are Samsung S4 and iPhone 5c.</p>
Discount off manufacturer list price for additional items not listed above	2 year flat rate pricing will apply. (24 month upgrade eligibility)		
VALUE ADDED Ref.Par. 9 This will not be part of the overall evaluation			
Item	Comments		
Employee Discounts In-building Solutions Paragraph 9.1			

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
In Building Solutions Paragraph 9.2		<p>For the select offices that need wireless in-building coverage assistance, Sprint offers a variety of options. Our Airave ultra-small CDMA base station device increases cell reception over an area of about 5,000 square feet and hooks into the user's existing broadband connection, sending inbound and outbound calls over the Internet instead of over the Nationwide Sprint Network. Sprint hotspots offer Wi-Fi connectivity for up to five Wi-Fi enabled devices for flexible and convenient connections for multiple PCs or Wi-Fi devices for remote and in the field productivity.</p> <p>Sprint has access to partners like Televerge and Cisco who offer 3G/4G High Availability Network Adapters. These adapters provide broadband wireless high availability networking resulting in"</p> <ul style="list-style-type: none"> • Better cellular signal quality • Greater coverage, range and capacity • Business Class Reliability and Security • Assures Business Continues During Wireline Network Outages <p>For full in-building options Sprint's In-building Solutions group was built to deliver the most innovative, advanced and productive mobility solutions. IBS solutions extend the Sprint 3G and 4G Networks into buildings to deliver the power, productivity and efficiency of Sprint's voice and data communications wherever you need it.</p> <p>Sprint will work with the County to evaluate any coverage concerns and develop a range of solutions to improve coverage. Please note, a separate agreement is required.</p>	

*Price is not inclusive of applicable Taxes, Fees and/or Surcharges.

Mobile Device Management (MDM) or Mobile Enterprise Applications Platform (MEAP)

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments

**ADDITIONAL NEGOTIATION FOLLOW UP TO
RFP 2000001706 - TELECOMMUNICATIONS SERVICES:
WIRELESS DIGITAL VOICE & DATA SERVICES,
ASSOCIATED SERVICES/EQUIPMENT**

MDM Solutions (Ref. Special Provisions Paragraph 8.S.H & 8.11 H	\$12 Annual Fee		\$12 Annual Fee	Assumes Airwatch Suite K-12 Educational Institutions subscription pricing. One-time Integration and set up Fee of \$2,500 will apply. Customer's use of AirWatch Offers is subject to acceptance of the AirWatch Terms and Conditions ("AirWatch Terms") presented to Customer at the time the order is placed and the Software as a Service (SaaS) Terms of Service posted to the Rates and Conditions Website (http://www.sprint.com/ratesandconditions) The AirWatch Terms are subject to change without prior notice to Customer.
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*Standard Monthly Fee and Monthly Fee are not inclusive of applicable Taxes, Fees and/or Surcharges.

Accessories

Item	Percent Discount	Comments
Leather Holster	20%	CL Only
Wall Charger	20%	CL Only
Vehicle Charger	20%	CL Only
Battery	20%	CL Only
Tethering Cord	20%	CL Only
Discount for accessory items not listed above		20%

Overnight delivery \$0.00

Additional Service Plans

Sprint is offering additional services plans FCPS & FCG attached GOVERNMENT WIRELESS SERVICES AGREEMENT



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

NOTE: Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the address above on or before the date and time stipulated in the solicitation.

RFP 2000001706
Telecommunications Services: Wireless Digital Voice & Data
Services, Associated Services/Equipment

PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on September 14, 2015, from 9:00-11:00 AM, at the Fairfax County Public Schools 8115 Gatehouse Road, Conference Room 1600, Falls Church, Virginia 22042-1203. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

*While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at jrwise@fcps.edu prior to the pre-proposal conference or no later than September 9, 2015, at 5:00 P.M. Eastern Time.



Department of Financial Services

FAIRFAX COUNTY
PUBLIC SCHOOLS

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

ISSUE DATE: September 3, 2015	REQUEST FOR PROPOSAL NUMBER: RFP 2000001706	TITLE: Telecommunications Services: Wireless Digital Voice & Data Services, Associated Services/Equipment
DEPARTMENT: Department of Information Technology - Fairfax County Public Schools; and Department of Information Technology - Fairfax County Government	DUE DATE/TIME: October 6, 2015 at 2:00 P.M.	CONTRACT ADMINISTRATOR: Jim Wise 571-423-3593 or jwise@fcps.edu

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

Note: Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole
Proprietor)

Prompt Payment Discount: ___% for payment within ___ days/net
___ days

State Corporation Commission (SCC)
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the
conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.**

BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE: LARGE (Y) SMALL (B)

MINORITY-OWNED SMALL (X) MINORITY OWNED LARGE (V) WOMEN-OWNED SMALL (C)

WOMEN OWNED LARGE (A) NON PROFIT (9) PARTNERSHIP CORPORATION
CHECK ONE: INDIVIDUAL

State in which Incorporated: _____

Vendor Legally Authorized
Signature

Date

Print Name and Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



SPECIAL PROVISIONS

1. SCOPE OF SERVICES

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of wireless digital voice and data services and associated equipment by Fairfax County Public Schools and Fairfax County Government.
- 1.2. This RFP is a combined effort between Fairfax County Public Schools (FCPS) and Fairfax County Government (FCG), which may be referred to as "The County" when both are addressed. There are many shared requirements between the two entities. However, because of the nature of certain job related activities, unique requirements are also defined.
- 1.3. The following tentative schedule is provided to the Offerors as a means of planning. Offerors are advised that this schedule may change during the solicitation process.

Milestones	Target Date
RFP Issue Date	September 3, 2015
Pre-Proposal Conference	September 14, 2015
Questions from Offerors Due	September 9, 2015
RFP Closing Date	October 6, 2015

- 1.4. Offerors shall ensure that a representative who can bind the firm is available for both the finalist interviews and negotiations.

2. MINIMUM QUALIFICATIONS

Offerors meeting the following minimum qualifications should submit proposals: (Note: All of the minimum qualifications set forth below must be met in order for a proposal to be considered responsive and receive further consideration.)

- A. The Offeror must have at least five (5) years in the wireless digital voice and data service business providing the services and products offered herein to K-12 school districts and local governments.
- B. The Offeror shall have an existing web-based portal that allows FCPS and FCG to access and service the account (e.g., add, moves and changes of employee information and equipment as well as activation and deactivation of phone numbers).
- C. The Offeror must provide a minimum of three references from K-12 school districts and/or local governments, (at least one from each) preferably from a County and School district of equivalent size to FCPS.
- D. Contractor must be a service provider as defined by the E-rate Program (Ref. Special Provisions, Paragraph 3, E-rate).

3. E-RATE:

Offerors responding to this RFP are advised that FCPS and FCG participate in the Federal Universal Service Fund (E-rate) program governed by the Federal Communications Act of 1996 (Snowe-Rockefeller-Exon-Kerrey Amendment). This program provides FCPS and FCG the opportunity to receive discounts for certain products and services provided by vendors.

3.1. "E-rate" Funding Program

SPECIAL PROVISIONS

- A. Contractor shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries.
- B. Contractor shall be a service provider as defined by the E-rate Program.
- C. Contractor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with FCPS/FCG E-rate Program to ensure that FCPS/FCG receive all of the E-rate funding for which it has applied and to which it is entitled in connection with Contractor's services and/or products.
- D. Contractor shall submit with its proposal a Service Provider Identification Number ("SPIN").
- E. Contractor shall provide to FCPS/FCG staff and/or FCPS/ FCG's E-rate Consultant in a timely manner, within the posted E-rate deadlines, all of the information and documentation that the Contractor has or that the Contractor reasonably can acquire that FCPS/FCG may need to prepare E-rate applications and/or to document transactions eligible for E-rate support (www.s1.universalservice.org).
- F. At FCPS/FCG's discretion and consistent with E-rate Program regulations, Contractor either shall (a) apply the approved E-rate discount to all services and/or products approved for funding and invoice the Universal Service Administrative Company for the balance or (b) remit to FCPS/FCG the E-rate discounted amount pursuant to the Billed Entity Application Reimbursement Process or any other reimbursement process in effect.
- G. Contractor shall list, price, and invoice separately any services that are ineligible for E-rate funding.
- H. Contractor must not be currently on red light status by Universal Service Administration Company (USAC) and immediately notify FCPS/ FCG if placed on red light status.
- I. Contractor must not be currently debarred from E-rate participation by the Federal Trade Commission (FCC) and immediately notify FCPS/FCG if such debarment occurs.

4. PRE-PROPOSAL CONFERENCE

- 4.1. An optional pre-proposal conference will be held on September 14, 2015 at 9:00 A.M. Eastern Time in FCPS Gatehouse Administration Center I, Room 1600, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203. To request reasonable ADA accommodations, call the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven working days in advance of the event to make the necessary arrangements.
- 4.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP in writing to Jim Wise, jwise@fcps.edu, no later than September 9, 2015 at 5:00 P.M. Eastern Time.

5. CONTRACT PERIOD AND RENEWAL:

- 5.1. This contract will begin on date of award and terminate on June 30, 2021.
- 5.2. Automatic contract renewals are prohibited. This contract may be renewed at the expiration of its term by agreement of both parties. Contract renewals must be authorized by and coordinated through FCPS Office of Procurement Services. FCPS reserves the right to renew the contract for five (5) additional one-year periods.
- 5.3. Notice of intent to renew will be given to the Contractor in writing by the Office of Procurement Services, normally 60 days before the expiration date of the current contract. (This notice shall not be deemed to commit the County to a contract renewal.)
- 5.4. The obligation Fairfax County Public Schools (FCPS) and Fairfax County Government to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are

SPECIAL PROVISIONS

dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

6. BACKGROUND

Fairfax County Public Schools (FCPS)

- 6.1. FCPS is located in Fairfax County, and is the largest school division in Virginia and the 10th largest in the nation by enrollment. There are:
 - 139 elementary schools, 23 middle schools, 3 secondary schools (MS & HS combined), 22 high schools, 2 alternative high schools, 7 special education centers, 16 administrative sites.
 - More than 188,500 K-12 students.
 - More than 24,600 full-time staff; 93.2% are school-based positions.
 - For information about FCPS, visit the website at: <http://www.fcps.edu/>
- 6.2. The school system has approximately 600 active cellular telephones and 2,000 Smartphones devices.
- 6.3. FCPS averages approximately 650,000 minutes of cellular usage per month. There are approximately 1,600 school buses and 200 other vehicles equipped with a wireless GPS device.

Fairfax County Government (FCG)

- 6.4. Fairfax County Government is headquartered at 12000 Government Center Parkway, Fairfax, Virginia. Fairfax County encompasses approximately 400 square miles and is one of the most densely populated counties in Virginia with more than 1,000,000 citizens and a government workforce of over 12,000 workers located in more than 300 facilities. Fifty-five different agencies provide services to internal and external constituents. For more information about FCG, visit the website at <http://www.fairfaxcounty.gov/>.
- 6.5. The County has an aggressive strategy to promote use of wireless and mobile technology in many of its departments for telework, field operations, mobile job functions, and COOP (Continuity of Operations Plan), to include special requirements of law enforcement and public safety. This includes all types of wireless data devices for seamless integration with a variety of COTS (commercial off-the-shelf) vendor software applications, associated device client application, WEB and "cloud-based" capabilities. Today, the County has approximately 6,600 active cellular telephones and wireless data devices, with usage averaging approximately 800,000 voice minutes per month, and 2,500 wireless cards (expected to increase at least 50 percent over the next 3 years). The predominance of usage is in the County and the local calling area surrounding it (i.e., north to Baltimore MD, east to Annapolis MD, south to Richmond, VA, and west to Winchester, VA). Approximately 85 percent of the total monthly usage occurs during weekday "prime hours" (7 a.m. – 7 p.m.). With strategic initiatives that will expand worker mobility, we expect a minimum growth of 50 percent in use of wireless based capabilities over the next three (3) years.
- 6.6. The data wireless devices include data air cards including GOBE; Blackberries; iPhones; other Smartphones; iPads and other similar Windows based devices connected to the County's BlackBerry Enterprise Server (BES), which is connected to the County's Enterprise e-mail and messaging system, Microsoft Exchange.
- 6.7. Additionally, Fairfax County currently deploys NetMotion for 1700 Public Safety mobile fleet for onboard computer devices to allow a seamless transition to and from commercial wireless networks to the County's 802.11 hot spots without breaking the end users connectivity. NetMotion provides County applications a secure connection via a VPN tunnel and a virtual IP address to communicate with the mobile user for transporting information. The average monthly commercial wireless usage is more than 2000 GB.
- 6.8. Fairfax County Government, Office of Emergency Management, (OEM) and Public Safety (PS) are reliant upon wireless voice and data services to dispatch and restore order of impending situations in order to protect

SPECIAL PROVISIONS

the community. In the event of a catastrophic situation, wireless voice and data services may experience congestion, bandwidth limitations or loss. In the interest of national security and emergency preparedness users, identify restoration priorities for existing telecommunications service within Fairfax County which supports Fairfax County, Office of Emergency Management and Public Safety.

- 6.9. The County has existing contracts with Verizon Wireless, Sprint, and AT&T Mobility for both voice and data services. All current cellular voice numbers will be retained and if necessary, must be ported with minimal disruption to the users. Existing cellular equipment that must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature range.
- 6.10. To accommodate Fairfax County Government service and equipment internal invoicing requirements, billing for this contract must be separable into organizational billing units (sub-accounts) under a master account, with the total negotiated rate applied to all sub-accounts regardless of size or actual minutes or other metric use. Sub-accounts will have their own billing address and account management structure. This may include multiple sub-accounts within a billing unit. The master account must be able to "roll up" subordinate (billing unit) account usage and cost information for all County users.

7. TECHNICAL REQUIREMENTS

Fairfax County Public Schools

7.1. Voice and Data Coverage

FCPS currently utilizes non-roaming (no long distance charges) national coverage for all wireless voice and data services in the continental United States.

- A. Offeror shall provide detailed information on the voice and data services provided by each of its networks (e.g., LTE, GSM, CDMA, HSPA, voice over IP, etc.).
- B. Offeror shall describe ability to "turn off" data on devices.
- C. Offeror shall describe local, regional and national coverage. With this proposal, provide a map of Washington D.C. Metropolitan area, indicating local calling areas/coverage areas or partner coverage and cell towers (current and future); also include a map of the United States indicating coverage.
- D. Offeror shall provide international coverage, specify what coverage is provided and include optional costs. Offeror shall describe its blocking of international services for voice, data, and text messaging.
- E. Offeror must define geographical areas within the Washington D.C. Metropolitan area that have reception deficiencies and provide technical solutions and methodologies to eliminate or reduce service interruptions.
- F. Offeror shall provide coverage maps to show the extent that current wireless data geographical coverage is different from voice geographical coverage, including the technology used in each coverage area.
- G. Offeror shall identify areas in which it is not licensed to provide service and identify any associated costs to FCPS.

7.2. Wireless Network Strategy

- A. Offeror shall explain the technological advantages of its wireless network.
- B. Offeror shall describe how the wireless network technology data is enabled and describe Internet applications offered.
- C. Offeror shall provide statistical traffic utilization during peak times of the day in the Washington D.C. Metropolitan area.

SPECIAL PROVISIONS

7.3. Wireless Voice and Data Software and Security Requirements

- A. Offeror must provide technical documentation describing the security of wireless data sent over its networks and any enhancements available.
- B. Offeror must possess the capability to make a direct connection between their wireless data network(s) and FCPS Enterprise Network and detail the initial and on-going costs associated with such service.
- C. Offeror must provide a process map for supporting application development and deployment in their wireless environment, either internally or through third-party developers.
- D. Offeror must describe what operating systems and programming languages (current, legacy and future) their data devices support.
- E. Offeror must describe their protocol for security breach notifications and containment.

7.4. Wireless Voice and Data Service Features

Pricing for the features below shall be set forth in Appendix C, Pricing Summary Sheet. Offeror shall describe its service offering for the following features:

- Text messaging
- Hotspot
- MiFi
- Aircards
- Push to Talk capability
- GPS Navigation
- GPS Tracking

7.5. Web-based Portal/Web Catalog

FCPS currently has a centralized process to manage the activation, purchase, and billing of voice and data wireless devices.

- A. Offeror shall describe their ability to provide a web-based management portal to allow authorized FCPS representatives to activate, modify, or disconnect services, in real time. FCPS must be able to activate, modify, move/transfer, suspend or disconnect a phone number to or from SIM card and devices.
- B. Offeror must provide FCPS with a web-based management portal/web catalog for accessing equipment, service and billing information. This site must accommodate both master account level and billing unit level management of all services, including the production of standard and ad-hoc reports such as detailed call, texting and data records by phone number.
- C. Offeror shall submit solutions to manage a non-centralized procedure should FCPS require this in the future. FCPS currently has a centralized management system to manage the activation, purchase, and billing of voice and data wireless devices. At FCPS's option, the parties may mutually agree to a non-centralized site managed solution.
- D. Offeror shall describe percentage discount pricing on equipment and accessories available through the portal.
- E. Contractor's web portal must provide current information, to include pricing, on equipment and services available under this contract and have the capability to accept electronic orders from authorized individuals. FCPS will supply and maintain a limited roster of personnel authorized to make use of this service.
- F. FCPS reserves the right to limit the equipment available on the Portal/Web Catalog that may be ordered by authorized personnel.

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7.6. Voice and Data Coverage

FCG currently utilizes non-roaming (no long distance charges) national coverage for all wireless voice and data services in the continental United States.

- A. Offeror shall provide detailed information on the voice and data services provided by each of its networks (e.g., LTE, GSM, CDMA, HSPA, voice over IP, etc.).
Offeror shall describe ability to “turn off” data on devices.
- B. Describe your firm’s local, regional and national coverage. With this proposal, provide a map of the County, indicating local calling areas/coverage areas or partner coverage and cell towers (current and future); also include a map of the United States indicating coverage. The coverage maps for Fairfax County shall include color coded shaded areas that depict areas where coverage is predicted in outdoor areas only, within buildings with up to 20 dB of building penetration loss, and within buildings with up to 35 dB of penetration loss. These coverage maps will continuously be provided throughout the life of the contract following any updates to the Offeror’s system, and in no case less than semi-annually.
- C. Offeror must define geographical areas within the County that have reception deficiencies and provide their technical solutions and methodologies to eliminate or reduce service interruptions.
- D. Offeror must provide coverage maps to show the extent that current wireless data geographical coverage is different from voice geographical coverage.
- E. Offeror shall identify licensed territory. For those areas that your company is not licensed to provide service, how do you propose providing FCG service and what are the associated costs to FCG? Fairfax County will be notified within 30 days of any changes to the Successful Offeror(s) licensed territory.
- F. Explain at what point roaming or long distance charges are incurred and provide cost information.
- G. The most consistent coverage of the County is desired including dependability of receiving dial tone during peak times. Explain how your firm is/would addressing these concerns.
- H. The County requires a service priority option on the successful Offeror(s) network for public safety wireless devices.
- I. Offeror shall provide international coverage, specify what coverage is provided and include optional costs. Offeror shall describe its blocking of international services for voice, data, and text messaging.

7.7. Wireless Network Strategy

- A. Offeror shall explain the technological advantages of its wireless network.
- B. Offeror shall describe how the wireless network technology data is enabled and describe Internet applications offered.
- C. Offeror shall provide statistical traffic utilization during peak times of the day in the Washington D.C. Metropolitan area, including information about the percentage of calls that are blocked as a result of network congestion or saturation.
- D. Offeror shall describe its technology to enable Wireless Priority Services (WPS) and Government Emergency Telecommunications Services and/or future developments which supports national leadership; Federal, State, local, tribal and territorial governments; and other authorized national security and emergency preparedness (NS/EP) users. Pricing for WPS shall be set forth in Appendix C, Pricing Summary Sheet. If the WPS roadmap is considered proprietary to the vendor, then the County is willing to sign a Non-Disclosure Agreement (NDA), to permit an understanding of the vendor’s direction in this

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regard.

7.8. Wireless Voice and Data Software and Security Requirements

- A. Explain network-network roaming continuity and security for data protection in your firm's network.
- B. Provide technical documentation describing the security of wireless data sent over your firm's networks and any enhancements available.
- C. Describe your firm's available Internet applications.
- D. Please briefly explain how your firms' network is protected in the event of a disaster.
- E. During a significant event such as a natural disaster, select County representatives must have prioritized voice wireless service for critical decision-making, communications, and public safety. How can your firm provide this priority to select emergency officials over non-emergency calls by citizens? For example, during a hurricane evacuation? Please describe your solution, priority, and the process that will be followed.

7.9. Wireless Voice and Data Service Features

Offeror shall provide pricing for unlimited pooled voice minutes and unlimited data usage monthly plans. Additionally, Offeror shall describe its service offering for the following features in Appendix C Pricing Summary Sheet:

- Text messaging
- Hotspot
- MiFi
- Air Cards
- Push to Talk capability
- GPS Navigation
- GPS Tracking

7.10. Web-based Portal/Web Catalog

FCG currently has a centralized process to manage the activation and purchase, and a decentralized billing of voice and data wireless devices.

- A. Offeror shall describe their ability to provide a web-based management portal to allow authorized FCG representatives to activate, modify, or disconnect services, in real time. FCG must be able to activate, modify, move/transfer, suspend or disconnect a phone number to or from SIM card and devices.
- B. Offeror shall provide up to sixty FCG employees with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- C. Offeror's website must provide current information on equipment and services available under this contract and have the capability to accept electronic orders from County authorized individuals. The County will supply and maintain a roster of County personnel authorized to make use of this service.
- D. Offeror shall describe percentage discount pricing on equipment and accessories available through the portal.
- E. Master account level management capabilities must include the ability to aggregate all service and device information across all sub-accounts for reporting and analysis purposes.
- F. The County reserves the right to limit the equipment available on the Portal/Web Catalog that may be ordered by County authorized personnel.

7.11. Wireless Data Requirements

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- A. Offeror must propose wireless data (internet, email, paging and application specific) service scenarios that pool data usage across devices and that provide both low (3-5MB) and high (unlimited) monthly data plans for users outside a pooled plan.
- B. The County desires as part of this award the ability to expand the use of Smartphone, iPad, Tablets, Blackberry's, and other PDAs, as well as wireless air cards for remote connectivity to our network and Internet access. Please provide details of solution offerings, pricing structure of access and equipment, performance, and future advancements in technology with this area.
- C. Describe the capability to make a direct connection between your firms wireless data network(s) and the County Enterprise Network and detail the initial and on-going costs associated with such service.
- D. Provide a process map for supporting application development and deployment in your firms wireless environment, either internally or through third-party developers.
- E. Describe what operating systems and programming languages (current, legacy and future) your firms data devices support.
- F. Provide historical availability statistics which cover the past two service years – statistic provided should (ideally) include a client device to radio tower component and network component (RNC to network core).
- G. Provide a detailed service level document which highlights expected service availability, Service Provider (SP) trouble response windows, and recourse in the event service levels are not met; Service levels should include anticipated Internet availability rate, average expected bandwidth (inbound/outbound), and average latency in milliseconds.
- H. Provide a description of trouble/help desk support model; matrix/flowchart which details how trouble reports should be reported by customer and escalated by Service Provider (SP).
- I. Provide network design schematics which highlight the data path between end client devices and the IP network core, including an illustration of network failover; schematics to include tower/radio locations (and physical/electrical design & hardening); RNC boundaries, and upstream network component locations and interconnectivity; all network components which are required for end client Internet connectivity.
- J. Provide a description of redundancy mechanisms at each layer of the wireless network to include all network infrastructure components, including (but not limited to) tower (RF) coverage maps, RNC failover, SGSN failover, GGSN failover, DNS and/or device provisioning mechanism, ATM switched infrastructure, IP routing/switching components; and where applicable, include IP routing protocols or methods.
- K. Describe your firms methods of network management, reporting, and failure alerting and proactive end-to-end (sample client device/probe to Internet) failure detection mechanisms.
- L. Provide list of SP pre-approved client end devices; implicit assumptions for client end-devices to include top percentile availability rates, full NDIS support (Ethernet device-like, pre-Windows login network connection) without a visible software manager display, 4G capable or better; where related to data modem electronics, the availability of internal hardware is desirable.
- M. Describe upgrade options and/or pathways to 5G or newer networks; if applicable, network design schematics and redundancy topologies as previously described.
- N. Provide a full description of Quality of Service (QoS) mechanisms and/or options; to include traditional QoS considerations (traffic prioritization, minimized jitter/delay, etc.) as well as private networking options, design, and security.
- O. Describe if there is load balancing between data and voice traffic, what are the methods and metrics utilized to perform traffic load balancing.

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P. Describe the procedures for providing additional voice and data availability in the event of a declared emergency; what are the resources that are immediately available to meet emergency demands for additional coverage and capacity; quantities of each resource type and estimated deployment timeline from approval to operation.

7.12. Technical Services

- A. Provide a description of your firms' commercial wireless services and the technology used; what percentage of your covered territory uses these technologies?
- B. Describe your firms' method for handling calls when a caller is moving from an analog to digital network.
- C. What services or products does your firm offer to promote driving safety while using a cellular phone?
- D. Does your firm offer discounts on equipment to assist Fairfax County Government in the management of equipment implementation costs? Please detail.
- E. Does your firm's network/product support a Push-to-Talk feature? If so, please explain the benefits and limitations of this technology, including coverage, privacy, clarity, and equipment cost.
- F. Does your firm provide a priority service option? Please describe and any differential in pricing.

8. FUNCTIONAL REQUIREMENT

Fairfax County Public Schools

Offerors shall describe their ability to meet the minimum functionality described below:

8.1. Service Conversion

- A. Offeror shall describe the step-by-step process that must be followed to effect number portability. FCPS will provide list by number and carrier for each existing wireless telephone number that needs to remain the same. FCPS will provide a list of current telephone numbers for purposes of conversion.
- B. Offeror shall describe a project plan, with procedures to be followed, for a service conversion once the contract is awarded. This plan must include how numbers will be ported when required from one vendor to another. This plan must be prepared by the Offeror and approved by FCPS.
- C. Conversion shall be complete within 60 days of service initiation.
- D. At FCPS' option, and at the FCPS' request, Offerors' may be asked to immediately provide FCPS five (5) activated devices/phones each, for a two-week test of devices/phones during the RFP evaluation process (prior to contract award). In addition, through the term of the awarded contract(s), and at the option of the County, when new devices are marketed, the Successful Offeror(s) shall provide FCPS five (5) activated devices/phones each for a two-week test period. These groups of devices will represent the Successful Offerors' current product offerings at the time they are requested by the County and cover the services desired in all service tiers. Activation, deactivation, and all delivery charges are to be the responsibility of the vendor and shall not be paid for by FCPS. The devices/phone features will include, at minimum the following:
 - 1. Text messaging – The ability to receive text messages directly to the digital display. The device must support the ability to send text messages via a web browser or SMA to other digital phones. If the device is turned off, the service should attempt to deliver the message for up to 5 days.

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2. Voicemail – voicemail capability when a device is powered off, out of range or on another call. Voicemail service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.

8.2. **Customer Service**

- A. The Successful Offerors are required to provide an escalation list (management chain) to FCPS within five (5) business days of contract award. During the life of the contract should this list change, the Successful Offeror(s) are required to provide FCPS an updated escalation list within five (5) business days of such change.
- B. The County requires assignment of a dedicated account representative responsible for the contract. Dependent on the Successful Offeror's business structure this may result in one representative for state/local government and one for K-12. Each Offeror will provide information as to how the account representative structure will be assigned to support each of the above elements.
- C. Offeror shall describe firm's process and ability to keep customers abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
- D. Offeror shall describe any new products or enhancements that are foreseen within the next twelve months.
- E. Offeror shall provide service to monitor and safeguard wireless lines against fraudulent usage. In the event fraudulent usage occurs, Offeror shall notify FCPS promptly and take immediate action to discontinue fraudulent usage. Client will not be responsible for charges due to the fraudulent usage.

8.3. **Training**

Offeror shall describe its technical device training programs both for in-house technical staff and end users. If other training is available, provide details on that as well.

8.4. **Device Warranty (Replacements)**

- A. Offeror shall provide a description of firm's process and experience with providing device service and repairs for warranty and non-warranty support, including time frames.
- B. Offeror shall provide a description of how your firm would handle a widespread device defect (20 or more devices with the same defect), such as defective batteries.
- C. Offeror shall describe its warranties or insurance for each device, including any associated costs, if any.
- D. Offeror shall describe its processes for the replacement or exchange of a lost, stolen, broken or DOA (dead on arrival) device to include the response time upon receipt of notification and any associated cost. FCPS expects all devices to be shipped with SIM cards included.
- E. Offeror shall provide replacement costs for a non-warranty device as set forth in Appendix C, Pricing Summary Sheet.

8.5. **Voice and Data Wireless Device Management**

- A. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCPS. Contractor will provide FCPS unassigned SIM chips at no charge as requested.
- B. FCPS expects all devices that use a Subscriber Identity Module (SIM) be shipped with cards included at no charge.

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- C. Offeror shall describe process for moving data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- D. Maintenance: Offeror shall provide a description of its process and experience in providing device maintenance (e.g., software upgrades or service packs), including time frames.
- E. Logistical Support: Offeror shall describe its process and experience in handling roll-out of large quantities (over 50 devices) at one or more locations, including delivery time and scheduling procedures, mass storage, order tracking, delivery of devices including complete components (e.g., accessories and software), and DOA/damaged/missing equipment.
- F. Asset Management: Offeror shall describe company's asset management and device tracking capabilities. Describe company's ability to provide this service and FCPS' ability to access this information directly.
- G. Service restoration: Describe your firm's SLA for restoration of service outages.

Offeror shall describe their ability to provide a Mobile Device Management solution (MDM) and/or Mobile Enterprise Applications Platform (MEAP) solution.

8.6. Pricing Plans

Offeror shall submit proposed voice and data service plans, associated equipment, technical specifications and pricing to FCPS (Ref: Appendix C, Pricing Summary Sheet, and Special Provisions, Paragraph 13, Cost Proposal Instructions).

- A. Offeror's service shall include a pooled voice/unlimited data and text monthly plan rate and an unlimited voice/data/text monthly plan rate for Smartphones as well as a pooled voice/unlimited text monthly plan rate and an unlimited voice/ text monthly plan rate for voice only devices.
- B. Offeror shall provide pricing for add-on, limited use international services to include voice, data and text, as well as features listed in Special Provisions Paragraph 7.4.
- C. Offeror shall identify, at least one no cost Smartphone device and two voice only devices, one standard and one rugged.
- D. Offeror should provide details of solution offerings, pricing of access and equipment, speed and future advancements in technology with expanded use of Smartphones, tablets, hotspots, modems and wireless air cards for remote connectivity to FCPS network and to provide Internet access.
- E. Product Incentives/Credits: Describe your firm's product credit, and/or volume discount if any.

Fairfax County Government (FCG)

Offerors shall describe their ability to meet the minimum functionality described below:

8.7. Service Conversion

- A. Offeror shall describe the step-by-step process that must be followed to effect number portability. FCG will provide lists by number and carrier for each existing wireless telephone number that needs to remain the same. FCG will provide a list of current telephone numbers for purposes of conversion.
- B. Offeror shall describe a project plan, with procedures to be followed, for a service conversion once the contract is awarded. This plan must include how numbers will be ported when required from one vendor to another. This plan must be prepared by the Offeror and approved by FCG.
- C. Conversion shall be complete within 60 days of service initiation.

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D. At the County's option, and at the County's request, Offerors' may be asked to immediately provide FCG five (5) activated devices/phones each, for a two-week test of devices/phones during the RFP evaluation process (prior to contract award). In addition, through the term of the awarded contract(s), and at the option of the County, when new devices/phones are marketed, the Successful Offeror(s) shall provide FCG five (5) activated devices/phones each for a two-week test period. These groups of devices/phones will represent the Successful Offeror(s) current product offerings at the time they are requested by the County and cover the services desired in all service tiers. Activation, deactivation, and all delivery charges are to be the responsibility of the vendor and shall not be paid for by FCG. The devices/phone features will include, at minimum the following:

1. Text messaging – The ability to receive text messages directly to the digital display. The device must support the ability to send text messages via a web browser or SMA to other digital phones. If the device is turned off, the service should attempt to deliver the message for up to 5 days.
2. Numeric paging – The ability to receive numeric pages directly to the display. If the device is turned off, the system should attempt to deliver the message for up to 5 days.
3. Voicemail – voicemail capability when a device is powered off, out of range or on another call. Voicemail service must allow for the creation of personalized greetings and store messages for a minimum of 21 days.

8.8. Customer Service

- A. The Successful Offeror(s) are required to provide an escalation list (management chain) to FCG within five (5) business days of contract award. During the life of the contract should this list change, the Successful Offeror(s) are required to provide FCG an updated escalation list within five (5) business days of such change.
- B. The County requires assignment of a dedicated account representative responsible for the contract. Dependent on the Successful Offeror's business structure this may result in one representative for state/local government and one for K-12. Each Offeror will provide information as to how the account representative structure will be assigned to support each of the above elements.
- C. Offeror shall describe firm's process and ability to keep customers abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
- D. Offeror shall describe any new products or enhancements that are foreseen within the next twelve months.
- E. Offeror shall provide service to monitor and safeguard wireless lines against fraudulent usage. In the event fraudulent usage occurs, Offeror shall notify FCG promptly and take immediate action to discontinue fraudulent usage. Client will not be responsible for charges due to the fraudulent usage.

8.9. Training

- A. Describe your firm's technical training programs for devices, both for in-house technical staff and end users. If other training is available, provide details on that as well.

8.10. Device Warranty (Replacements)

- A. Offeror shall provide a description of firm's process and experience with providing device service and repairs for warranty and non-warranty support, including time frames.
- B. Offeror shall provide a description of how your firm would handle a widespread device defect (20 or more devices with the same defect), such as defective batteries.
- C. Offeror shall describe its warranties or insurance for each device, including any associated costs, if any.

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- D. Offeror shall describe its processes for the replacement or exchange of a lost, stolen, broken or DOA (dead on arrival) device to include the response time upon receipt of notification and any associated cost. FCG expects all devices to be shipped with SIM cards included.
- E. Offeror shall provide replacement costs for a non-warranty device as set forth in Appendix C, Pricing Summary Sheet.
- F. Contractor shall provide for upgrade of a Product when the Product has been in service for one (1) year at the contract price to the County and shall provide for the upgrade of a Product when the Product has been in service for two (2) years, at no cost to the County. The replacement or upgrade will be at the County's discretion.

8.11. Voice and Data Wireless Device Management

- A. Offeror will provide FCG shelf stock inventory, equal to at least one (1) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated.
- B. FCG expects all devices that use a Subscriber Identity Module (SIM) be shipped with cards included at no charge.
- C. Offeror shall describe process for moving data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- D. Maintenance: Offeror shall provide a description of its process and experience in providing device maintenance (e.g., software upgrades or service packs), including time frames.
- E. Logistical Support: Offeror shall describe its process and experience in handling roll-out of large quantities (over 50 devices) at one or more locations., including delivery time and scheduling procedures, mass storage, order tracking, delivery of devices including complete components (e.g., accessories and software), and DOA/damaged/missing equipment).
- F. Asset Management: Offeror shall describe company's asset management and device tracking capabilities. Describe company's ability to provide this service and FCG ability to access this information directly.
- G. Service restoration: Describe your firms SLA for restoration of service outages.
- H. Offeror shall describe their ability to provide a Mobile Device Management solution (MDM) and/or Mobile Enterprise Applications Platform (MEAP) solution.

8.12. Pricing Plans

Qualified Offerors are encouraged to submit a proposal for providing the County with the most cost effective, fluid, and technologically advanced wireless service and equipment for both voice and data. Voice and data devices must be converged and support RIM Blackberry email service. Under this solicitation, the County desires a pricing plan that is based on the total volume experience as described (1.3 million minutes of usage (MOU) (FCG and FCPS)) with the ability to establish sub-accounts by agencies for direct billing.

- A. Offeror's services shall include unlimited/pooled voice minutes and unlimited data usage monthly plans.

9. VALUED-ADDED SERVICES (this will not be part of the overall evaluation)

Fairfax County Public Schools & Fairfax County Government:

9.1. Employee / Student Purchase Program

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Describe your firm's process and experience with purchase and support for equipment bought under an employee or student purchase program where such purchases are directly between the Vendor and purchaser.

9.2. In-Building Coverage

Offeror shall provide information for in-building coverage solution for facilities less than 50,000 square feet and /or new construction and renovations.

10. TASKS TO BE PERFORMED

Fairfax County Public Schools (FCPS)

Contractor will be responsible for completing the tasks outlined below from contract award through contract completion for both the technical and functional requirements.

10.1. Service Conversion (Reference Paragraph 8.1 Functional Requirements)

- A. Within 60 days of contract award Contractor agrees to port all current wireless telephone numbers with minimal disruption to the users.
- B. FCPS will not pay activation/termination or programming fees for new subscribers/activations, conversion of existing units to Contractor, or for the transfer of an existing number between devices. FCPS does not guarantee any minimum term for existing or new individual subscriber service activations.
- C. FCPS will retain existing wireless telephone numbers and (where possible) existing wireless devices.
- D. The Contractor must assign a Project Manager to schedule account conversions. A project plan, with procedures to be followed, for the conversion must be prepared by the Contractor and approved by FCPS. This plan must include how numbers will be ported when required from one vendor to another. The Project Manager shall provide a designated FCPS representative weekly updates on the conversion progress.
- E. FCPS staff members must have a phone capable of making an outgoing call and reaching 911 at all times during the conversion process.
- F. Existing wireless devices which must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature set.

10.2. Billing

- A. FCPS must have one master account with Contractor. At FCPS' option, the parties may mutually agree to a non-centralized billing system should FCPS billing process change in the future.
- B. Contractor will set billing invoice period as requested by FCPS.
- C. Contractor's service must include pooled voice minutes and unlimited data usage monthly plans; unlimited voice/unlimited data/unlimited text plans; special add-on features such as international and those described in Paragraph 7.4.
- D. FCPS will not pay any early termination fees.
- E. Contractor must provide FCPS with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- F. Contractor must provide monthly billing and usage data through its web portal or via CD-ROM. Data shall be in an electronic format which can be imported into a third-party cellular device tracking tool.
- G. Contractor must designate one billing point of contact for FCPS.

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- H. Contractor must notify main FCPS POC of any FCPS office attempting to establish a new account. All new accounts must fall under FCPS main account.
- I. Contractor must review monthly billing and notify FCPS POC of any anomalies in usage, i.e., high data-usage of a non-data device, billing glitches, features disappearing from account profile, etc.
- J. Contractor must provide immediate notifications to FCPS POC of high data usage, roaming, or international usage not on a designated plan.
- K. Contractor will notify its account team (account manager, sales representative, sales manager, service manager) when issues are identified in order to support FCPS personnel.
- L. Equipment, devices, and services may only be updated or added to account by authorized FCPS personnel.
- M. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by FCPS. FCPS will not pay late charges on disputed invoices.
- N. FCPS will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCPS must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

10.3. Contractor Support to All Services and Devices

- A. Contractor must provide FCPS a designated point of contact for billing, service, and technical issues. Contractor will also provide escalation and SLA process including contact names for billing, service and technical issues.
- B. The Contractor's staff must be available to FCPS staff between 7:30 A.M. and 5:00 P.M. Eastern Time, Monday through Friday.
- C. Contractor and FCPS must meet monthly or as mutually agreed upon.
- D. Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The Contractor shall submit quality control reports to the wireless Program Manager identified in the final contract not later than June 1 of each contract year.
- E. An identified toll free support number, manned 24 hours a day, must be available to be used by FCPS. This number will be used by FCPS staff for notification of service problems involving single and multiple units.
- F. Contractor must provide the designated FCPS point of contact with the status on reported problems within two hours.
- G. Contractor will support FCPS in identifying billing issues that fall out of the normal range of usage. Contractor, wherever possible, will have safeguards in place to protect the account from unauthorized usage or ordering.
- H. Contractor will provide blocking of international services to include roaming for voice, data, and text messaging.
- I. Offeror will provide service to monitor and safeguard lines against fraudulent usage. In the event fraudulent usage occurs, offeror will notify FCPS promptly and take immediate action to disconnect the line. FCPS will not be liable for any associated charges or fees.
- J. When requested, Contractor will provide usage reporting for any product on the account to FCPS in a timely manner not to exceed two business days.

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- K. FCPS employees or other individuals are not permitted to use the Contractors' local service centers for repair or service of FCPS owned wireless devices. FCPS will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCPS representative.
- L. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the local calling area shall be reported to the FCPS designee within thirty (30) minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the FCPS designee at least three (3) business days prior to the scheduled occurrence.

10.4. **Inventory**

- A. Contractor will provide FCPS shelf stock inventory, equal to at least one (1%) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated. FCPS expects all devices to be shipped with Subscriber Identity Module (SIM) cards included. Pricing for on-site inventory shall be set forth in Appendix **C**, Pricing Summary Sheet. Contractor shall provide for upgrade of a device when the device has been in service for one (1) year. Upgrade will be the current contracted no-cost device
- B. Describe your firms' ability to take-back prior equipment issued by your firm or credit against newer replacements. If this capability exists, then FCPS will require capability to "wipe" all information from returned devices, or the Successful Offerors will certify in writing that all FCPS data has been removed ("wiped") from these devices. (Reference Special Provisions, Paragraph 42. County "GREEN POLICIES")

10.5. **Voice and Data Wireless Device Management** (Reference Paragraph 8.5 Functional Requirements)

- A. Device Upgrade. At FCPS' request, Contractor shall provide a no cost upgrade or replacement of same model or newer when the device has been in service for a minimum of one (1) year.
- B. FCPS' employees or other individuals are not permitted to use Contractor service centers for repair or service of FCPS wireless devices. FCPS will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCPS' representative. Contractor shall have protocols in place to only allow authorized personnel access to account.
- C. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCPS. Contractor will provide FCPS unassigned SIM chips at no charge as requested.
- D. Delivery: FCPS expects overnight delivery of all equipment after receipt of order. Delivery shall be made at no cost to FCPS.
- E. Contractor(s) must provide the customer the ability to move data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- F. Unlocking Products: Upon request at the expiration of the Contract or termination of a specific order, Contractor shall "unlock" products by removing or deactivating Contractor-specific access or identification codes that would prevent the use of the product on other wireless networks to the extent possible by the Contractor.
- G. Activating Third Party Devices: Contractor will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Contractor.
- H. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the Local Calling Area shall be reported to the Department of Information Technology, Telecommunications Manager and/or designee within 30 minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc.,

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shall be provided to the Voice Communications Section Manager and/or designee at least three (3) business days prior to the scheduled occurrence.

- I. The Successful Contractor is required to provide to the County quarterly performance metrics on their firms' network performance representing overall reliability and experience on dropped calls.

Fairfax County Government (FCG)

Contractor will be responsible for completing the tasks outlined below from contract award through contract completion for both the technical and functional requirements.

10.6. Service Conversion (Reference Paragraph 8.7, Functional Requirements)

- A. Within 60 days of contract award Contractor agrees to port all current wireless telephone numbers with minimal disruption to the users.
- B. FCG will not pay activation/termination or programming fees for new subscribers/activations, conversion of existing units to Contractor, or for the transfer of an existing number between devices. FCG does not guarantee any minimum term for existing or new individual subscriber service activations.
- C. The County will retain existing wireless telephone numbers and (where possible) existing hardware.
- D. The Contractor must assign a Project Manager to schedule account conversions. A project plan, with procedures to be followed, for the conversion must be prepared by the Offeror(s) and approved by FCG. This plan must include how numbers will be ported when required from one vendor to another. The Project Manager shall provide a designated FCG representative weekly updates on the conversion progress.
- E. County staff members must have a phone capable of making an outgoing call and reaching 911 at all times during the conversion process.
- F. Existing wireless devices which must be replaced during the conversion process will be exchanged for equipment of equal or superior functionality and feature set.
- G. Fairfax may attach the Successful Offeror(s) gateways to our PBX (AVAYA) which will save in-building airtime minutes. Long term the County desires this service integration to extend through the County's private voice network to County facilities served by this network.

10.7. Billing

- A. FCG must have one master account and summary accounts for each agency. Summary accounts will be invoiced to each agency directly. Sub-accounts will have their own billing address and account management structure. This may include multiple sub-accounts within a billing unit.
- B. Contractor's service must include unlimited voice/unlimited data/unlimited text plans; special add-on features such as international and those described in paragraph 7.9.
- C. FCG will not pay any early termination fees.
- D. Contractor must provide FCG with a web-based portal for accessing billing and usage information. This site must allow the production of standard and ad-hoc monthly billing reports such as detailed call, texting and data records by phone number.
- E. Contractor must provide monthly billing and usage data through its web portal or via CD-ROM. Data shall be in an electronic format which can be imported into a third-party cellular device tracking tool.
- F. Contractor must designate one billing point of contact for FCG

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- G. Equipment, devices, and services may only be updated or added to account by authorized FCG personnel.
- H. The parties agree to work in good faith to resolve disputed amounts on invoices within sixty (60) days of notification by FCG. FCG will not pay late charges on disputed invoices.
- I. FCG will not be liable for charges which are not invoiced within twelve (12) months of the date the service was provided. FCG must bring claims or disputes for any charge or invoice within twelve (12) months of the date of the invoice.

10.8. Contractor Support to All Services and Devices

- A. Contractor must provide FCG a designated point of contact for billing, service, and technical issues. Contractor will also provide escalation and SLA process including contact names for billing, service and technical issues.
- B. Contractor's staff must be available to FCG staff between 7:30 A.M. and 5:00 P.M. Eastern Time, Monday through Friday.
- C. Contractor and FCG must meet monthly or as mutually agreed upon.
- D. Contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The Contractor shall submit quality control reports to the wireless Program Manager identified in the final contract not later than June 1 of each contract year.
- E. An identified toll free support number, manned 24 hours a day, must be available to be used by FCG. This number will be used by FCG staff for notification of service problems involving single and multiple units.
- F. Contractor must provide the designated FCG point of contact with the status on reported problems within two hours.
- G. When requested, Contractor will provide usage reporting for any product on the account to FCG in a timely manner not to exceed two business days.
- H. FCG employees or other individuals are not permitted to use the Contractors' local service centers for repair or service of FCG owned wireless devices. FCG will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCG representative.
- I. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the local calling area shall be reported to the FCG designee within thirty (30) minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the FCG designee at least three (3) business day prior to the scheduled occurrence.

10.9. Inventory

- C. Contractor will provide FCG shelf stock inventory, equal to at least one (1) percent of active devices, to be used for replacements (e.g., upgrade or exchange of a lost, stolen, broken or DOA device) with no phone number and no monthly service fee applied until the device is activated. FCG expects all devices to be shipped with Subscriber Identity Module (SIM) cards included. Pricing for on-site inventory shall be set forth in Appendix C Pricing Summary Sheet.
- D. Describe your firms' ability to take-back prior equipment issued by your firm or credit against newer replacements. If this capability exists, then County will require capability to "wipe" all information from returned devices, or the Successful Offeror(s) will certify in writing, and for data devices, confirmation that all FCG data has been removed ("wiped") from these devices. (Reference Special Provisions, Paragraph 42. County "GREEN POLICIES")

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10.10. Voice and Data Wireless Device Management (Reference Paragraph 8.11 Functional Requirements)

- A. Device Upgrade. At FCG's request, Contractor shall provide a no cost upgrade or replacement of same model or newer when the device has been in service for a minimum of one (1) year.
- B. FCG employees or other individuals are not permitted to use Contractor service centers for repair or service of FCG wireless devices. FCG will not be responsible for any charges or fees incurred. All repairs and replacements must go through the authorized FCG representative. Contractor shall have protocols in place to only allow authorized personnel access to account.
- C. Shelf stock must be maintained at an inventory of 1% or higher per device type and shall be provided at no cost to FCG. Contractor will provide FCG unassigned SIM chips at no charge as requested.
- D. Delivery: FCG expects overnight delivery of all equipment after receipt of order. Delivery shall be made at no cost to FCG.
- E. Contractor must provide the customer the ability to move data (contact names) from the vendor's network to a wireless device and/or from one wireless device to another wireless device. This must be done at no cost to the customer.
- F. Unlocking Products: Upon request at the expiration of the Contract or termination of a specific order, Contractor shall "unlock" products by removing or deactivating Contractor-specific access or identification codes that would prevent the use of the product on other wireless networks to the extent possible by the Contractor.
- G. Activating Third Party Devices: Contractor will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Contractor.
- H. Network problems that disrupt the ability to make or receive calls or to transmit data in any portion of the Local Calling Area shall be reported to the Department of Information Technology, Telecommunications Manager and/or designee within 30 minutes of the occurrence. Advance notice of planned outages or major service disruptions due to preventive maintenance, network upgrades, etc., shall be provided to the Voice Communications Section Manager and/or designee at least three (3) business days prior to the scheduled occurrence.
- I. The Successful Contractors are required to provide to the County quarterly performance metrics on their firms' network performance representing overall reliability and experience on dropped calls.

11. TECHNICAL PROPOSAL INSTRUCTIONS

The Offeror must submit the Technical Proposal in a separate binder from the Cost Proposal. The Technical Proposal must contain, as indicated, a narrative addressed separately to the appropriate Tab numbers below for each of the tasks and attachments described in this RFP. This information will be considered the minimum content of the proposal.

Proposal contents must be arranged in the same order and identified with appropriate Tab numbers listed below:

TAB 1 Cover letter: Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; brief history of organization; appropriate Federal, State, and County registration numbers. The County encourages the use of recycled products, therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

TAB 2 E-rate: Offeror's Spin Number

TAB 3 Technical Requirements: Statement and discussion of the requirements
A. Fairfax County Public Schools

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- B. Fairfax County Government

TAB 4 Functional Requirements: Statement and discussion of the requirements

- A. Fairfax County Public Schools
- B. Fairfax County Government

TAB 5 Value-Added Services (Reference Paragraph 9)

TAB 6 Tasks to be Performed: Statement and discussion of the requirements as analyzed by the Offeror which indicate understanding of the requirements and clearly state the approach for tasks to be performed once the contract is awarded.

- A. Fairfax County Public Schools
- B. Fairfax County Government

TAB 7 Licenses/Service Agreements: Offeror must provide all services and licensing agreements that would apply to the application and services proposed.

TAB 8 The statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- A. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- B. Years of Experience: Offerors must have a minimum five (5) years successful, continuous experience. (Reference Paragraph 2, Minimum Qualifications)
- C. References: Special notation must be made of similar or related programs performed and must include organization names, addresses, names of contact persons, and telephone numbers or email addresses for such reference. (Ref: Special Provisions, Paragraph 2.C, Minimum Qualifications)
- D. E-rate: Contractor must be a service provider as defined by the E-rate Program (Ref., Special Provisions, Paragraph 3, E-rate).
- E. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
- F. Staffing plan: A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to the contracting organization, and amount of time to be devoted to the project. This includes Consultants as well as regular employees of the Offeror, if relevant.
- G. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period.
- H. Personnel: The personnel named in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.

TAB 9 Treatment of the Issues

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In this section, the Offeror may comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented in the "Tasks to be Performed" section, and may propose alternative approaches.

12. CONSULTATION SERVICES

12.1. The contractor's staff must be available for consultation with FCPS and FCG staff on an as-needed basis between 7:30 A.M. and 5:00 P.M., Eastern Time, Monday through Friday. An identified toll free support number manned 24 hours a day must be available to be used by FCPS and FCG. This number will be used by FCPS and FCG staff for notification of service problems involving single and multiple units.

13. COST PROPOSAL INSTRUCTIONS

13.1. The Offeror must submit a cost proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee (see Price Summary Sheet – Appendix C). The following information shall be submitted as part of the cost proposal:

The cost of each task or segment of the task shall be itemized.

- A. Offerors must provide a price breakdown for each service separately as well as totals for all services provided together if prices differ.
- B. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rates and supporting schedule.
- C. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose. Travel and per diem will be considered at the then applicable GSA rates.
- D. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

Caution: Failure to break down cost elements in accordance with Appendix C may render the cost proposal non-responsive.

14. PRICING

14.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.

14.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Any change in pricing will take place only after written approval from the County Purchasing Agent.

14.3. Price decreases shall be made in accordance with Paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)

15. TRADE SECRETS/PROPRIETARY INFORMATION

15.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials (Reference Appendix B).

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15.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

16. CONTACT FOR CONTRACTUAL MATTERS

16.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Jim Wise, Contract Administrator
 Fairfax County Public Schools
 Office of Procurement Services
 8115 Gatehouse Road, Suite 4400
 Falls Church, Virginia 22042-1203
 Telephone: 571-423-3593
 Email: jwise@fcps.edu

16.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see Special Provisions Paragraph 22.3).

17. REQUIRED SUBMITTALS

17.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

18. SUBMISSION OF PROPOSAL

18.1. One (1) original (duly marked) and six (6) copies of the Technical proposal, and one (1) original (duly marked) and six (6) copies of the Cost proposal to include Pricing Summary Sheet (Appendix C) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside. It is required that ten (10) copies of the proposal be provided in searchable PDF format on a USB drive (**separate** USB drives for the Technical and Cost Proposals). The Offeror must include a notarized statement that each CD/USB drive is a true copy of the printed version. Electronically stamped delivery receipts are available. Additionally, one (1) redacted FOIA electronic copy which has been properly labeled FOIA Copy (Reference Special Provisions Paragraph 19).

Department of Financial Services
 Office of Procurement Services
 8115 Gatehouse Road
 Suite 4400
 Falls Church, VA 22042-1203
 Telephone: 571-423-3550

18.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda MUST be signed and submitted to the Office of Procurement Services, 8115 Gatehouse road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage www.fairfaxcounty.gov/dpsm/solic/htm. It is the Offeror's responsibility to monitor the web pages for the most current addenda.

18.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.

18.4. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation

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aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.

18.5. Each original and set of the six (6) copies plus ten (10) electronic copies and one (1) redacted FOIA electronic copy of the proposal shall consist of:

- A. Cover sheet (DPSM32)
- B. Technical proposal as required in the Special Provisions, Paragraph 11, **TECHNICAL PROPOSAL INSTRUCTIONS**.
- C. Cost proposal as required in the Special Provisions, Paragraph 13, **COST PROPOSAL INSTRUCTIONS**. (Appendix C (Pricing Summary Sheet) should be included in the Cost proposal).

18.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

19. VIRGINIA FREEDOM OF INFORMATION ACT

Except as provided, once an award is announced, all proposals/bids submitted to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of

Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a completed summary page is supplied (Appendix B) that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (USB) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

20. LATE PROPOSALS

20.1. Proposals received in the Office of Procurement Services after the date and time prescribed shall not be considered for contract award and shall be returned to the Offeror.

21. PERIOD THAT PROPOSALS REMAIN VALID

21.1. Proposals will remain valid for a period of one-hundred and eighty (180) calendar days after the date specified for receipt of proposals.

22. BASIS FOR AWARD

22.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.

22.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.

22.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all contacts related to this procurement to the procurement official named in Paragraph 16 above. Failure to comply with this directive may, at the sole discretion of the County result in the disqualification of an Offeror from the procurement process.

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22.4. Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.

22.5. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

22.6. **Proposal Evaluation Criteria**

The following factors will be considered in the award of this contract:

- A. Qualification of firm with appropriately qualified and experienced personnel. (10%)
- B. Depth of response to Special Provisions, Paragraph 7, **TECHNICAL PROPOSAL REQUIREMENTS**. (20%)
- C. Depth of response to Special Provisions, Paragraph 8, **FUNCTIONAL PROPOSAL REQUIREMENTS**. (20%)
- D. Depth of response to the Special Provisions, Paragraph 10, **TASKS TO BE PERFORMED**. (20%)
- E. Reasonableness of cost proposal(s), Appendix C **PRICING SUMMARY SHEET**. (30%)

22.7. The County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.

22.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

22.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.

22.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

22.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

23. CONTRACT INSURANCE PROVISIONS

23.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

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23.2. The Contractor shall, during the continuance of all work under the contract maintain the following insurance:

- A. Workers' Compensation and Employer's Liability insurance limits of not less than \$100,000 to protect the contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- B. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including contractual liability, personal and advertising injury, and products and completed operations coverage. Completed operations liability endorsement shall continue in force for three years following completion of the contract.
- C. Owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, include property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under a standard Automobile Liability policy, or a Comprehensive General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- D. Professional Liability/Errors and Omissions coverage responding to Contractor's errors, acts or omissions in the amount of \$1,000,000 per claim and in the aggregate.
- E. Cyber/Information Technology insurance in the amount of \$1,000,000 per claim, including coverage for costs of 3rd party notification, credit monitoring, and fraud protection.

23.3. Fairfax County Public Schools, the Fairfax County School Board, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess"

23.4. Indemnification: Article 63 of the General Conditions and Instruction to Bidders (Appendix A) shall apply.

23.5. Additional Requirements

- A. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- B. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from the requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- C. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- D. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- E. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to FCPS on demand.
- F. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by FCPS. These certified copies will be sent to the FCPS from the Contractor's insurance agent or representative.
 - 1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 45 day written notice to FCPS. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in

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suspension of all payments until the new certificate is furnished.

2. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
3. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and FCPS. The Contractor shall be as fully responsible to FCPS for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
6. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Contract.
7. If the Contractor delivers services from a County leased facility, the Contractor is required to carry property insurance on all equipment, to include County owned installed and maintained equipment used by the Contractor while in their care, custody and control for use under this contract.

G. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the contractor has been issued on a "claims made" basis, the contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

24. METHOD OF ORDERING

- 24.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 24.2. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 24.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 24.4. Regardless of the method of ordering used, solely the contract and any written modifications determine performance time and dates.

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24.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

25. REPORTS AND INVOICING

25.1. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.

25.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:

- A. Employee name;
- B. The name of the County department;
- C. Date of services;
- D. The type of services; and,
- E. The itemized cost for each item/service.

25.3. County departments must receive monthly invoices in accordance with the mutually agreed upon schedule set forth by each account holder. Invoicing must be received in the subsequent month that the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 25.2, a-e. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

26. PAYMENTS

26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined in the Special Provisions, Paragraph 10, TASKS TO BE PERFORMED.

27. CHANGES

27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.

27.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

28. DELAYS AND SUSPENSIONS

28.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

28.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the

SPECIAL PROVISIONS

contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.

28.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

29. ACCESS TO AND INSPECTION OF WORK

29.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

30. PROJECT AUDITS

30.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:

- A. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
- B. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
- C. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
- D. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.

30.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.

30.3. Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

30.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.

30.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

31. DATA SOURCES

31.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

SPECIAL PROVISIONS

32. SAFEGUARDS OF INFORMATION

32.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

33. ORDER OF PRECEDENCE

33.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

34. SUBCONTRACTING

34.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us/>; local chambers of commerce and other business organizations.

34.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

35. USE OF CONTRACT BY OTHER PUBLIC BODIES

35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).

35.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

35.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.

35.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

35.5. The County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

36. NEWS RELEASE BY VENDORS

36.1. As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

SPECIAL PROVISIONS

37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

- 37.1. The County is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 37.2. The County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Compliance at 571-423-3050 or email them at equity&compliance@fcps.edu. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

38. HIPAA COMPLIANCE

- 38.1. The County has designated certain health care components as covered by the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 38.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA> or <http://www.fcps.edu/hr/eer/hipaa.shtml>

39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- 39.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award.

40. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION

- 40.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 40.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 40.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will**

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be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist. Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.

40.4. Failure to comply with the above requirements may result in termination of the contract.

41. CODE OF CONDUCT

- A. The Successful Offeror(s) will be required to adhere to the Vendor Code of Conduct and Expectations attached as Appendix E, Exhibits 1A and 1B.
- B. All on-site vendor personnel or subcontractors are subject to the terms and conditions as stated in:
 1. FCPS Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1A)
 2. FCG Vendor Code of Conduct and Expectations (Appendix E, Exhibit 1B)

42. "GREEN" DISPOSAL / USE COUNTY PREFERENCE

42.1. Electronics Takeback Provision:

42.2. The County maintains a strong electronics recycling program. We pass this expectation on to our contractors by requiring takeback options for any electronic equipment (defined as anything containing a circuit board) supplied under this contract. This common approach to end-of-life management, also called Producer Responsibility, is legislatively required in 23 states. The successful Offeror must accept any electronic item supplied under this contract and the disposal of the equipment must meet the following environmental outcome: products must be reused or recycled, thereby preventing landfilling or incineration. In order to comply, the vendor is asked to submit an end-of-life management plan including buyback values and timeframes (if applicable). The County reserves the right to sell or recycle any surplus electronic items generated in this contract through pre-established channels. This contract provision enhances the health and well-being of electronics users, workers, and the communities where electronics are produced and discarded by requiring the successful contractor to take full responsibility for the life cycle of their products.

General Conditions and Instructions to Bidders

**COUNTY OF FAIRFAX
COMMONWEALTH OF VIRGINIA**

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

I. AUTHORITY -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

2. DEFINITIONS-

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BEST VALUE: As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

CONSULTANT SERVICES: Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

COUNTY: County of Fairfax.

GOODS: All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

INFORMALITY: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PROFESSIONAL SERVICES: Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law,

General Conditions and Instructions to Bidders

medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

QUICK QUOTE (QQ): A method of competitive bidding for the purchase or lease of goods, non-professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

RESPONSIBLE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

RESPONSIVE BIDDER/OFFEROR: An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

SERVICES: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

STATE: Commonwealth of Virginia.

CONDITIONS OF BIDDING

3. BID FORMS-Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Schedule(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Schedule which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. LATE BIDS & MODIFICATIONS OF BIDS-

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
 1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
 2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in

General Conditions and Instructions to Bidders

the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.

- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

5. WITHDRAWAL OF BIDS-

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
 1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.
 2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
- c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
- g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.

6. ERRORS IN BIDS-When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.

7. MAILING OF BIDS – All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.

8. COMPLETENESS-To be responsive, a bid must include all information required by the solicitation.

General Conditions and Instructions to Bidders

9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.

10. CONDITIONAL BIDS-Conditional bids are subject to rejection in whole or in part.

11. BIDS FOR ALL OR PART-Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.

12. AREA BIDS-For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.

13. TIME FOR RECEIVING BID-Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.

14. BID OPENING-All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/bidtab.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.

15. OMISSIONS & DISCREPANCIES-Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.

16. RESPONSE TO SOLICITATIONS-In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

17. BIDDER INTERESTED IN MORE THAN ONE BID-If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

18. TAX EXEMPTION-The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

19. PROHIBITION AGAINST UNIFORM PRICING-The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of

General Conditions and Instructions to Bidders

procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

SPECIFICATIONS

20. QUESTIONS CONCERNING SPECIFICATIONS-Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

21. BRAND NAME OR EQUAL ITEMS-Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

22. FORMAL SPECIFICATIONS-When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. FEDERAL SPECIFICATIONS-Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

AWARD

24. AWARD OR REJECTION OF BIDS-The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision

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to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations

26. TIE-BIDS – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

30. REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.

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b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. SMALL AND MINORITY BUSINESS UTILIZATION

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- B Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

General Conditions and Instructions to Bidders

DELIVERY PROVISIONS

46. SHIPPING INSTRUCTIONS - CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

50. POINT OF DESTINATION-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

51. ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

52. METHOD AND CONTAINERS-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

53. WEIGHT CHECKING-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

54. DEMURRAGE AND RE-SPOTTING-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

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56. PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

58. PAYMENT-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

59. PARTIAL PAYMENTS-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

General Conditions and Instructions to Bidders

- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

General Conditions and Instructions to Bidders

67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

68. VIRGINIA FREEDOM OF INFORMATION ACT-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
 - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
 5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

General Conditions and Instructions to Bidders

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

General Conditions and Instructions to Bidders

- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within ninety (90) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the County Purchasing Agent's decision on the claim, unless the County Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

78. VENUE: This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

79. IMMIGRATION REFORM AND CONTROL ACT: Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien

General Conditions and Instructions to Bidders

as defined in the Federal Immigration Reform and Control Act of 1986.

80. CONTRACTOR NOT TO BENEFIT: Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

APPROVED:

/S/ David P. Bobzien
COUNTY ATTORNEY

/S/ Cathy A. Muse
COUNTY PURCHASING AGENT

OFFEROR DATA SHEET

NAME OF OFFEROR: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: _____

Telephone Number: (____) _____

E-Mail Address: _____

Fiscal Representative: _____

Telephone Number: (____) _____

E-Mail Address: _____

Payment Address, if different from above:

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder:

is a corporation or other business entity with the following SCC identification number:
_____ -OR- _____

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why whose contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:

BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

Signature

Date

Complete and return this form or a copy of your current Fairfax County Business License with your proposal.

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

Printed Name of Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN No: _____

Certification Regarding Ethics in Public Contracting

In submitting this proposal and signing below, Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

1. I have not given any payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to any public employee or official who has official responsibility and authority for procurement transactions.
2. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, and in exchange I received consideration of substantially equal or greater value.
3. I have given a payment, loan, subscription, advance, monetary deposit, services or anything of more than nominal value to a public employee or official who has official responsibility and authority for procurement transactions, but in exchange I have not received consideration of substantially equal or greater value.

If #2 above is selected, please complete the following:

Recipient: _____

Date of Gift: _____

Description of the gift and its value:

Description of the consideration received in exchange and its value:

Printed Name of Bidder/Offeror Representative: _____

Signature/Date: _____ / _____

Company Name: _____

Company Address: _____

City/State/Zip: _____

This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation.

Listing Of Local Public Bodies

REFERENCE PARAGRAPH 35 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

Complete and return this form with your proposal.

Vendor Name

BUSINESS CLASSIFICATION

DEFINITIONS

Small Business – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

Minority-Owned Business - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Woman-Owned Business – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

**Confidentiality References Protection in Accordance with the Code of Virginia,
Section 2.2-4342F**

Section Title	Page Number	Reason(s) for Withholding from Disclosure

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A. This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C. This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

RETURN THIS PAGE, IF APPLICABLE



FAIRFAX COUNTY
PUBLIC SCHOOLS

Department of Financial Services / Office of Procurement Services

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

SUBCONTRACTOR (S) NOTIFICATION FORM

Contract Number/Title: _____

Prime Contractors Name: _____

Prime Contractor's Classification: _____

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification of each first-tier subcontractor (ref. paragraph 34, Special Provisions). Please complete this form and return it with your submission.

Please check here if you are not using a subcontractor: _____

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

Complete and return this form with your proposal.

PRICING SUMMARY SHEET
(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

VOICE				
Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
0 pooled minutes	\$_____		\$_____	Includes Voicemail
0 pooled minutes with unlimited text messaging	\$_____		\$_____	Includes Voicemail
0 pooled minutes with unlimited two-way radio and unlimited text messaging	\$_____		\$_____	Includes Voicemail
200 pooled minutes	\$_____		\$_____	Includes Voicemail
300 pooled minutes	\$_____		\$_____	Includes Voicemail
450 pooled minutes	\$_____		\$_____	Includes Voicemail
600 pooled minutes				
450 pooled minutes with unlimited text messaging	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited two-way radio, unlimited text messaging	\$_____		\$_____	Includes Voicemail
Unlimited minutes	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited text messaging	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited text messaging, unlimited two-way radio	\$_____		\$_____	Includes Voicemail
Unlimited Two-Way Radio	\$_____		\$_____	
Unlimited Text Messaging	\$_____		\$_____	
Voice Overage Rate	\$_____ /minute		\$_____ /minute	
Charge per line for shared/pooled plans				
Paging thru phone				
Group Paging thru phone				
PTT Unlimited				
Voice Mail				

PRICING SUMMARY SHEET

(Ref: Special Provisions (Pricing Plans), Paragraph 8.6 and 8.12)

BUNDLE VOICE AND DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
200 pooled minutes with unlimited data, and unlimited text	\$_____		\$_____	Includes Voicemail
200 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
300 pooled minutes with unlimited data, and unlimited text	\$_____		\$_____	Includes Voicemail
300 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
450 pooled minutes with unlimited data, unlimited text, PTT	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited data, unlimited text	\$_____		\$_____	Includes Voicemail
Unlimited minutes with unlimited data, unlimited text, unlimited tethering	\$_____		\$_____	Includes Voicemail
Unlimited Text Messaging	\$_____		\$_____	
Unlimited Tethering	\$_____		\$_____	If unlimited tethering is not available, please outline pricing and applicable tiers of tethering service.
GPS (Directions)	\$_____		\$_____	
GPS (Tracking) Pooled 5 / 10 / 25 MB	\$_____ 5 MB \$_____ 10 MB \$_____ 25 MB		\$_____ 5 MB \$_____ 10 MB \$_____ 25 MB	
Voice Overage Rate (/ minute)	\$_____ / minute		\$_____ / minute	
Data Overage Rate	\$_____ / MB		\$_____ / MB	

PRICING SUMMARY SHEET

(Ref: Special Provisions, (Pricing Plans), Paragraph 8.6 and 8.12)

DATA

Description	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
Unlimited data (no-cost device)	\$ _____		\$ _____	
iPhone 4MB Standalone	\$ _____		\$ _____	
iPhone Unlimited Standalone	\$ _____		\$ _____	
Blackberry 4MB Standalone	\$ _____		\$ _____	

EQUIPMENT PRICING

WIRELESS VOICE ONLY	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, battery, etc.)
Current No-Cost Cell Phone Device:			
Current No-Cost Cell Phone Rugged Device:			

(WIRELESS Device)	Device Manufacturer and Model	Price	Manufacturer's Kit Description (include components e.g., wall charger, software, data cord, holster, battery, etc.)
Smartphone (current model of no-cost device) New line of service & upgrade after 12 months	_____		
Smartphone Replacement for existing line of service (non-warranty)	_____	\$ _____	
Smartphone Upgrade to the most recent model release	_____	\$ _____	
Device Shelf Stock (1%) Cellular Phone (Re: Special Provisions, Paragraph 7.F)	_____		
Device Shelf Stock (1%) Smartphone (Re: Special Provisions, Paragraph 7.F)	_____		
Discount off manufacturer list price for additional items not listed above			_____ %
VALUE ADDED Ref.Par. 9 Employee Discounts In-building Solutions			

Mobile Device Management (MDM) or Mobile Enterprise Applications Platform (MEAP)

Item	Standard Monthly Fee	Percent Discount	Monthly Fee	Comments
MDM Solutions	\$ _____		\$ _____	
MEAP Platform Solutions	\$ _____		\$ _____	

Accessories

Item	Percent Discount	Comments
Leather Holster		
Wall Charger		
Vehicle Charger		
Battery		
Tethering Cord		
Discount for accessory items not listed above		_____ %

Overnight delivery \$_____

Minimum Qualifications/Reference Checklist

All Offerors are required to submit the following (Ref: Special Provisions, Paragraph 2):

1. The Offeror must have at least five (5) years in the wireless digital voice and data service business providing the services and products offered herein to K-12 school districts and local governments...Paragraph 2.A.).

Years of experience: _____.

2. The Offeror must provide URL of Web Portal (Ref: Special Provisions, Paragraph 2.B.).

URL: _____.

3. The Offeror must provide a minimum of three references from K-12 school districts and/or local governments, (at least one from each) preferably from a County and School district of equivalent size to FCPS. (Ref: Special Provisions, Paragraph 2.C.).

4. Contractor must be a service provider as defined by the E-rate Program (see Special Provisions, paragraph 2.D and 3).

SPIN: _____.

Reference 1:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Service provided for:

_____ Total Number of Wireless Devices _____ Total Minutes of Service

_____ Other Please describe: _____

Reference 2:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Service provided for:

_____ Total Number of Wireless Devices _____ Total Minutes of Service

_____ Other Please describe: _____

Reference 3:

Company: _____

Address: _____

Point of Contact: _____

Current Telephone Number: _____

Service provided for:

_____ Total Number of Wireless Devices _____ Total Minutes of Wireless Service

_____ Other Please describe: _____

EXHIBIT 1A
FCPS Vendor Code of Conduct

Fairfax County Public Schools
Department of Information Technology

FCPS Vendor Code of Conduct and Expectations

As an FCPS vendor, your employees will be expected to comply with section 10 of the FCPS Standards of Conduct Regulation # 4429.4.

Standards of Conducts

Each vendor employee is expected to:

- Comply with a reasonable request from an authorized FCPS employee (any Field Information Systems Supervisor, School-based Administrator, SBTS's)
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCPS employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCPS building.

The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly; carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.

Fairfax County Public Schools
FCPS Vendor Code of Conduct and Expectations, (Continued)

- Failing to adhere to the policies and regulations of Fairfax County Public Schools.
- Engaging in political campaigns while on

In addition to what is specified in Regulation 4429.4, all employees shall:

- Sign in and out of the vendor/visitor log at the front office
- Park in a valid parking space
- Leave the work area in an undisturbed state and remove trash and old parts
- Only use the following URL's to test internet connectivity:

<http://fcpsnet.fcps.k12.va.us/index.shtml> for internal testing and
<http://www.washingtonpost.com/> or
<http://www.hp.com/> for external internet connectivity testing

No other web addresses shall be accessed unless directed by one of the above listed FCPS agents in the first bullet.

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above the Account Manager must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting @ Field Information Systems to review and sign the Vendor Standard of Conduct and update the name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: _____

Signed: _____

Date: _____

EXHIBIT 1B
FCG Vendor Code of Conduct

Fairfax County Government
Department of Information Technology

FCG Vendor Code of Conduct and Expectations

As an FCG vendor, your employees will be expected to comply with FCG Standards of Conduct.

Standards of Conducts

Each vendor employee is expected to:

- Comply with a reasonable request from an authorized FCG employee (any Field Information Systems Supervisor, etc.)
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCG employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCG information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCG building.

The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the County into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using County facilities improperly; carelessly or willfully causing destruction of County property.
- Threatening or assaulting anyone; possessing a weapon on County property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on County property during normal work hours or while performing County business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.
- Failing to adhere to the policies and regulations of the County.
- Engaging in political campaigns while on duty.

Fairfax County Government
FCG Vendor Code of Conduct and Expectations, (Continued)

In addition, all employees shall:

- Sign in and out of the vendor/visitor log.

- Park in a valid parking space.
- Leave the work area in an undisturbed state and remove trash and old parts.

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above, the Account Manager must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting at the County to review and sign the Vendor Standard of Conduct and update the name in the master list. The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: _____

Signed _____

Date: _____

EXHIBIT 2 FCG

DIT Consultant/Contractor Agreement

DEPARTMENT OF INFORMATION TECHNOLOGY

CONSULTANT/CONTRACTOR AGREEMENT

CONCERNING THE USE OF INFORMATION SYSTEMS AND COMMUNICATIONS TECHNOLOGY

AT FAIRFAX COUNTY, VIRGINIA

I, _____ working as a consultant/contractor for Fairfax County Government with access to County technology and communications systems, recognize my legal and ethical obligation to conduct my work on any Fairfax County information or communications system using computer hardware and/or software (programming languages, operating systems, databases, third party applications software and databases (COTS), system utilities, security solutions, and, data or voice communications software and electronics), herein referred to as 'technology', in a responsible manner and within the guidelines of the County's IT Security Policy. My purpose in using computer-based technology is to perform work for the Department in which I am engaged in support of Fairfax County Government, and therefore I am subject to the standards, IT Security and Privacy policies, and ethics and behavior policies of Fairfax County Government. As a condition for and in consideration of being given access to the computer systems and data, I agree that:

I will not use Fairfax County technology systems to access any information available or acquired from the technology systems for any reason except for purposes directly related to my job assignments and responsibilities as defined by my/my firm's contract and assignment with the County. I will not use Fairfax County technology systems to disclose any information available or acquired from the computer systems for any reason except for purposes directly related to my/my firm's contract and job assignments and responsibilities for such use as defined by the Fairfax County Government Department of Information Technology (DIT) and the agency my engagement supports. I understand that a user agency may ask me/my firm to sign a separate agreement relating to the privacy and security of the information that the user agency administers.

I will use vendor provided software and/or utilities only in accordance with such provisions as may have been agreed to between such vendor and Fairfax County. I will not deliberately violate any copyright laws or agreements stated or implied in my use of the software. I recognize that to do so makes me/my company liable for any applicable penalties and may lead to my immediate dismissal from the County's engagement.

I further understand that the deliberate misuse of Fairfax County computer software, which results in the change, damage or destruction of County systems, programs, and/or data, is considered destruction of County property and may be considered a breach of contract and/or a criminal offense. I understand that my firm may be liable and I may be personally liable to include immediate release from the engagement for breach of the Fairfax County IT Security Policy, and possible prosecution for my destruction of County property. I further understand and recognize that there are criminal penalties for misusing government information and for the improper use of government information.

I have completely read and fully understand the terms of this agreement and accepted these terms.

Name of Consultant Company/Firm

_____ Date

Consultant Signature

_____ Date

Consultant Firm Authorized Representative

I accept this agreement on behalf of Fairfax County, Virginia.

_____ Date

Agency Program Manager Signature

_____ Date

Agency Director Signature

_____ Date