

CELLULAR TELEPHONES AND SERVICES BID OPENING 5-20-14	SPRINT	ATT MOBILITY NATIONAL ACCOUNTS LLC	VERIZON WIRELESS (CELLCO PARTNERSHIP DBA)
	12502 SUNRISE VALLEY RESTON VA 20196	7229 PARKWAY DR HANOVER MD 21076	7600 MONTPELIER RD LAUREL MD 20723
AFFIDAVIT COMPLETED	YES	YES	YES
COPY OF INSURANCE PROVIDED	YES	YES	YES
COMMENTS:	SEE ATTACHED PROPOSAL INFORMATION	SEE ATTACHED PROPOSAL INFORMATION	SEE ATTACHED PROPOSAL INFORMATION There have been some modifications to requirements on pages 4-6 and pg 11.

BIDDER - SPRINT

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

Besides the pooled voice plan it must include a pooled data plan by account.

Describe your plan:

PRO PACK 400 BUNDLE

- INCLUDES FREE NIGHTS AND WEEKENDS STARTING AT 7 PM
- INCLUDES UNLIMITED MOBILE TO MOBILE
- INCLUDES \$0.25 CALL OVERAGE FEE
- INCLUDES UNLIMITED DATA
- INCLUDES \$0.25 DATA ROAMING > 300 MB

Minutes Per Pooled Plan:

400 MINUTES

Minutes Per Phone: 400 MINUTES WITH POOLED PLAN

Cost Per Pooled Plan: \$49.99

Cost Per Line: \$49.99

Cost Per Additional Line(s): \$49.99

Phone Models and Cost:

Model: KYOCERA KONA \$ FREE

Model: KYOCERA VERVE \$ 19.99

Model: _____ \$ _____

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Plan: SMARTPHONE PRO PACK BUNDLES

Cost Per Pooled Plan: \$ 59.99

Cost Per Line: \$ 59.99

Cost Per Data Package: \$ N/A

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails)

- INCLUDES 400 MINUTES TO POOL WITH OTHER PLANS
- INCLUDES FREE NIGHTS AND WEEKENDS STARTING AT 7 PM
- INCLUDES UNLIMITED MOBILE TO MOBILE
- INCLUDES \$0.25 CALL OVERAGE FEE
- INCLUDES UNLIMITED TEXT MESSAGING
- INCLUDES UNLIMITED DATA
- INCLUDES \$0.25 DATA ROAMING > 300 MB

Phone Models and Cost:

Model: SAMSUNG S4 \$ 149.99

Model: SAMSUNG S5 \$ 199.99

Model: SAMSUNG NOTE 2 \$ 99.99

Model: HTC ONE MAX \$ 249.99

Model: LG FLEX \$ 249.99

Model: IPHONE 5C 16GB \$ 49.99

Model: IPHONE 5 16GB \$ 99.99

Model: IPHONE 5S 16GB \$ 149.99

Any additional costs \$ _____

Describe additional costs:

OPTION C: Hot Spots

Approximately: 4 devices

Plan: MOBILE BROADBAND 3G/4G UNLIMITED

Cost Per Line: \$ 37.99

Cost Per Data Package: \$ N/A

Specify data packages:

Hot Spot Models and Cost:

Model: NOVATEL MIFI 500 LTE \$ 49.99

Model: NETGEAR ZING MOBILE HOTSPOT \$ 49.99

Model: _____

\$ _____

OPTION D: Broadband

Approximately: 10 devices

Data Plan: MOBILE BROADBAND 3G/4G UNLIMITED

Cost Per Line: \$ 37.99

Cost Per Data Package: \$ N/A

Specify data packages:

Model: NETGEAR 341U USB \$ 19.99

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan: 1GB POOLED (POOLS WITH LIKE PLAN)
2GB POOLED (POOLS WITH LIKE PLAN)

Cost Per Data Plan: \$ 19.99 (1GB) \$25.99 (2GB)

Cost Per Line: \$ 19.99 (1GB) \$25.99 (2GB)

Specify what data package includes: DATA OVERAGE \$15/GB; DATA ROAMING > 100 MB =
\$0.25MB

Model: IPAD AIR 16GB \$ 529.99

BIDDER – AT & T MOBILITY

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

Besides the pooled voice plan it must include a pooled data plan by account.

Describe your plan:

OPTION 1 – VOICE/TEXT USERS, CONTRIBUTES 17800 TO MONTHLY VOICE POOL 165
AVG CELLULAR VOICE MINUTES/USER/MONTH, UNLIMITED AT & T MOBILE TO AT & T
MOBILE, UNLIMITED NIGHTS AND WEEKENDS, 1000 FREE TEXT
MESSAGES/MONTH/USER, FREE RUGBY III RUGGED FLIP CELL PHONE

Minutes Per Pooled Plan:

22500

Minutes Per Phone:

Cost Per Pooled Plan: \$ YR 1 – 17.31 MONTH/DEVICE,
YR 2 – 19.39 MONTH/DEVICE

Cost Per Line: \$ _____

Cost Per Additional Line(s): \$ _____

Phone Models and Cost:

Model: RUGBYIII RUGGED FLIP PHONE \$ 0

Model: _____ \$ _____

Model: _____ \$ _____

Describe your plan:

OPTION 2 – VOICE/TEXT USERS WITH UNLIMITED ENHANCED PUSH TO TALK
SERVICES

Minutes Per Pooled Plan:

25200

Minutes Per Phone:

Cost Per Pooled Plan: \$ YR 1 – 20.31 MONTH/DEVICE ,
YR 2 – 22.39 MONTH/DEVICE

Cost Per Line: \$ _____

Cost Per Additional Line(s): \$ _____

Phone Models and Cost:

Model: RUGBYPRO SMARTPHONE

\$ 0

Model: _____

\$ _____

Model: _____

\$ _____

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Plan: BASIC VOICE/TEXT/PTT, CONTRIBUTES 7400 MINUTES TO MONTHLY VOICE POOL, UNLIMITED DATA, UNLIMITED TEXT MESSAGING, UNLIMITED AT & T MOBILE TO AT & T MOBILE, UNLIMITED NIGHTS AND WEEKEND, FREE I PHONE 4S

Cost Per Pooled Plan: \$ YR 1 – 35.16 MONTH/DEVICE, YR 2 – 39.33 MONTH/DEVICE

Cost Per Line: \$ _____

Cost Per Data Package: \$ _____

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails) 25200 POOLED VOICE MINUTES, UNLIMITED TEXT MESSAGING, UNLIMITED AT & T MOBILE TO AT & T MOBILE

Phone Models and Cost:

Model: _____ \$ _____

Model: _____ \$ _____

Model: _____ \$ _____

Any additional costs \$ _____

Describe additional costs:

OPTION C: Hot Spots

Approximately: 4 devices

Plan: MOBILE DATA ONLY RATE PLANS, COMBINE 10 BROADBAND AIR CARDS, 4 MOFIF HOTSPOT AND 33 TABLETS FOR TWO 50GB MOBILE SHARE DATA ONLY RATE PLANS, AVG/DATA/MONTH/DEVICE 2.13 GB, FREE MIFI (HOTSPOT) AND AIR CARD DEVICES

Cost Per Line: \$ COMBINE YR 1 \$16.41 MONTH/DEVICE, YR 2 - \$20.58 MONTH.DEVICE

Cost Per Data Package: \$ _____

Specify data packages: 3GB TABLET \$26.25, 5GB TABLET \$37.50, 5GB POOLED LAPTOP \$37.50, UNLIMITED TABLED/IPAD/LAPTOP.MIFI DEVICES \$39.99

Hot Spot Models and Cost:

Model: _____ \$ _____

Model: _____ \$ _____

Model: _____ \$ _____

OPTION D: Broadband

Approximately: 10 devices

Data Plan: MOBILE DATA ONLY RATE PLANS, COMBINE 10 BROADBAND AIR CARDS, 4 MOFIF HOTSPOT AND 33 TABLETS FOR TWO 50GB MOBILE SHARE DATA ONLY RATE PLANS, AVG/DATA/MONTH/DEVICE 2.13 GB, FREE MIFI (HOTSPOT) AND AIR CARD DEVICES

Cost Per Line: \$ COMBINE YR 1 \$16.41 MONTH/DEVICE, YR 2 - \$20.58 MONTH.DEVICE

Cost Per Data Package: \$ _____

Specify data packages: 3GB TABLET \$26.25, 5GB TABLET \$37.50, 5GB POOLED LAPTOP \$37.50, UNLIMITED TABLED/IPAD/LAPTOP.MIFI DEVICES \$39.99

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan: MOBILE DATA ONLY RATE PLANS, COMBINE 10 BROADBAND AIR CARDS, 4 MOFIF HOTSPOT AND 33 TABLETS FOR TWO 50GB MOBILE SHARE DATA ONLY RATE PLANS, AVG/DATA/MONTH/DEVICE 2.13 GB, FREE MIFI (HOTSPOT) AND AIR CARD DEVICES

Cost Per Data Plan: \$ COMBINE YR 1 \$16.41 MONTH/DEVICE, YR 2 - \$20.58 MONTH.DEVICE

Cost Per Line: \$ _____

Specify what data package includes: 3GB TABLET \$26.25, 5GB TABLET \$37.50, 5GB POOLED LAPTOP \$37.50, UNLIMITED TABLED/IPAD/LAPTOP.MIFI DEVICES \$39.99

BIDDER – VERIZON WIRELESS

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

Besides the pooled voice plan it must include a pooled data plan by account.

Describe your plan:

BASIC SERVICE (OPTION A) DOES NOT INCLUDE UNLIMITED TEXT MESSAGING. THE SERVICE PLANS INCLUDE 200 DOMESTIC TXT/PIX/FLIX. UNLIMITED DOMESTIC TEXT MESSAGING MAY BE PURCHASED FOR AN ADDITIONAL COST OF \$1000 PER MONTH, PER USER. DOES NOT INCLUDE A DATA ALLOWANCE. VOICE ONLY SERVICE PLAN

Minutes Per Pooled Plan: 100, 200, AND 400 MINUTES

Minutes Per Phone:

Cost Per Pooled Plan: \$ 23.06/ \$26.24/ \$28.84 PER LINE, PER MONTH AS DETAILED

Cost Per Line: \$ 23.06/ \$26.24/ \$28.84 PER LINE, PER MONTH AS DETAILED

Cost Per Additional Line(s): \$ 23.06/ \$26.24/ \$28.84 PER LINE, PER MONTH AS DETAILED

Phone Models and Cost:

Model: SAMSUNG CONVOY 3 \$ 0

Model: CASIO G'ZONE RAVINE 2 \$ 0

Model: SAMSUNG GUSTO 2 SCH-U365 \$ 0

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Plan: DOMESTIC AMERICA'S CHOICE FOR GOVERNMENT VOICE AND DATA PLANS 400 WITH POLED MINUTES, 400 POOLED DOMESTIC VOICE MINUTES, UNLIMITED DOMESTIC NIGHTS AND WEEKENDS, UNLIMITED DOMESTIC MOBILE TO MOBILE MINUTES, UNLIMITED DOMESTIC PUSH TO TALK, UNLIMITED DOMESTIC DATA ALLOWANCE FOR EMAIL, AND UNLIMITED DOMESTIC TXT/PIX/FLIX MESSAGES

Cost Per Pooled Plan: \$ 48.07

Cost Per Line: \$ 48.07

Cost Per Data Package: \$ UNLIMITED DOMESTIC DATA IS INCLUDED AT NO ADDITIONAL COST. SEE SERVICE PLAN DESCRIPTION.

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails) UNLIMITED DOMESTIC DATA ALLOWANCE FOR EMAIL, AND UNLIMITED DOMESTIC TXT/PIX/FLIX MESSAGES

Cost Per Pooled Plan: \$ 34.99

Cost Per Line: \$ 34.99

(DOMESTIC) BLACKBERRY/SMARTPHONE (SHARED MINUTES) DATA PLAN
UNLIMITED DOMESTIC DATA ALLOWANCE FOR EMAIL, UNLIMITED, DOMESTIC MOBILE TO
MOBILE MINUTES, 0 DOMESTIC ANYTIME VOICE MINUTES PER MONTH (0 MINUTES. MUNITES
CAN SHARE FROM VOICE AND/OR VOICE & DATA BUNDLE PLANS) AND UNLIMITED
DOMESTIC TEXT/PIX/FLIX MESSAGES

Phone Models and Cost:

Model: APPLE IPHONE 4S \$ 0

Model: LG G2 (4G LTE) \$ 0

Model: MOTOROLA DROID ULTRA (4G LTE) \$ 0

Any additional costs \$ N/A

THE DEVICES PROPOSED FOR THIS RESPONSE WILL BE PROVIDED AT \$0.00 WITH SERVICE
ACTIVATION.

Describe additional costs:

OPTION C: Hot Spots

Approximately: 4 devices

Plan: MOBILE BROADBAND ACCESS CALLING PLAN, UNLIMITED DOMESTIC DATA
ALLOWANCE FOR EMAIL AND INTERNET/INTRANET BROWSING

Cost Per Line: \$ 39.99

Cost Per Data Package: \$ 39.99

Specify data packages: SEE SERVICE PLAN DESCRIPTION ABOVE.

Hot Spot Models and Cost:

Model: VERIZON WIRELESS JETPACK 4G LTE MOBILE HOTSPOT MIFI 5510L
\$ 0

Model: VERIZON WIRELESS JETPACK 4G LTE MOBILE HOTSPOT MHS291L
\$ 0

Model: _____ \$ _____

OPTION D: Broadband

Approximately: 10 devices

Data Plan: MOBILE BROADBAND ACCESS CALLING PLAN, UNLIMITED DOMESTIC DATA ALLOWANCE FORE EMAIL AND INTERNET/INTRANET BROWSING

Cost Per Line: \$ 39.99

Cost Per Data Package: \$ 39.99

Specify data packages: SEE SERVICE PLAN DESCRIPTION ABOVE.

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan: MOBILE BROADBAND ACCESS CALLING PLAN, UNLIMITED DOMESTIC DATA ALLOWANCE FORE EMAIL AND INTERNET/INTRANET BROWSING

Cost Per Data Plan: \$ 39.99

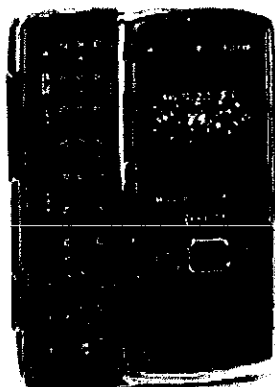
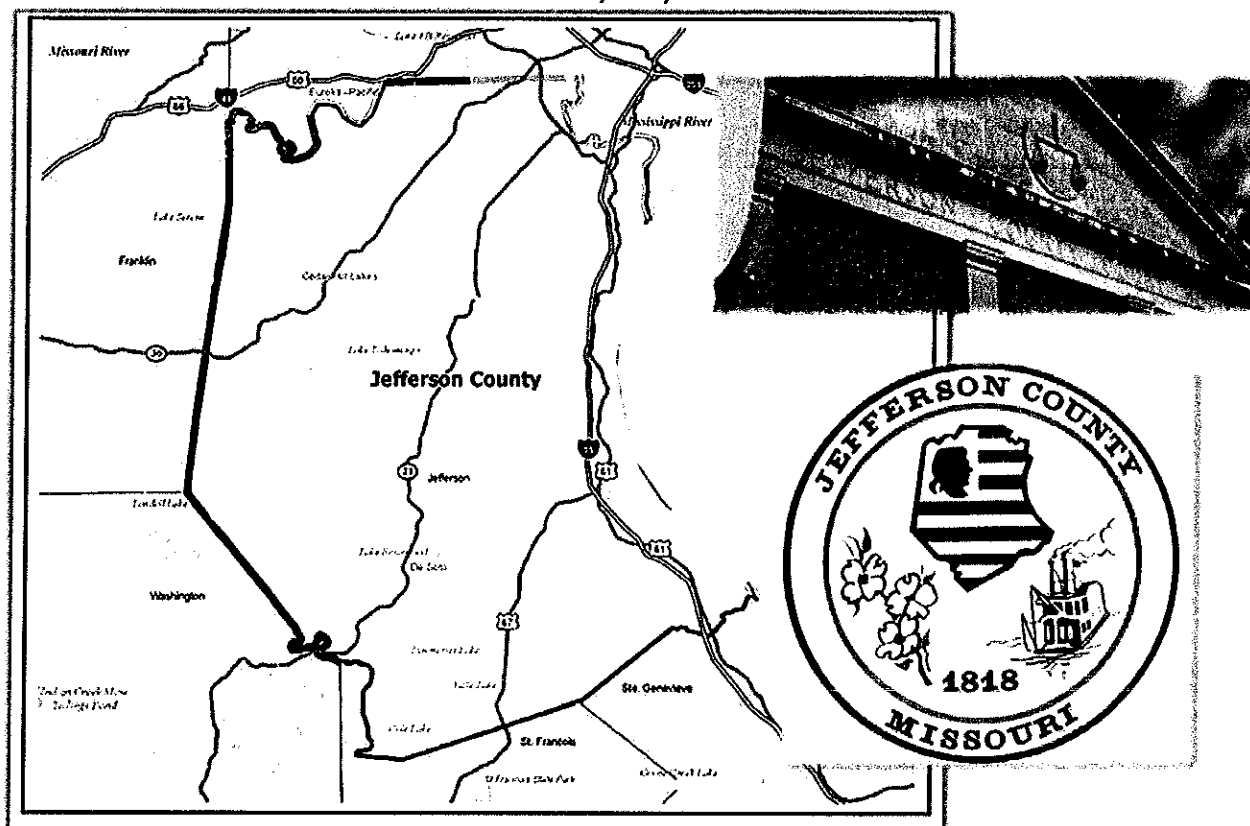
Cost Per Line: \$ 39.99

Specify what data package includes: SEE SERVICE PLAN DESCRIPTION ABOVE.



Sprint's Response to Jefferson County's Request for Proposal Cellular Telephones & Services

5/20/2014





Public Sector Contracts Department
12502 Sunrise Valley Drive
Reston, Virginia 20196

May 16, 2014

Jefferson County
Department of Administrative Services
729 Maple St / PO Box 100
Hillsboro MO 63050

Dear Name:

Sprint has a strong history of providing integrated wireless and wireline products and services that are developed specifically to meet the operational needs of the Public Sector. These customizable integrated solutions enable public sector agencies, such as Jefferson County (Jefferson County) to communicate across jurisdictions no matter what task they are working – enforcing the law, extending public services, maintaining infrastructure, or ensuring continuity of government in time of crisis.

Our innovative wireless solutions also enable government agencies to increase flexibility, collaboration and productivity for federal government agencies and to provide economic and social growth potential for their communities.

State and Local Government Agencies – Improve public services and fiscal accountability with accurate mobile data capture by utilizing the latest mobile technology to maintain local infrastructure for constituents while balancing budgets

Continuity of Government - Utilize the latest in mobile technology to resume business after a disruptive event

Law Enforcement/Emergency Response– Heighten emergency readiness, safety and security with the ability to easily capture access and compare relevant data to make fast, informed decisions in time of crisis

Sprint has helped thousands of customers mobilize their organizations to help increase agility, responsiveness and profit potential. We combine the power of our 3G & 4G networks, mobility applications and expertise to help your business work with greater efficiency.

Our industry leading global IP network, broad portfolio of converged enterprise solutions and wide range of mobility services; including our industry leading push to talk, Sprint can help you take your voice and your business to new places. Whatever your goals, we have the expertise, tools, network and support to help you reinvent the way you conduct business.

Sprint is pleased to offer the WSCA 1907 contract. Jefferson County will purchase under a Participating Addendum (State of MISSOURI WSCA PA 1907) to be signed between the parties under the Master Service Agreement For Services of Independent Contract (RFP/Contract #1907) with the Western States Contracting Alliance (WSCA) dated 4/12/12, as amended (the “WSCA Master Agreement”).

Port-In Credits Service Offering

In addition, Sprint will extend a Port-In Credit offer to Jefferson County as part of our competitive proposal. Any Corporate-Liable business 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. This Port-In-Credit offer amount expires on June 30, 2014. Promotion dollar amount is subject to change quarterly.

Based on the device quantities provided in the RFP, Jefferson County account would qualify for the following port in credit:

119 feature phones x100 credit=\$11,900

34 smartphone x150 credit=\$5,100

Additional terms apply as follows:

Corporate Liable Port-in Credit for All Smartphones (including iPhone), Feature Phones, and Sprint Phone Connect

Port-in credits are not offered on the following plans – all individual liable plans, seasonal standby plan, all plans with a MRC under \$10, all Tablet plans, MBB plans, Netbook plans, Notebook plans, M2M plans, special government plans, and select custom pricing plans.

2 year Service Agreement is required

Must register online within 72 hours from port in date at <https://www.sprintportcredit.com> to request your service credit

This service credit will be found within the adjustment section of your invoice. The service credit will be applied to the first or second invoice after you have been a Sprint customer for 61 days. It will be labeled as "Valued Customer Service Credit."

Furthermore, Sprint offers flexible billing and reporting capabilities to meet your accounting needs, with multiple options for both receiving invoices and payment of bills. With a variety of account management tools, Jefferson County can access and organize account information easily.

Please contact your Public Sector Account Manager, Stephanie Tobar, at 314-985-3233 or via email at Stephanie.tobar@sprint.com, if you have any questions. Sprint welcomes the opportunity to provide additional information to Jefferson County regarding the products and services discussed within this document. We look forward to bringing knowledge, creativity and financial stability to this partnership.

Sincerely,



Karen Kezele

Manager, Proposal Development & Management
Sprint Solutions, Inc.

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Disclosure Statement – Sprint

This proposal is provided in response to requirements of Customer and may include trade secrets or confidential, proprietary or financial information that is exempt from disclosure under applicable law, and shall not be duplicated, used, or disclosed - in whole or part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of - or in connection with - the submission of this data, Customer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Customer right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on sheets annotated with a restrictive legend.

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 or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.
- 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.



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: CELLULAR TELEPHONES AND Date Issued: 4-18-14
SERVICES

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 20, 2014, AT 2:00 P.M.
 LOCAL TIME.

Specification **RANDY MULLER**
 Contact: Department of Information Technologies 636-797-5592

Contract **VICKIE PRATT**
 Contact: Department of Administrative Services 636-797-5382

SAMPLE ENVELOPE

**Mail (3) Three
 Complete Copies
 With Vendor And
 Proposal
 Information As
 Shown In Sample:**

**Contract Term:
 6-1-14 to 5-31-16
 upon approval by
 Jefferson County
 Council and
 County Executive**

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER **DEPARTMENT OF JEFFERSON COUNTY CLERK
 JEFFERSON COUNTY MISSOURI
 729 MAPLE ST / PO BOX 100
 HILLSBORO MO 63050-0100**
 SEALED PROPOSAL: (PROPOSAL NAME)

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of Jefferson County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by Jefferson County. Jefferson County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional two-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by Jefferson County.*

**Vendor
 Information:**

Sprint	Karen Kezele
Company Name	Authorized Agent (Print)
12502 Sunrise Valley Drive	<i>* Karen Kezele</i>
MS: VARESA0208-2D351	Signature
Address	Manager, Proposal Development & Management
Reston, VA 20196	Title
City/State/Zip Code	May 16, 2014 47-0882463
703-433-8581	Tax ID #
Telephone #	Date
<u>Michaela.clairmonte@sprint.com</u>	703-433-8798
E-mail	Fax #

* Sprint has read, understands and will comply with the terms, conditions, specifications, and requirements in the RFP, subject to the specific responses to RFP provisions as set forth in Sprint's bid or proposal and the terms of Sprint's proposed contract.

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REQUIRED DOCUMENTS*

Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

Bid deposits/bonds must be in the exact amount as stipulated in the bid.

Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

Agreement to be executed by Jefferson County upon approval by Jefferson County Council and County Executive (Bidder is required to complete company information and execute signature).

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS
NOT INCLUDED OR COMPLETED**

Proposal Requirements

Bidder shall initial all pages and return where the Bid Document denotes "BIDDER'S INITIALS: ____"

** Sprint has read, understands and will comply with the terms, conditions, specifications, and requirements in the RFP, subject to the specific responses to RFP provisions as set forth in Sprint's bid or proposal and the terms of Sprint's proposed contract. Please find Sprint's complete Legal Response in Attachment 5 of this proposal.*

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of Jefferson County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon Jefferson County until approved by Jefferson County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by Jefferson County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to Jefferson County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of Jefferson County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify Jefferson County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by Jefferson County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. Jefferson County may accept or reject alternate proposals; whatever is most advantageous to Jefferson County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by Jefferson County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing Jefferson County Web Site. (www.jeffcomo.org).

K. INSURANCE: See Sprint's exceptions redlined below.

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with Jefferson County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said

Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to Jefferson County, and to indemnify Jefferson County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect Jefferson County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name Jefferson County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation, except ten (10) days if cancelled for non-payment of premium. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

JEFFERSON COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. (X) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide Jefferson County with proof of Professional Liability Insurance, which shall protect Jefferson County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00.

Should any work be subcontracted, these limits will also apply.

- C. (X) Required () Not Required **Worker's Compensation Insurance:** per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

Proposal Form and Contract

1. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

2. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

Sprint is current in Jefferson County with our Property Tax payments. Please see attached for proof of paid taxes. Any other means of obtaining proof (tax receipts or cancelled checks) for the 39 sites will involve more time and effort.

JEFFERSON COUNTY'S
RFP: Cellular Telephones And Services

Invoice/Payment Inquiry

Page 1 of 1

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Invoice/Payment Inquiry

Business Unit **SPRNT** Invoice Number **ALW085MO13PTAX12126013** Invoice Status
 Amount **21157.340** Recycle **No**
 Invoice Date **12/01/2013**
 Voucher **H0825789** [Image](#) Vendor **COUNTY OF JEFFERSON MO** Match **No**

Payment Information

[Personalize](#) | [Find](#) | [First](#) | [Last](#)

Check	Remit Address	Remit City	Check Number	Check Date	Cash Cleared Date	Discount Due	Net Due	Hold Payment	Pa
			12834921	12/27/2013	01/17/2014		12/01/2013	No	Pe

Account Coding Detail

[Personalize](#) | [Find](#) | [View All](#) | [First](#) | [Last](#)

Vchr Line	Distrib Line	GL Business Unit	Cost Center	Account	Merchandise Amt	Project
1		1 085		206700	21157.340	

Related Voucher Payment Information

Check	Remit Address	Remit City	Voucher ID	Voucher Style	Check Number	Check Date	Cash Cleared Date	Discount Due

[Payment Reference](#)

Related Voucher Account Coding Detail

Pr

Voucher ID	Voucher Style	Vchr Line	Distrib Line	GL Business Unit	Cost Center	Account

[Save](#) | [Return to Search](#) | [Previous in List](#) | [Next in List](#) | [Notify](#)

Sprint

JEFFERSON COUNTY'S
RFP: Cellular Telephones And Services

SPRINT
DATE 12/27/2013
VENDOR NAME COUNTY OF JEFFERSON MO
No. 12834918
VENDOR NO 0000201091

INVOICE NO	INVOICE DATE	DESCRIPTION	DISC. AMOUNT	NET AMOUNT
ATW085M013P1AX121260	12-01-2013	Q'S ANNE WINNING SPRINT COM	0.00	26,177.79

Please detach and retain this statement as your record of payment

0.00 26,177.79

SPRINT

P.O. Box 6670
Phoenix, AZ 85062-0670

Return Service Requested

Bank of America
Bank of America, N.A.
Atlanta, N. Carolina, Georgia

No. 12834918

CHECK DATE 12/27/2013
CHECK AMOUNT \$*****26,177.79

PAY

26,177 DOLLARS AND 79 CENTS

VOID IF NOT CASHED WITHIN 180 DAYS

01 000034 88216 E 1 A 27

COUNTY OF JEFFERSON MO
P.O. BOX 100
JEFFERSON MO 64550-0100



Joseph J. Eutenauer
Signature

12834918 061112788 32997913520

Invoice/Payment Inquiry

Page 1 of 1

ORACLE

Invoice: Main Menu: VP WEB Invoice Payment Inquiry

New Window

Invoice/Payment Inquiry

Business Unit		SPRINT		Invoice Number		4608554013PTX11125013PE		Invoice Status			
Invoice Date		12/01/2013		Amount		26177.792		Receipt		No	
Voucher		15025915 10382		Vendor		COUNTY OF JEFFERSON CO		Match		No	

Payment Information										Payment Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> ACH <input type="checkbox"/> Other	
Check	Payment Amount	Amount Due	Discount Due	Net Due	Net Payment	Pay Status					
15025915	122772013	014172014		120172513	No	Pay					

Account Coding Detail										Payment Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> ACH <input type="checkbox"/> Other	
Accounting Info	Year	Division	Business Unit	Cost Center	Account	Merchandise Amt	Project	Activity			
1	1	005		00070		26177.792					

Related Voucher Payment Information										Payment Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> ACH <input type="checkbox"/> Other	
Check	Payment Amount	Amount Due	Discount Due	Net Due	Net Payment	Pay Status					
Voucher ID	Voucher Date	Check Number	Check Date	Cash Cleared Date	Discount Due	Net Due	Net Payment	Pay Status			
Payment Reference											

Related Voucher Account Coding Detail										Payment Method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> ACH <input type="checkbox"/> Other	
Accounting Info	Year	Division	Business Unit	Cost Center	Account	Merchandise Amt	Project	Activity			
Voucher ID	Voucher Date	Year Line	Division Line	Business Unit	Cost Center	Account	Merchandise Amt	Project	Activity		

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

4. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly.

Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by Jefferson County). Prices shall be firm for ALL County departments and locations for term of the agreement.

5. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

6. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that Jefferson County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

7. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

8. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

1. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, Jefferson County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance

and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. Jefferson County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by Jefferson County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by Jefferson County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by Jefferson County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof,

and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
- If supplier fails to deliver the items required by the contract within the time specified; or
 - If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of Jefferson County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Q. NOTICE AND SERVICE THEREOF:

Any notice from Jefferson County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by Jefferson County for any goods furnished.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to Jefferson County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon Jefferson County until approved by Jefferson County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Kansas

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

- Y. **LANGUAGE:** Bids and all related documents will only be accepted in the English Language.



Affidavit of Work Authorization

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Karen Kezele (Name of Business Entity Authorized Representative) as Manager, Proposal Development & Management (Position/Title) first being duly sworn on my oath, affirm Sprint (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Cellular Telephones And Services

(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Sprint (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Cellular Telephones And Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Karen Kezele
Authorized Representative's Signature

Karen Kezele
Printed Name

Manager, Proposal Development & Management
Title

May 16, 2014
Date

Subscribed and sworn to before me this 15 of MAY I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within County of JOHNSON
(NAME OF COUNTY)

State of KANSAS and my commission expires on 10/25/15
(NAME OF STATE) (DATE)

Ravi Gargesh
Signature of Notary

5/15/14
Date



AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Sprint (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Karen Kezele
Authorized Business Entity
Representative's Name
(Please Print)

Manager, Proposal Development & Management
Authorized Business Entity
Representative's Signature

Sprint
Business Entity Name

May 16, 2014
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

See Attachment 2 for Sprint's E-Verify MOU.

Executive Summary

In response to the Jefferson County Request for Proposal for Wireless Services, Sprint has developed a proposal that will enable you to achieve your business goals and objectives as outlined in the RFP. We look forward to building a relationship with Jefferson County by offering best-in-class pricing for wireless services and continuing to provide state of the art technology with a clear roadmap for the future. We will also continue to ensure superior account support with industry leading wireless Service Level Agreements. The following summary highlights these key features of our proposal.

Trends and Challenges

Electric companies face constant challenges with critical asset tracking requirements to manage such a highly mobile and geographically dispersed workforce. We have facilitated discussions and implemented solutions around some of the key drivers in your industry:

- Employees need the ability to access critical information anytime, any place
- Growing pressure on government workers to do more with less
- Increasing need for mobility and secure, remote access to data
- Rising energy costs affect the cost to generate, transfer and deliver power to end users

We understand that electric companies are experiencing new challenges with government regulatory demands and the need for reducing carbon emissions and enhancing cyber security. Trends we are seeing in the industry include:

- Cost-effectively manage additional responsibility placed on existing workforce
- Evaluate existing operations and applications that need to be accessed via mobile devices
- Integrate advanced voice and data systems
- Implement remote telemetry and automation in both plant and distribution system operations

Sprint has evaluated and understands the objectives set forth in your RFP and we will provide our solution to meet these challenges.

Proposed Solution

With Sprint innovative mobile solutions, Jefferson County will enjoy a new level of flexibility using fewer resources, yielding greater efficiency and productivity while realizing an exceptional return on your investment. Jefferson County can obtain comprehensive communication services by leveraging our integrated wireless platforms and applications as proposed below.

Emergency Response Team (ERT)

Sprint's Emergency Response Team (ERT) specializes in short-term, rapidly deployable, highly mobile and self-sustaining solutions that provide critical communication and connectivity virtually anywhere, anytime. Our innovative **Rapid Deployment Solutions** provide an easily deployable and scalable set of voice, video and data equipment to government agencies, public safety, the military, first responder community and private corporations. Our Rapid Deployment Solutions also offers agencies programming, training and technical support in a number areas.

ERT Infrastructure Leasing (SatCOLT)

In areas where Sprint's existing network is unable to provide voice and data services, ERT can provide rapidly deployable, highly mobile and self-sustaining cell sites that extend our standard network coverage area. The

SatCOLT was designed to be rapidly deployed by a small team of trained professionals to provide the same voice and data traffic transmission capabilities as the standard COWs, but use a Geostationary Earth Orbit (GEO) satellite operating in the Ku Band instead of a T-1 or microwave connection to transmit to the permanent Sprint network.

ERT Infrastructure Leasing (IPoS)

Sprint's ERT can provide custom infrastructure quotes based on agency specifications to build IPoS Infrastructure that are leased for extended periods or on an event-by-event basis for remote or capacity needs. Additionally, Sprint's ERT can provide both temporary and permanent wireless voice and data communications solutions for requirements outside the continent of the United States (OCONUS).

ERT Professional Services

A critical component of Sprint's rapid deployment solutions is our ERT, which includes a team of communications professionals experienced in multiagency operations, military combat situations and more than 4,800 deployments.

ERT Go-Kits

With Sprint's **Rapid Deployment Solution the ERT Go-Kit from Sprint's Emergency Response Team**, agencies can keep a cache of active, ready-to deploy wireless devices, accessories and Mobile Broadband connection cards, that when deployed are ready for quick communication during an emergency, preparedness training drill or planned event.

Mobile Broadband Solutions

Sprint customers can take advantage of the most advanced wireless data solutions on one of the nation's largest and most robust wireless 3G networks, while also experiencing the turbocharged speeds and other advantages of our 4G LTE network, and now Sprint Spark, where available.

Sprint 3G offers high-speed data connectivity to more than 282.4 Million people in 18,536 cities and 1,947 airports across the nation.

4G LTE

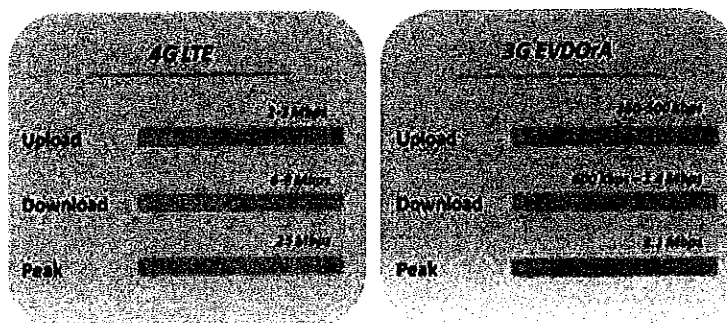
4G LTE offers next-generation wireless data service with speeds up to 10 times faster than 3G and a wide array of IP-based, unified communications services in 443 markets nationwide, covering over 225 million people.¹ Also with significantly lower latencies than 3G, Sprint 4G LTE permits migration from fixed to mobile many delay-sensitive applications, such as Voice Over IP (VoIP), video streaming, video conferencing and other business applications that Jefferson County relies on to access critical information in real time.

Faster data speeds and lower latencies

4G LTE coverage comparable to 3G coverage footprint when complete

Even more reliable connection to apps, email, internet, downloads and streaming video

¹ 4G LTE and Sprint Spark currently available in select areas /devices; check www.sprint.com/4G for Sprint 4G LTE coverage and device information.



Sprint 4G LTE represents a shift in the way people use mobile broadband. Businesses, consumers and local governments can extend their full Internet experience with turbocharged speeds and the widest array of 4G LTE devices. These speeds, combined with latencies of approximately 80 to 100 milliseconds, enable many higher-bandwidth and latency-sensitive applications:

Network. Sprint 4G LTE is designed to deliver a better data experience with faster speeds, lower data latencies, higher capacity and more spectrum. Our 4G LTE network infrastructure is prepared for great technology growth now and into the future.

Value. Only Sprint offers unlimited 4G LTE for smartphones with no data caps on usage for all you can stream, browse, email, chat, and watch.

Portfolio. Sprint provides a robust product portfolio of 4G LTE devices and services, most with dual 3G/4G capabilities.

Sprint Spark

As a result of our Sprint Network Vision network overhaul, Sprint can offer not only 4G LTE, but now a whole new era in wireless communications: Sprint Spark. Spark is a powerful, enhanced LTE network capability that utilizes three bands of LTE to create a revolutionary tri-band network experience. Given Sprint's robust spectrum and technology assets, Sprint Spark promises the technical feasibility to eventually deliver more than 2 Gbps per sector of over-the-air speed.

Sprint Spark comes to life for customers via their devices. Building on Network Vision's multimode capability, Sprint Spark is designed to accommodate all of Sprint's spectrum bands on a single device. These tri-band devices use the spectrum dynamically, transparently shifting from one band to another depending upon factors like location or the type of application being used, offering Jefferson County with the best possible customer experience:

50-60 Megabits per second peak speeds today, with increased speed potential over time

For business customers, this means unprecedented data speeds, stronger in-building signal and improved call quality & clarity

Currently available in 18 markets, Sprint plans to deploy Sprint Spark in approximately 100 of America's largest cities during the next three years

Account Team Support

Sprint provides dedicated support from tenured business representatives for all your products and services. We firmly believe local account support dedicated to providing the help you need is critical to our successful relationship with Jefferson County. In addition to your Account Team the support includes:

Dedicated Support

Solution Engineers & Solution Consultants

Migration & Implementation Teams
Industry Solutions Experts
24x7x365 Business Care Support

Augmenting the technical and financial benefits to Jefferson County, Sprint's value is enhanced through our people. We will demonstrate our ability to:

Provide a tenured, knowledgeable and responsive account team with lifecycle support for ordering, implementing and maintaining the Jefferson County relationship.

Provide dedicated, experienced engineering staff that can consult on projects, including a dedicated Solution Design Engineer, a dedicated Project Management/Implementation Manager and on-site support resources as part of our Managed Solutions offering if requested.

Conduct operational meetings to review service performance statistics, network diversity, billing, contract details and other miscellaneous issues.

Provide training on all Sprint products/services and applications.

Define specific escalation procedures and best-in-class response times.

Why Sprint

Sprint Network Vision

At the heart of Sprint's wireless strategy is Network Vision—a multibillion-dollar network upgrade to dramatically enhance voice quality, in-building coverage, and data speeds for customers across the United States. Sprint is currently deploying Network Vision with vendors Alcatel-Lucent, Ericsson and Samsung for hardware, software and services related to the deployment.

Network Vision upgrades include:

3G Upgrades: Expected improvements in our 3G network include, fewer dropped calls, stronger indoor signals, expanded coverage area and faster downloads.

4G LTE: Deployment of our 4G LTE network, offering speeds 10x faster than 3G (6-8 Mbps average downloads and 2-3 Mbps average uploads) and covering 250 million people by mid-year 2014.

Backhaul Improvements: Upgrades of backhaul network to a more efficient, scalable Ethernet connection, allowing more efficient data delivery to your mobile devices, an estimated 20x more bandwidth capacity, and increased support for new 4G LTE network technology

Improved Spectrum Usage: Implementation of multimodal basestations, allowing cell sites to mix and match spectrum and network technologies, running multiple protocols on any Sprint spectrum. Sprint's 1.9 GHz spectrum provides initial capacity and coverage for voice and data services. This initial coverage will soon be followed by 800 MHz to improve coverage and in-building penetration for all services, and 2.5 GHz to increase data capacity to support higher data demands and more users.

Sprint Spark

Sprint **Spark** is a powerful, enhanced LTE network capability that utilizes three bands of LTE to create a **revolutionary** tri-band network experience. Given Sprint's robust spectrum and technology assets, Sprint Spark promises the technical feasibility to eventually deliver more than 2 Gbps per sector of over-the-air speed. Sprint Spark comes to life for customers via their devices. Building on Network Vision's multimode capability, Sprint Spark is designed to accommodate all of Sprint's spectrum bands on a single device. These tri-band devices use the spectrum dynamically, transparently shifting from one band to another depending upon factors like location or the type of application being used, offering Jefferson County with the best possible customer experience.

Offering 50-60 Megabits per second peak speeds today, with groundbreaking potential for increased speeds over time

For business customers, this means unprecedented data speeds, stronger in-building signal and improved call quality & clarity

Sprint plans to deploy Sprint Spark in approximately 100 of America's largest cities during the next three years

Customer Experience

Sprint is constantly focused on providing the best customer service. That is why Sprint is one of the few major carriers that offers dedicated care support, one of the primary reasons for customer loyalty among business customers.

Sprint ranked #16 on the Best Companies for Leaders list – Chief Executive Magazine (Jan. 2014)

Boost Mobile cements its purchase-experience leadership role with its second consecutive first-place award Boost Mobile's J.D. Power award. Boost recently received its second consecutive highest ranking for Non-Contract Providers and its sixth J.D. Power award overall since 2011. The latest J.D. Power ranking gave Boost Mobile the highest honor for the **2013 U.S. Wireless Purchase Experience Non-Contract Study, Volume 2**. The Wireless Purchase Experience Study evaluates the wireless purchase experience of customers using any of three contact channels: phone calls with sales representatives; visits to a retail wireless store; and transactions on the Web.

June 24, 2013 - Sprint Velocity was awarded the **Telematics Update Industry Newcomer Award** further proving that the pioneering capability that helps automakers develop and market connected services for cars and passenger trucks, is making its mark. Sprint Velocity also received two prestigious awards from Pipeline magazine's 2013 COMET Innovations Awards program. COMET awards call attention to technology advancements that shape the way we communicate. Sprint was the service provider winner for Innovation in Connectivity and was runner-up in the Innovative Collaborations category.



May 22, 2013 – Sprint was voted the most improved in customer satisfaction, across all 47 industries studied, during the last five years, according to results from the **2013 American Customer Satisfaction Index**. According to the ACSI survey also ranks Sprint No. 1 in delivering the best value among national wireless carriers. Among the study's customer experience benchmarks, Sprint ranks highest in bill rating and data plan choice.



May 21, 2013 – Sprint out ranks AT&T and T-Mobile in customer satisfaction according to a report from the **American Customer Satisfaction Index**.

February 23, 2013 - Sprint continues to accumulate awards with news Monday of receiving the **2013 North American Customer Value Enhancement Award in Usage-based Insurance (UBI)**. Specifically, Sprint Integrated Insurance Solutions was recognized for providing value to auto insurance carriers, as well as their customers. Frost & Sullivan's analyst stated that Sprint has provided a complete turnkey service, enabling its clients to offer solutions with integrated devices and platforms for multiple applications. It offers customers the flexibility to partner with multiple members of the UBI value chain.



February 22, 2013 - Sprint and its no-contract brand Boost Mobile continue to solidify their positions as leaders in customer satisfaction by receiving the highest honors from J.D. Power and Associates, most recently in the **2013 US Full-Service and Non-Contract Wireless Purchase Experience Study, Volume 1**. Sprint received its fourth consecutive highest ranking among full-service wireless providers, while Boost Mobile received the highest ranking for non-contract providers for the third time in the last four study releases, making it Boost's fifth J.D. Power and Associates award overall.

May 22, 2013 – Sprint was voted the most improved in customer satisfaction, across all 47 industries studied, during the last five years, according to results from the 2013 American Customer Satisfaction Index. According to the ACSI survey also ranks Sprint No. 1 in delivering the best value among national wireless carriers. Among the study's customer experience benchmarks, Sprint ranks highest in bill rating and data plan choice.

May 21, 2013 – Sprint out ranks AT&T and T-Mobile in customer satisfaction according to a report from the *American Customer Satisfaction Index*

Market Strength and Stability

A strong, financially sound market position allows Sprint to continually invest in innovative solutions for business customers.

Fourth quarter Operating Loss improved 22 percent to \$576 million; Adjusted EBITDA of \$1.15 billion improved by nearly 40 percent or more than \$300 million year-over-year compared to combined prior year results

- Combined annual Operating Loss of \$1.9 billion
- Annual Adjusted EBITDA of \$5.4 billion grew 13 percent year-over-year

Highest-ever annual Sprint platform wireless service revenue of \$28.6 billion grew more than 5 percent year-over-year

- Fourth quarter Sprint platform wireless service revenue of \$7.2 billion grew year-over-year for the 15th consecutive quarter
- Best-ever annual Sprint platform postpaid ARPU of \$64.07

Annual retail smartphone sales of 20.5 million and a record 95 percent of quarterly Sprint platform postpaid handset sales were smartphones

Continued progress on the Network

- More than 200 million people covered by 4G LTE
- Sprint Spark™ available in 14 of the largest U.S. cities including recent launches in Philadelphia and Baltimore

Launched revolutionary new Sprint FramilySM that redefines traditional wireless family plans

As a Sprint customer, Jefferson County can be assured of receiving best-in-class service and support, as well as some of the most competitive rates in the marketplace. Upon review of Sprint's capabilities, Jefferson County will conclude our offerings are robust and offer the potential for a successful strategic partnership.

Specifications

REQUEST FOR PROPOSAL FOR CELLULAR TELEPHONES AND SERVICE

1.

Scope of Work

The intent and purpose of this Request for Proposals is to obtain competitive proposals and award a contract for wireless phone and data services for County of Jefferson Missouri . The vendor shall provide full time, daily service, support, and maintenance to all Jefferson County departments.

Jefferson County desires to have superior customer service from the successful vendor. Such service is defined as working with the Purchasing Manager to determine equipment needs, providing assistance in rectifying repair needs, providing coordination of equipment installation, and in certain cases, providing emergency use of phones.

All existing cellular phones shall be converted over to the new provider when the awarded bidder has been approved by Jefferson County Council and County Executive, as well as future purchases of new service and equipment. Jefferson County would prefer to contract with one vendor for all needs, but reserves the right to award the services to multiple vendors. Jefferson County reserves the right to increase or decrease quantities and add additional departments and divisions throughout the term of the contract.

Sprint has read and understands.

1.1

Current Services

CURRENT JEFFERSON COUNTY USER INFORMATION

Account Number	Department	Approximate Number of Lines
Account # 1	Assessor	1
Account # 2	Circuit	1
Account # 3	Public Administrator	2
Account # 4	Prosecuting Attorney	3
Account # 5	Parks	5
Account # 6	Emergency Management	2
Account # 7	Road and Bridge	33
Account # 8	Bldg, LU, PZ, CE, A/C	28
Account # 9	Administration, Executive, Council	7
Account # 10	Facilities	7
Account # 11	Auditor	1
Account # 12	Collector	1
Account # 13	Sheriff	62
HOT SPOTS	Information Technology	3
	Juvenile	1

BROADBAND	Animal Control	1
	Information Technology	2
	Emergency Management	3
	Facilities	1
	Highway Sheds	2
	Sheriff	1
TABLETS	Collector	1
	County Council	5
	Juvenile	24
	Juvenile New Day	1
	Prosecuting Attorney	2

Sprint has read and understands.

2.0

PROPOSAL PROCESS

Proposals shall consist of technical and cost proposals, vendor qualifications/experience, and references.

2.1 Technical Proposals

Technical Proposals shall contain, at a minimum, an executive summary, and fully address the questions listed below.

Please find the Executive Summary prior to the Specifications section.

Specific elements to be addressed in the technical proposal include:

A. Basic Services: Clearly explain what services are offered as part of the basic services.

Standard Wireless Features

Sprint supports a premiere cellular experience providing a full range of the industry's wireless voice features. Several voice features come standard with all rate plans, and users can customize services with optional and convenient pay-per-use features. The following features are available for all Sprint cellular subscribers. Fees may or may not apply depending on the rate plan selected.

Available Standard Features	
3-Way calling	<p>Standard feature allows users to conduct phone calls with two other callers at the same time.</p> <p>To initiate a Three-Way Call, the call initiator calls the first person.</p> <p>When the call is answered, the call initiator places the first call on hold and then dials the second number.</p> <p>When the second call is answered, the user can follow instructions on your phone's screen to initiate the Three-Way Call with all parties.</p> <p>These steps may vary slightly by phone model.</p>

Available Standard Features	
Add-a-Phone	Share minutes with family and friends on select Service Plans with the addition of Sprint Add-a-phone. Users can add up to five phones to your account.
Anytime Minutes	Anytime minutes are included in all Service Plans Anytime minutes are used from 7 a.m. to 7 p.m., Monday through Friday.
Block Pay-Per-Call Services	By default, Sprint does not complete calls to 900, 976 or similar numbers for pay-per-call services.
Other Call Blocking	Sprint offers the following call blocking options upon request: Barring of All Outgoing Calls (BOAC) Barring of all International Calls BOIC Barring of All Incoming Calls (BAIC) Sprint does not offer selective call blocking on a per-number basis.
Call Delivery	All calls to Sprint phones are delivered automatically anywhere Sprint provides service (no additional PINs or passwords required). Dual-band Sprint devices are required to make and receive phone calls while roaming on Sprint partner networks outside the Nationwide Sprint Network.
Call Forwarding	Sprint offers? Call Forwarding Unconditional (CFU),? Call Forwarding on Mobile Subscriber Busy (CFB), and Call Forwarding on No Answer (CFNA)
Call Restrictions	Control costs by restricting specified handsets from making and/or receiving cellular calls, while still allowing users to place push-to-talk calls
Caller ID	Allows you to Identify and prioritize incoming calls. Sometimes referred to as Calling Line Identification Presentation (CLIP) or Connected Line Identification Presentation (COLP)
Caller ID Block	Protects your privacy by restricting who sees your phone number. Sometimes referred to as Calling Line Identification Restriction (CLIR). Sprint offers this on a per-call basis via *67 or can block it permanently for a number upon request.
Call-Waiting	Ensures important calls get through while you are on another call
Emergency Calls	Contact 911 from anywhere within the Nationwide Sprint Network
Minute Pooling	Several rate plans allow subscribers within the same account to share minutes avoiding overage charges
Mobile-to-Mobile	Make and receive calls from Sprint subscribers without using your anytime minutes
Nationwide Long Distance	A variety of local and national rate plans include long distance calling for no additional charge Sprint deducts minutes utilized for long distance calls from your monthly rate plan allotment of cellular minutes
Nights & Weekends	Nights and weekends start times begin at 7 p.m. for all rate plans, optional rates available for earlier start times.
Non-emergency Calls	Report traffic accidents, motorist problems, careless drivers or other non-emergency incidents using special dialing
Roaming	Place and receive calls, check voicemail while off the Nationwide Sprint Network
Telecommunications Relay Services (TRS)	Enables communication with those who have hearing and/or speech impairments There is no additional charge for this service but minutes deduct from your rate plan's monthly allotment of cellular minutes

Available Standard Features	
Voicemail	<p>Voicemail answers your calls and takes messages when you are not available</p> <p>Any unanswered call to your Sprint phone is automatically transferred to voicemail, even if your phone is in use or turned off</p> <p>Voicemail is included at no extra charge with every Sprint phone and Service Plan</p>

- B. Additional Services:** Clearly explain what additional services are offered with associated costs. Understand that preference shall be given to vendors proposing the following features at no charge and airtime free to the Customer:

Service Activation, Call Forwarding, Call Waiting, 3-Way Calling, Detail Billing, Caller ID, and Voice Mail Retrieval.

Service activation, Call Waiting, 3-Way Calling, Detail Billing, Caller ID, and Voice Mail Retrieval are all included features.

Enhanced Wireless Features

Sprint supports a premiere cellular experience providing a full range of the industry's wireless voice features. The following is a partial listing of Sprint's enhanced wireless features:

Available Enhanced Features	
Call Forwarding (Conditional & Unconditional)	<p>All Sprint price plans include conditional (no answer/busy) call forwarding (*73,*74,*28).</p> <p>Unconditional (immediate) call forwarding (*72) will still remain \$0.20/minute</p>
Sprint Direct Connect	<p>Sprint Direct Connect delivers a definitive, "gold standard" push-to-talk experience, with all of the essential features users want and depend on.</p> <p>Built on cutting edge technology, Sprint Direct Connect goes far and beyond traditional push-to-talk, with advanced features to deliver enhanced functionality.</p> <p>Sprint Direct Connect goes where push-to-talk has never been before, with powerful next-generation features available nowhere else.</p>
Directory Assistance	<p>Operators provide White and Yellow Page listings, nationwide call connection, entertainment schedules, reservations, listings and driving directions.</p>
Enhanced Voicemail	<p>Receive messages when you are on another call, away from your handset, or outside our nationwide network coverage:</p> <p>Message Waiting Notification – Notifies you know when you have messages</p> <p>Voicemail Forwarding</p> <p>Extended Absence Greetings – Notify callers you are away</p> <p>Urgent Message – Messages marked urgent will be played</p> <p>Numeric Paging – A secondary option for incoming callers(Sprint only)</p> <p>Group Distribution Lists</p> <p>Privacy Notification – Marks your message so it cannot be forwarded</p>
Google Wallet	<p>Google Wallet is a phone application that makes NFC enabled Android phones work as wallets, so users can pay more conveniently, securely and save wherever PayPass terminals are available. With Google Wallet, users can store their credit cards, gift cards and loyalty cards without the bulk of traditional wallets.</p>
GPS Services	<p>Onboard Autonomous Global Positioning System (GPS) for pinpoint self-location that works even when out of Sprint's coverage area</p>
Group Connect	<p>Contact up to 21 other Sprint users anywhere on the Nationwide Sprint Network</p>

Available Enhanced Features	
International Direct Connect	International Direct Connect services
International Roaming	Sprint Worldwide offers an easy way to make and receive calls and access your voicemail throughout the world using your same Sprint number in more than 150 countries
Sprint Family Locator	Sprint Family Locator allows parents to see the location of their children (by locating the child's phone) on a virtual map and set safety checks that tell them if their child is at a location at a specific time (i.e. home from school at 3pm).
Sprint Mobile Sync	Sprint Mobile Sync offers customers on the Nationwide Sprint Network quick and easy access for managing and backing up their wireless phone address books.
Sprint Mobile Urgent Alerts	<p>Notifications of location information if available.</p> <p>Notifications can be sent to one or many.</p> <p>The phone will chirp every second for 3 seconds before the notification is sent to prevent false notifications from being sent.</p> <p>Notifications can be delivered in a variety of formats including text, voice call to landlines and mobile devices, email and fax.</p> <p>Price is \$1.99 per month per user and is billed by Sprint</p>
Sprint to Home	<p>With Sprint to Home, you get unlimited calls between your home and wireless phones without using any of your wireless phone anytime minutes</p> <p>Free for users with Sprint LD plan, for users w/o LD they can sign up Sprint to Home for an additional \$5/month</p>
Sprint Premium Services	<p>Sprint users can stay plugged in and entertained no matter where they are with Sprint Premium Services such as</p> <p>Downloadable games, ringtones and screensavers and other applications</p> <p>Full track songs, Call Tones, and multimedia channels</p> <p>Business related Java applications</p>
Sprint Workforce Locator	Sprint Workforce Locator is Sprint's own business application providing customers the ability to locate, provide directions, communicate and find local resources for their mobile field workers.
Text to Landline	<p>Users can send a text message to a wireline phone at standard domestic text messaging rates.</p> <p>Text messages are converted to voice messages can be sent to any wireline phone in the United States, Puerto Rico and the US Virgin Islands.</p> <p>There is no difference from a Text to Landline sent from any other Sprint phone.</p>
Text to 911	The Text to 911 services will provide the ability for a customer to send text a message to 911 in the event they cannot call.
Third Party Applications	Choose from any number of add-on products to enable your employees to stay productive.
Visual Voicemail	<p>Visual VM allows you to visually see who left you messages,</p> <p>listen to them in any order</p> <p>pause or fast forward and rewind them while they are being played,</p> <p>you can lock important messages so you do not delete them by mistake and forward them to email</p>
Video Mail	Users can capture unexpected moments with 15-second video clips that you can see and hear.
Voice SMS	A simple and fast way to communicate when typing is not an option

Available Enhanced Features	
Web Access	Sprint's Restricted/Unrestricted Web Access feature allows primary account holders to manage access to the open Internet for all plans on the account This feature can be used by parents who wish to manage their children's access to the Internet

Jefferson County is also looking for this consideration for the following features as well:

Ability to Restrict Phone Numbers

Blocking Services and Features²

To meet the needs of many business and public sector customers, Sprint offers a variety of options for blocking services, features or web content. Generally, blocking requests fall into three categories:

- Blocking services
- Blocking downloads and other re-billable services
- Blocking websites and inappropriate content

The following Sprint capabilities and policies are outlined for each of these areas.

Blocking Services

To meet the needs of Jefferson County to control your employee's usage of Sprint-provided services, Sprint can block the following services:

Voice calls. If Jefferson County does not want to enable voice calling, a block can be placed on incoming and/or outgoing calls. Some phones do allow blocking incoming/outgoing calls to contacts that are only in the address book, and a free web application to push those contacts to those phones wirelessly. Another process may allow preloading the address book prior to shipping from the warehouse on some phones, and locking that Limit Use permissions in the phone. Another option for allowing only up to 50 numbers incoming/outgoing is through MySprint account, selecting phones to limit use on, and filling in the phone numbers to allow calls to/from.

Internet Access. By default, if Jefferson County does not purchase a data plan, a user can still use Internet services from their data-capable phones, and this usage is billed on a per-usage (per-kilobyte) basis. However, this feature can be blocked entirely upon request so the user cannot incur these charges even if their devices are data-capable.

SMS or MMS Text Messaging. By default, if Jefferson County does not purchase a bundle of or unlimited text messaging, a user can still send and receive text messages, and this usage is billed on a casual (per-message) basis. However, this feature can be blocked entirely upon request so that Jefferson County employees cannot send and/or receive text messages and therefore cannot incur these charges.

Directory Assistance (411) Restrictions. There is no method for the Nationwide Sprint Network to restrict 411 for individuals. 411 restrictions can only be handled on the device.

² International calls are blocked by default.

For feature phones: Under "Settings" under the "security" option, set password to allow only address book contacts to be contacted.

Voicemail. Sprint Voicemail cannot be blocked by itself. As part of an Integrated Office solution though, which also allows control of incoming/outgoing voice calls, all unanswered calls could be routed to another number for either answer or voicemail.

Blocking Downloads and other Re-billable Services

Sprint automatically blocks premium downloads on Corporate Liable accounts, while leaving Internet access intact for all other uses. Also, premium message blocking is done on CL accounts automatically.

Re-billable calls to 900 and 976 numbers are blocked by default for all Sprint customers.

Blocking Websites and Inappropriate Content

To meet the needs of Jefferson County in your efforts to police the Internet use of your employees and prevent access to inappropriate content, Sprint offers the following alternatives:

Sprint Data Link. For users of Sprint Data Link, all Internet traffic is routed back through the Jefferson County LAN. Thus, you would be able to police web usage with the same mechanisms you use today for your employees that are on site.

In addition to the Sprint controlled blocking options listed above, there are a number of third party EMM (Enterprise Mobility Management) solutions that can enhance or replicate these blocking capabilities. For example Sprint MDM partner solutions.

Jefferson County also requires data and text messaging plans, as outlined in the summary of current services.

The recommended rate plans offer data and text messaging options.

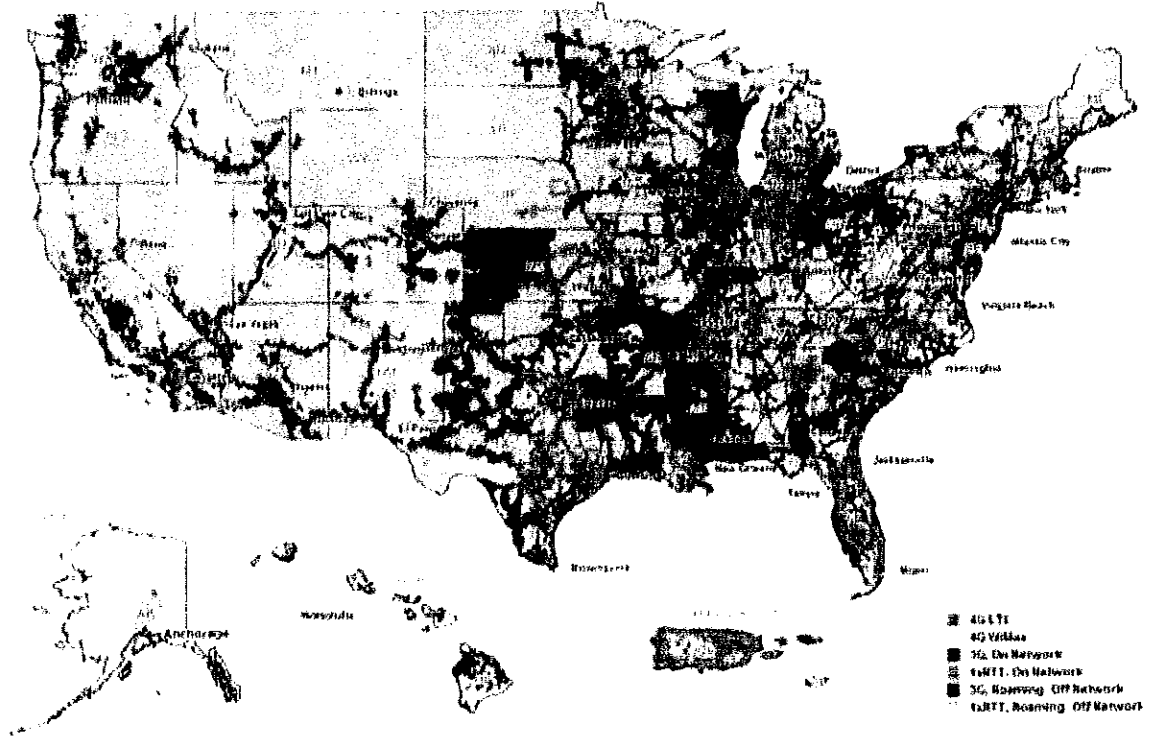
C. Coverage: Clearly describe and provide illustration of the area for which coverage is provided without additional charge. Provide propagation charts of areas of coverage for Jefferson County to allow detailed evaluation of immediate area signal strength and coverage. Provide a general coverage map of Missouri and explain how service is obtained if an area is not covered by the offering service provider.

The Nationwide Sprint Network is built on a single, digital technology, allowing Jefferson County employees to expect the same features and consistent service levels almost anywhere they travel on our nationwide network. Nearly this entire network now provides 3G voice and data service. WiMax and LTE use very similar state-of-the-art radio technologies to deliver several times the transmission capacity of 3G wireless services.

Including roaming and partner networks, Sprint's wireless voice and data coverage is currently available to over 282.4 Million people in the United States, including Puerto Rico and the U.S. Virgin Islands. Across the country, the Sprint 3G Network reaches 18,536 cities and 1,947 airports.

The following map of the continental U.S. shows Sprint coverage across the country and whether the coverage is provided by Sprint or a roaming partner. It also shows where the data coverage is 3G, 4G, other data coverage. 4G areas also have 3G coverage.

Nationwide Sprint Network Coverage



Our coverage maps provide high level estimates of our coverage areas when using your device outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science.

There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your wireless device, structures, buildings, weather, geography, topography, etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Services that rely on location information, such as E911 and GPS navigation, depend on your device's ability to acquire satellite signals (typically not available indoors) and network coverage. E911 services also depend on local emergency service provider systems and support. Estimated future coverage is subject to change. Although the map depicts roaming, roaming is included with our rate plans, with the exception of Month to Month Rate Plan. Voice/Data Usage Limitations: Sprint reserves the right, without notice, to limit throughput speeds, and 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: 300 megabytes or a majority of kilobytes. Prohibited network use rules apply www.sprint.com/termsandconditions.

Population Covered

The following statistics are for total population covered in the United States, including Puerto Rico and the U.S. Virgin Islands:

- 4G LTE: over 225 million people
- Total Voice and Data (without roaming): 279.9 million people
- Total Voice and Data (with roaming): 316.8 million people
- Sprint 3G Data (without roaming): 277.8 Million people
- Sprint 3G Data (with roaming): 316.8 Million people

Square Miles Covered

The following statistics are for total square miles covered in the United States, including Puerto Rico and the U.S. Virgin Islands:

4G - LTE: 373,856 square miles

Total Voice & Data (without roaming): 835,761 square miles

Total Voice & Data (with roaming): 2,667,683 square miles

Sprint 3G Data (EVDOa): 816,106 square miles

Total 3G/4G Voice and Data (includes roaming): 2,994,179 square miles

Cities and Airports

Across the country, the Sprint 3G Network reaches 18,536 cities and 1,947 airports.

Coverage should include the counties of: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, St. Charles, St. Louis, as well as the city of St. Louis. County Departments are on emergency call out, therefore phone service CANNOT be interrupted unless county is notified 72 hours in advance. All services must be provided 24 hours per day, 7 days a week including nights, weekends, and holidays.

Coverage maps are included in *Attachment 3* at the end of this proposal.

Sprint respectfully takes exception to the request for **"uninterruptible service be provided 24-hours/7-days to Jefferson County"**. There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your wireless device, structures, buildings, weather, geography, topography, etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Sprint's core wireless telecommunications network is comprised of elements which are specified for 99.997% reliability. This telecommunications carrier-grade infrastructure helps assure customers have access to data when it is needed. The health of all core elements is constantly monitored. Failures are detected through extensive low-level TCP socket tests, specific protocol tests, and heartbeat monitors. When one element fails, the element is removed from the load-balancing resource pool and alerts are sent to the control center. This ensures maximum availability of the core network as every element is redundant. Sprint is also prepared for a large-scale outage affecting an entire geographic area (1/12th of the nation). In this case, both mated pairs for a given element or all elements may be down. When such an event occurs, an entire distribution site is seamlessly switched over to another distribution site.

In addition to redundancy in the network, local market managers maintain portable generators to power cell sites in the event local commercial power fails. And most Sprint switch sites are constructed to a "building within a building" plan to provide additional protection. All switches are provided with battery backup and permanent, on-site generators with a minimum of 48 hours of fuel. Sprint cell sites have a standard of 4 hours battery standby in case of commercial power failure, and we have permanent generators on location at some towers that we own. These generators engage immediately on loss of commercial power and typically have enough fuel to run for 4-5 days without refueling.

In many cases, the Sprint network is more reliable than local phone service because the network does not rely on local power sources and uses T-1 (or higher) based circuits for transport. As long as a cell site is in service and has connectivity to a switch, both voice and data services are supported. In a major emergency, highest-traffic areas receive priority status for the deployment of portable generators.

D. Catastrophic Emergency Services: Discuss carrier's plan to support Jefferson County the Customer during any natural disaster or other catastrophic event. Vendor shall also show satisfactory proof of the system's reliability in inclement weather conditions. Will Jefferson County be entitled to Wireless Priority Services, and are there any costs associated with this service? Does the vendor have infrastructure in place to keep towers "on" in the event of power outage during a catastrophic event? If not, please explain how vendor will ensure that Jefferson County will not lose wireless services if a catastrophic event were to occur.

Sprint's Business Continuity Office (BCO) has developed Business Continuity Teams of which the Enterprise Incident Management Team (EIMT) and Emergency Response Teams³ (ERT) are a part.

The Enterprise Incident Management team convenes quickly to provide the logistical support required to respond to and recover from an incident in an expeditious manner. Once an event has been declared a disaster, the EIMT transitions to an Incident Command System (ICS) structure Sprint utilizes as a recognized response system for providing restoration of the network and critical business process recovery. During a disaster, the EIMT has the most status regarding internal response and recovery efforts. Sprint's ERT is a customer facing team that provides services to communities and government agencies in need of temporary communications, providing priority access and handsets during widespread events.

In the event of emergencies, such as natural disasters or attacks, Sprint is prepared to assist not only traditional emergency responders like police, fire and emergency medical services (EMS), but also utilities, disaster-relief workers and government agencies at the federal, state and local levels.

Sprint Emergency Response Team

Sprint maintains an Emergency Response Team (ERT) to establish self-supported, interoperable mobile communications for public sector and enterprise users when agency and corporate networks are destroyed, overwhelmed or otherwise unavailable. Sprint ERT personnel use a system of Satellite Cell Trucks (SatCOLTs) to deploy wireless sites, which once deployed are technically and functionally indistinguishable from any other base station transmitter in the Sprint network. For over a decade, first responders and corporations at every level have relied on Sprint ERT as the communication provider for their emergency, special event and short term communication needs.



With over 5,600 deployments and counting, the Sprint Emergency Response Team has worked for over 700 public sector and enterprise agencies across the country in support of presidentially declared disasters, national security incidents, field training exercises, dozens of hurricanes and many other major events.

The Emergency Response Team has established itself as a leader in rapid deployment solutions that ensure continuous communications with 24x7 support. Using SatCOLTs and SatIP assets, cellular and

³ CUSTOMER SERVICE (our ERT Hotline is staffed 24x7x365)

Service, user support, program information, and requests for Sprint's Emergency Response Team available by calling 1-888-639-0020 (GETS: 254-295-2220) or ERTRequests@sprint.com

IP-based communications are quickly restored and temporary phones provide immediate communications, situational awareness and location-based services.

ERT also establishes field emergency operations centers or mobile offices, even in remote or dangerous environments. Sprint deploys SatCOLTs to instantly relay vital information over Sprint's secure networks.

- *Cellular Site Disaster Planning:* Sprint's priority site restoration plan focuses resources and speeds recovery partly by making sure that existing infrastructure is operating properly under normal circumstances and by having a reaction plan for abnormal circumstances. To accomplish this, Sprint has implemented a detailed preventative maintenance program on all site hardware to insure all systems and redundant equipment is in proper working order. Sprint sites are equipped with battery backup. This is often enough time to deploy a generator until the power can be restored. Sprint maintains a fleet of mobile generator sets, which can be deployed to all Sprint service areas.
- *Cellular Network Disaster Planning:* The Sprint wireless networks consist of multiple circuits on various combinations of copper, fiber, and microwave radio systems. Most of our hub locations are placed on their SONET bi-directional fiber rings. These rings significantly reduce the chance of network failure due to cable dig ups, equipment failures, or other potential causes of service interruptions. Sprint's radio network provides significant overlapping coverage areas throughout our market areas, which often allow cell sites to fully or partially compensate if a single neighboring cell site is inoperative. Also in an effort to minimize service impact when a site is down, Sprint maintains a fleet of "Cell On Wheels" (COWs) devices, which are portable and self-contained cell sites. These COWs can be deployed to restore coverage from a damaged site or provide additional capacity in the immediate vicinity of an incident.
- *Switch Locations Disaster Planning:* Sprint has implemented a distributed architecture for interconnection redundancy utilizing dual fiber facilities at all of our switch locations. These main switch locations currently have battery backup as well as permanent generators. In addition, site recovery plans have been developed for all major switch locations, prioritizing available options for relocation, and ensuring agility when faced with disaster recovery issues.
- *Network Performance Management:* The performance of Sprint's networks is monitored 24 hours a day, 7 days per week, 365 days a year by the Network Monitoring Centers (NMCs). In addition, local switching offices staffed by trained technicians and management coordinate with these larger operations centers, to ensure that Sprint's networks are properly maintained and network performance is at expected levels.

Wireless Priority Services

Jefferson County can apply for Wireless Priority Service (WPS) via the Federal Office of Emergency Communications (OEC), (formerly the National Communications System, NCS). This process is a federal mandate and must be followed for all carriers / applicants. Upon acceptance of service justification, the OEC will notify the end user (agency) and will notify Sprint (carrier) of the approved lines for service. There is a nominal monthly fee of up to \$4.50 per user and .75 cents when service is invoked, these fees are set forth by the OEC. The OEC also governs GETS and TSP priority communication services. For more information: <https://www.dhs.gov/wireless-priority-service-wps>

WPS Pricing and Billing

The customer set up, monthly and usage charges are determined by the DHS.

The customer can go to <https://www.dhs.gov/wps-costs> for basic cost structure.

All charges are billed through Sprint and will show up on their monthly statement.

The charge is labeled as Wireless Priority Service.

WPS call details display as WP.

Additional billing questions are referred to the Public Safety Care Support Line at 866-691-6191.

ERT's Rapid Deployment

Sprint ERT manages, maintains, and deploys satellite backhauled infrastructure to ensure rapidly deployable communications. Sprint ERT offers contractual service levels to clients and agencies wanting to ensure their own continuity of operations above and beyond regular network reliability. Sprint ERT can deploy voice and IP over satellite services to provide coverage and data for incident management, remote area operations or special events.

ERT infrastructure solutions are designed to provide secure Voice, Video, or IP services over satellite backhaul. The assets that make up the infrastructure inventory are self-sustainable and are impervious to the need for terrestrial connectivity. The Sprint Emergency Response Team **SatCOLT (Satellite Cell on Light Truck)** is a mobile communications vehicle offering cellular voice, Push-to-Talk (PTT), and mobile broadband services, as well as high speed, mobile IP data services (wired & wireless). The SatCOLT is capable of enhancing communications in an existing Sprint service area or provide service in a remote region where there is no existing infrastructure.

Sprint ERT also manages an equipment rental program. Short-Term Communication Phone Rentals - when you need additional Sprint devices during disasters, business continuity operations, recovery efforts, field training exercises or during pre-planned events, the ERT has an inventory of over 15,000 devices available for short-term rental.

ERT has deployed in support of over 5,200 deployments supporting federal, state and local public safety, law enforcement, military and enterprise organizations; including 40 Presidential declared disasters since 2001. Please contact Sprint ERT for detailed discussion about your needs, capability matching and pricing proposals, ERTrequests@sprint.com.

Please address each of the following options separately:

OPTION A: Government Nation Pooled Standard (Non-smartphones)
Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

Besides the pooled voice plan it must include a pooled data plan by account.

Describe your plan:

Pro Pack 400 Bundle

- Includes FREE Nights and Weekends starting at 7pm
- Includes UNLIMITED mobile to mobile
- Includes \$0.25 call overage fee
- Includes UNLIMITED Text messaging
- Includes UNLIMITED Data
- Includes \$0.25 Data roaming > 300 MB

Minutes Per Pooled Plan:

400 minutes

Minutes Per Phone:

400 minutes with pooled plan

Cost Per Pooled Plan: \$ 49.99

Cost Per Line: \$ 49.99

Cost Per Additional Line: \$ 49.99

Phone Models and Cost:

Model: Kyocera Kona \$ FREE

Model: Kyocera Verve \$ 19.99

Model: _____ \$ _____

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Customer will need to install an App called IBM Notes Traveler to access their Lotus Notes email.

For Android: <https://play.google.com/store/apps/details?id=com.lotus.sync.traveler>For iPhone: <https://itunes.apple.com/us/app/ibm-notes-traveler-companion/id346633404?mt=8>

Plan: _____ Smartphone Pro Pack Bundles _____

Cost Per Pooled Plan: \$ _____ 59.99 _____

Cost Per Line: \$ _____ 59.99 _____

Cost Per Data Package: \$ _____ N/A _____

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails)

- Includes 400 minutes to pool with other plans _____
- Includes FREE Nights and Weekends starting at 7pm _____
- Includes UNLIMITED mobile to mobile _____
- Includes \$0.25 call overage fee _____
- Includes UNLIMITED Text messaging _____
- Includes UNLIMITED Data _____
- Includes \$0.25 Data roaming > 300 MB _____

Phone Models and Cost:

Model: _____ Samsung S4 _____ \$ _____ 149.99 _____

Model: _____ Samsung S5 _____ \$ _____ 199.99 _____

Model: _____ Samsung Note 2 _____ \$ _____ 99.99 _____

Model: _____ HTC One Max _____ \$ _____ 249.99 _____

Model: _____ LG Flex _____ \$ _____ 249.99 _____

Model: _____ iPhone 5C 16GB _____ \$ _____ 49.99 _____

Model: _____ iPhone 5 16GB _____ \$ _____ 99.99 _____

Model: _____ iPhone 5S 16GB _____ \$ _____ 149.99 _____

Any additional costs \$ _____

Describe additional costs: _____

Sprint

JEFFERSON COUNTY'S
RFP: Cellular Telephones And Services

Sprint Buyback

With over 130 million cell phones discarded every year, left in junk drawers or worse, in landfills, it's no wonder Sprint has made The Sprint Buyback and other phone recycling efforts a priority. Sprint wants to put these devices back to work by refurbishing and reintroducing them to the market, often in developing countries or by disassembling and recycling them for materials such as metal and plastic. Compass Intelligence ranked Sprint No. 1 overall for its Buyback program among national carriers for the last two years in a row.

Sprint recognizes the key role we can play in collecting retired products from customers for reuse and recycling. Our actions have been recognized as industry-leading. Reuse and recycling helps to conserve resources, reduce greenhouse gas emissions and prevent air and water pollution. Sprint is the first and only U.S. national wireless carrier to set specific goals for device recycling. On Earth Day 2013, Sprint recycled 103,582 cellular phones, making a Guinness World Records record for the most cellular phones recycled in one day. With your help, we're pledging to collect an amount equal to 90% of what we sell per year by 2017.

It's good for Sprint customers:

- Up to \$300 credit for eligible devices from any carrier, available instantly in-store.
- Sprint gave more than \$100 million in credit to customers in 2012 alone.
- Any device ineligible for buyback can be recycled through Sprint Project Connect
- Both programs offer free shipping online and are available in over 3,500 Sprint-branded retail stores. Sprint also offers helpful reminders when customers buy a new device.

It's good for the environment:

- Sprint reclaimed nearly 11 million devices in 2012.
- E-waste – the fastest growing waste stream in the U.S. – is alleviated.
- For every one million mobile phones that are reused vs. recycled, 40 million kWh of electricity is saved – enough to power more than 3,000 U.S. homes for a year.

It's good for business:

- Sprint's commitment to reuse and recycling has led to \$1 billion of cost avoidance.
- Sprint is halfway towards our 2017 goal of reclaiming nine devices for every 10 sold.

Customers can take their unwanted phones to one of the more than 3,500 Sprint-branded retail stores nationwide, participate via the program's Web site (www.sprintbuyback.com), or call the toll-free hotline (866-364-5680). Shipping is free.

Sprint Buyback Program Details

The Sprint Buyback program gives our corporate liable customers the opportunity to earn credit when recycling an old device.

Our Buyback program for Corporate Liable devices provides BAN level credit on the Jefferson County account for all *eligible* devices. We recommend Corporate Liable customers use the www.sprintbuyback.com/crp website. Quotes generated on the site are valid for 45 days. Or the Account Manager can support in providing buy-back quotes on equipment.

Help the environment and save:

We repurpose or recycle all of the devices that are sent back to the Sprint Buyback Program

Select devices go to the Sprint Project Connect which helps fund and promote free Internet safety resources for kids

Devices which cannot be reused are responsibly recycled

Over 40 Million wireless devices have been collected to date

Swiping Devices of Customer Data

The protection of customer data is of paramount importance within all of Sprint's programs used for equipment device processing. Sprint follows standard industry practices to remove and/or erase information stored on a device by the former user. Original equipment manufacturers (OEMs) provided tools are applied to the largest extent possible and quality assurance efforts are fully utilized to guard against unforeseen issues. The devices are data cleansed, disassembled, inspected, and repaired/refurbished to strict OEM specifications. **Data cleansing activities are a central focus.**

Sprint and our contracted suppliers comply with all applicable laws and regulations in performing services relevant to the disposal of mobile phone equipment. Sprint requires our downstream remanufacturing and recycling partners to hold used electronic, environmental, and health and safety management certifications. All of Sprint's electronics recycling vendors are certified as meeting one of the following three options for standards:

Option A:

- Responsible Recycling (R2)
- ISO 14001 Environmental Management System
- OHSAS 18001 Health & Safety Management System
- Acceptable alternatives include: OSHA Voluntary Protection Programs (VPP) or OSHA Safety & Health Achievement Recognition Program (SHARP)

Option B:

- R2 / RIOS

Option C:

- e-Stewards

OPTION C: Hot Spots

Approximately: 4 devices

Plan:Mobile Broadband 3G/4G Unlimited**Cost Per Line:** \$ 37.99**Cost Per Data Package:** \$ N/A**Specify data packages:****Hot Spot Models and Cost:****Model:** Novatel MiFi 500 LTE \$ 49.99**Model:** NETGEAR Zing Mobile Hotspot \$ 49.99**Model:** \$

OPTION D: Broadband

Approximately: 10 devices

Data Plan:Mobile Broadband 3G/4G UnlimitedCost Per Line: \$ 37.99Cost Per Data Package: \$ N/A

Specify data packages:

Model: NETGEAR 341U USB \$ 19.99**OPTION E: Tablets**

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan:1GB pooled (pools with like plan) 2GB pooled (pools with like plan)Cost Per Data Plan: \$ 19.99 (1GB) \$25.99 (2GB)Cost Per Line: \$ 19.99 (1GB) \$25.99 (2GB)

Specify what data package includes:

Data overage \$15/GB; data roaming >100 MB = \$0.25MBModel: iPad Air 16GB \$ 529.99

2.2 Cost Proposals

Cost Proposals shall include the following:

Costs for basic services and pooled services (for Voice, Text and Data services).

See above pricing.

Costs for wireless data (air cards). Please provide costs for both 3G and 4G networks and include information about whether data plans are unlimited or metered/throttled, and provide these specific intervals.

See above pricing.

Plan options (i.e. # of minutes, pooling minutes, etc.)

See above pricing.

Time frames for peak vs. off-peak (night & weekend minutes). Are off-peak minutes included at no additional charge?

Unlimited Night & Weekend Minutes are a standard feature on most of our currently offered voice plans, providing Jefferson County employees' unlimited minutes to use Monday-Thursday 7 p.m.-7 a.m., and 7 p.m. Friday-7 a.m. Monday local time. Night & Weekend Minutes are used first during these times, reserving Anytime Minutes for peak-time usage.

What mobile-to-mobile minutes are included as part of the basic service plans?

Unlimited mobile-to-mobile minutes are included.

What is the charge for airtime usage when travelling out of the United States?

With Sprint international Roaming, Jefferson County can enjoy a flat-rate billing structure that bills the same rate for all calls placed and received from a given country, regardless of call destination. Whether calling to a local number within the country you are visiting, calling back to the US, calling to another country or receiving a call, all calls are billed at the same rate for the country you are in.

Voice rates are per minute and are rounded up to the next minute. Check www.sprint.com/swwww and www.sprint.com/international for current rates and coverage prior to travel. Sprint coverage and rates subject to change at any time without notice, and rates change frequently. Thus the web application is provided rather than a table, which would likely be outdated before a contract is signed.

Before Traveling

Before traveling outside of the U.S. for the first time, Jefferson County users should request international wireless services (voice and/or data) be enabled. Users can request international services via chat or email from <http://www.sprint.com/swwwwsupport> or by calling 1-888-226-7212.

International Texting

Sprint offers text messaging for customers with Sprint devices while roaming internationally nearly everywhere that voice service is available. Texting while roaming internationally allows Jefferson

County employees with Sprint devices to send and receive texts the same as they do from home while they are traveling abroad.

Sprint Worldwide Customer Care

Sprint Worldwide Customer Service specialists are a dedicated Customer Service team available to enable international service on a new or existing phone and can assist you with all of your international roaming equipment and service needs. Jefferson County employees can connect to Sprint Worldwide Customer Solutions free of charge on your Sprint wireless phone.

What is the cost for data usage when travelling outside of the United States?

Users can benefit from data access while roaming onto partner networks, which allow you to stay connected to the web, email, calendar, applications, and more.

Wireless data roaming is available through a combination of technologies (CDMA, GSM, WCDMA/UMTS).

International data usage can be billed per kilobyte of data or users can choose from several Sprint International Data Pack Add-Ons for Smartphones, Mobile Broadband, Tablets and Mobile Hotspot. The Data Pack Add-on's offer monthly data allowances for international data roaming usage.

Does the carrier provide an unlimited usage plan and what services are included in said plan?

Yes, we offer the Pro-Pack Unlimited for a monthly recurring cost of \$69.99

- Includes UNLIMITED minutes to pool with other plans
- Includes FREE Nights and Weekends starting at 7pm
- Includes UNLIMITED mobile to mobile
- Includes UNLIMITED Text messaging
- Includes UNLIMITED Data (Includes \$0.25 Data roaming > 300 MB)

Actual prices of available phones, cases and chargers. Broad listing of air cards, basic phones and smartphones.

Please see Attachment 4 of this proposal.

Vendor shall list any additional pieces of peripheral equipment which come standard with the service.

Standard accessories are packaged with Sprint handsets (e.g. battery and charger). Additional accessories are also available that offer optimum convenience in using your Sprint device. Sprint carries a full line of latest technology accessories. Accessories for corporate-liable phones are ordered through your Account Representative.

Data & Memory



Chargers & Batteries



Headsets & Speakers



Car Kits



Carry & Protect

**Data and Memory**

Sprint offers accessories to enhance your communication experience including SanDisk Mobile Ultra MicroSD Memory cards from 4GB to 32GB. Memory cards let you download more data, photos music and video quickly and easily. High performance memory cards provide ultra-fast and convenient, high-capacity solutions to shorten the time you spend managing data on your phone.

**Chargers and Batteries**

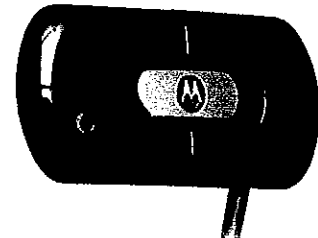
Sprint offers additional charger options for your devices. The Motorola P4000 Universal Portable Power Pack is light-weight and ultra-slim and provides up to two full phone charges. The Motorola P4000 can charge many devices with its built in micro-USB cable, and most others with its standard USB charge port. Charge up to two USB devices at the same time and you can even use your device while it charges.

These accessories give you choices for charging your devices, in addition to the standard chargers that are included when you purchase your device. Sprint also offers extra batteries for most devices to give you additional flexibility.

Headsets and Speakers

We offer a variety of headsets in many colors and styles to fit your device and your personality. Please check headset availability for your specific device. Headset features may include:

- Behind-the-ear design for maximum comfort.
- Noise cancellation and wind reduction microphone.
- Built-in controls for answer/end, volume and mute.
- Color selection.
- Boom microphone for optimal voice pick-up.
- Desk stand and portable case.
- Headset controls for last number redial, call hold, and call rejection.

**Car Kits**

Sprint offers portable and installed hands-free kits for most handsets. Options include portable car kits equipped with removable visor clip, a vehicle power adapter and rechargeable battery allowing additional talk time. Other options include having a professional certified installation technician

install a cellular phone cradle mount to your vehicle's dashboard or console. Sprint offers several varieties of vehicular hands free solutions. Depending on the handset type, solutions include:

Portable (no-installation) wired and wireless Bluetooth versions.

Professional installation (handset-specific cradle type) and professional installation Bluetooth hands free solutions.

Nationwide installation labor program using a contracted network of Sprint approved installers.

Carry and Protect

Get all the necessities you need for your device to carry and protect it including:

Universal Screen Protectors

Belt Clips and Holsters

Carrying Cases and Pouches in nylon, leather and eco-friendly options



Personalization

Set yourself apart by choosing a skin that reflects your tastes and personality. Choose from a wide selection of designs from professional sports leagues, entertainment, colleges, fashion and more. Skins are available for many Sprint phones, MP3 players, laptops, gaming devices and digital cameras. Check compatibility for your device.

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

Vendor shall list all optional equipment available.

Please see Attachment 4 of this proposal.

List any additional services available and the monthly fee for each.

The following charges may apply to the monthly invoice of Jefferson County. Sprint will honor any valid and properly executed tax exemption certificates provided by Jefferson County.

Fee	Amount
One-Time Fees	

[Handwritten signature]

Fee	Amount
Account Set-Up/Activation fee	Waived per WSCA
Shipping and Handling Fees	Waived per WSCA
Termination Fee (for Terminations prior to 20 months active service)	Waived per WSCA
Equipment Upgrade & Replacement Fee – IL only (Does not apply to web sales)	\$18 per Unit Maximum Fee \$150 per Order
Wireless Local Number Portability (WLNP)	
Transferring current cellular phone numbers to Sprint handsets	No Charge
Per-Use Fees	
Directory Information (411) fee	\$1.99 per call, plus airtime
Call Forwarding	No Charge to voicemail \$0.20 per minute to other numbers
Operator Assisted Calls	Billed by 3rd parties, so costs will vary plus Airtime charges will apply
Calling Card Placed Calls	Airtime charges will apply
911 Calling	No Charge
Non-Emergency Calling (#77, 311, etc.)	No Charge
Wireline termination fees	No Charge
Interconnect charges	No Charge
Standard Overage / Additional Per Call Charges	
Cellular	\$0.25-\$0.45 per minute
U.S. Long Distance	No Charge
Direct Connect	No Charge
Group Connect	No Charge
International Direct Connect	\$0.20 per Participant \$15 Unlimited
Monthly Taxes, Fees & Surcharges*	
Federal Universal Service Fund (FUSA) Surcharge	4.47%
Industrial Funding Fee (IFF) – Only applies to the FSS contract	.75%
TRS charge	Approximately 0.073%
Gross Receipt Recovery Fee (if required by State)	0.39%-5%
State E911 fee (if required by State)	Statutory
Additional Monthly Fees*	
Administrative Charge – IL/Residential Customers only	\$1.50 per unit
Regulatory Charge – IL/Residential Customers only	\$0.40 per unit

* Additional charges may apply and may vary by market, including state and federal taxes. These are standard charges only, and may vary by rate plans. Prices are subject to change without notification. Sprint Fees are not taxes or government required charges.

2.3

Vendor Qualifications/Experience

A statement of qualification of the firm and a description of the company history and financial capability is required. Proposers shall provide their Dun & Bradstreet number. Proposers shall include definitive information regarding their experience and qualifications and key staff members who will be involved with the Jefferson County account.

Sprint has a long history of pioneering innovative technology solutions that have advanced telecommunications services. For over 100 years, Sprint has been a game-changing force in creating and delivering groundbreaking solutions, from enabling efficient, inexpensive global connectivity to allowing people to connect through mobile devices, Sprint's history has been a non-stop effort in allowing people to simplify their lives. As entertainment and productivity have become mobile, Sprint has been at the forefront of creating new possibilities for consumers and businesses to meet their ever-changing needs. Our intention has always been to provided value and innovation to the marketplace.

Sprint is recognized for developing, engineering and deploying innovative technologies, including the first wireless 4G service from a national carrier in the United States. Sprint provides industry-leading mobile data services, and instant national and international push-to-talk capabilities.

Sprint's Global IP Network, a global Tier 1 Internet backbone, provides industry-leading IP/MPLS services. Sprint's suite of IP Convergence products include: seamless integrated mobility solutions and industry-leading M2M and Cloud services. Coupled with Sprint's 3G and 4G networks, leadership in wireless data plans and a robust device portfolio, our broad array of services make Sprint the industry's best value.

In July 2013, the Japanese holding company SoftBank acquired 78 percent of Sprint Nextel Corporation. As a result of the merger, the new company will be called Sprint Corporation, commonly known as "Sprint."

SoftBank is a major player in Asia, where it's one of the biggest Internet and telecommunications companies and is Japan's third-largest wireless provider with more than 30 million customers. The Sprint merger with SoftBank offers the following advantages to Sprint:

- Financial flexibility to grow
- Better positioned to further invest in improving our network and customer experience
- Better able to compete against our competitors and avoid the risk of a duopoly
- More choices for all consumers of wireless services in the U.S.

Financial Stability and Profitability

Jefferson County can be confident that Sprint is currently financially sound with a large base of customers and healthy revenue streams. In July 2013, the acquisition of Clearwire and the merger

Sprint Facts

Fortune 100 company
Headquartered in Overland Park, Kansas
Approximately 36,279 employees
Annual revenues - \$34.5B in 2012
Serves more than 54.9 million customers
Strong prepaid brand portfolio with Virgin Mobile USA, Boost Mobile, Assurance Wireless
4G LTE in more than 443 markets nationwide and expects to cover 250 million people by mid-year
2014 Nationwide 3G voice and data network
Global IP network with reach to 165 countries
Ranked by Newsweek as #3 among America's Greenest Companies

with Softbank were completed. With the Clearwire transaction we expect to fully utilize and integrate its 2.5GHz spectrum assets and the SoftBank transaction brings us capital and expertise that we believe will accelerate our turnaround.

Sprint Spark is a unique combination of network technologies, spectrum capacity and devices capable of seamless transition from one spectrum band to another. Together, these capabilities support a new generation of online gaming, virtual reality, advanced cloud services and other applications requiring high bandwidth.

These amazing speeds are possible because of the rollout of Sprint's Network Vision program, a complete upgrade of the 3G network and deployment of 4G LTE, which also benefits Sprint's no-contract brands Boost Mobile and Virgin Mobile USA. As part of that program, Sprint is redeploying its 800MHz spectrum for LTE and 3G, delivering improved in-building coverage for voice and data. Sprint expects the rollout of Network Vision to be largely complete by mid-2014.

Sprint's leading customer experience continued to garner third-party accolades. Sprint is the most improved company in customer satisfaction, across all 47 industries, over the last five years, ranked by American Customer Satisfaction Index (May 2013). Sprint was the only telecom provider ranked in the top 50 by the Environmental Protection Agency Green Power Partners Fortune 500 list and for the third consecutive year Sprint won the International Electronics Recycling Conference and Expo Sustainability Leadership Award.

Strong Financial Position

Sprint's financial position is underscored by its strong liquidity, large customer base, and healthy revenue:

Solid Liquidity

During the fourth quarter 2013, Sprint Corporation reported quarterly Sprint platform wireless service revenue of \$7.2 billion grew year-over-year for the 15th consecutive quarter. For the quarter, operating loss was \$576 million and Adjusted EBITDA was \$1.15 billion, up nearly 40% year-over-year as Sprint continued to make significant investments in the business. The company ended the year with \$7.5 billion of cash, cash equivalents and short term investments.

In the fourth quarter, Sprint issued \$2.5 billion of notes and redeemed \$2.85 billion principal amount 12 percent Clearwire notes due in 2015 and 2017. The remaining outstanding principal balances of Sprint's 2014 and 2015 maturities are \$444 million and \$754 million, respectively. The Company had \$2.1 billion of borrowing capacity available under our unsecured revolving bank credit facility as of December 31, 2013.

Large Customer Base

In the fourth quarter, the Sprint platform had net additions of 682,000.

Annual 2013 retail smartphone sales of 20.5 million and a record 95 percent of fourth quarter Sprint platform postpaid handsets sales were smartphones.

Sprint platform customers reached a record 53.9 million at the end of fourth quarter of 2013.

Healthy 4Q13 Revenue

Year-over-year operating revenue of \$9.1 billion grew 1.5%

- Sprint platform wireless service revenue of \$7.2 billion
- Sprint platform postpaid ARPU of \$64.11

Adjusted EBITDA of \$1.15 billion improved by nearly 40 percent or more than \$300 million year-over-year compared to combined prior year results

Sprint platform postpaid net additions of 58,000 and year-over-year sequential growth in gross additions

Improving Market Position

Sprint is working to improve its market position through progress in Customer Care, Network Vision, our 4G LTE network rollout, Sprint Spark deployment and other programs delivering industry leading value to customers:

Markets where the Network Vision modernization is nearly complete are seeing significant improvements in churn and key network performance indicators including voice block rates and faster data speeds.

Sprint has more than 200 million people covered by 4G LTE and expects to cover 250 million people by midyear 2014.

Sprint Spark™ is expected to cover 100 million people by the end of 2014.

Sprint was recognized as an "Enterprise Trusted Advisor" within the new Nemertes Enterprise Trusted Advisor program.

Boost Mobile once again received the highest ranking in the J.D. Power 2014 U.S. Wireless Purchase Experience Non-Contract Study, Volume 1. It was Boost's second consecutive highest ranking for Non-Contract Providers and sixth J.D. Power award overall since 2011.

Virgin Mobile was the top rated wireless carrier in the 2013 Temkin Customer Service Ratings.

Sprint was named to the Dow Jones Sustainability Index (DJSI) North America for the fourth consecutive year, which tracks the corporate sustainability performance of the top 20 percent of the 600 largest companies by industry in the United States and Canada.

Sprint is the only U.S. telecommunications company whose reputation improved from 2012 to 2013, with scores trending upward across each of the seven dimensions of reputation measured. - The Reputation Institute

Sprint awarded the 2013 Disability Matters Marketplace Award for unique wireless applications and Sprint Accessibility ID packs - Springboard Consulting

Global consulting and analyst firm Frost & Sullivan has awarded Sprint its 2013 North American Award for Green Excellence.

Sprint was named Technology Supplier of the year by CEVA Logistics, one of the world's leading supply chain companies.

Annual Financial Statements

Sprint audited financial statements, quarterly earnings and other financial information are available on the Sprint website at <http://investors.sprint.com>. As a publicly traded company, and according to current SEC regulations, Sprint must refer Jefferson County to its Annual Report and 10-K filings for this information. We also appreciate your efforts to help us reduce costs and the use of paper by viewing our statements online. Sprint's annual 10K filing can be found at <http://investors.sprint.com/Cache/c22186412.html>.

Highlights of Sprint's 2013 financial results are listed in the following table:

Consolidated Results Selected Unaudited Financial Data	Year-to-Date December 31 (in millions)	
	2013 ⁴	2012 ¹
Net operating Revenues	34,493	35,345
Operating (loss) income*	(1,855)	(1,853)
Adjusted EBITDA	5,409	4,770
Net Loss	(3,018)	(4,352)
CapEx	7,451	5,370

Annual 2013 Adjusted EBITDA of \$5.4 billion grew 13 percent year-over-year. Sprint ended 2013 with a total liquidity position of \$9.6 billion, including cash, cash equivalents, and short-term investments of \$7.5 billion and \$2.1 billion of undrawn borrowing capacity under our revolving bank credit facility.

Sprint's 2013 Net Revenue Breakdown:

Net Operating Revenue		
	Wireless (in millions) ¹	Wireline (in millions) ¹
Wireless services	\$29,263	-
Wireless equipment	\$3,504	-
Voice		\$1,490
Data		\$326
Internet		\$1,660
Other		\$61
Total	\$32,767	\$3,537

Note: Figures are consolidated = Wireless + Wireline – Eliminations, thus the financial breakdowns do not add up. Eliminations represent the revenue for the wireline business contributing to the wireless revenues. In a consolidated view, it is netted out.

Public Sector Account Team

Sprint firmly believes local account support is critical to customer service success and when necessary, a formal escalation process. Sprint promotes quality customer support with frequent professional interaction, formal information updates on products and services, and a proactive perspective on resolving customer issues. Additionally, Sprint's Government support teams have received specialized training to understand and recognize the needs of the Public Sector.

Leading the Jefferson County Account team is the Public Sector Account Manager (PSAM), Stephanie Tobar. The PSAM is your point of contact for contract negotiation, pre-sales needs assessment,

⁴ Financial results in the enclosed tables for 2013 and 2012 include a predecessor period from January 1, 2012, through the closing of the SoftBank transaction on July 10, 2013, and a successor period from October 5, 2012 through December 31, 2013. In order to present financial results in a way that offers investors a more meaningful calendar period-to-period comparison, we have combined the 2013 and 2012 results of operations for the predecessor and successor periods. The enclosed remarks are in reference to the unaudited combined period unless otherwise noted. For additional information please reference the section titled Financial Measures which can be found in our fourth quarter earnings release at www.sprint.com/investors.

implementation and post-sales account management. Your PSAM also oversees product and sales support and facilitates problem solving of technical, training, billing, service, and other issues.

Assisting the PSAM during the selling process with sales support activities is the Development Manager (DM). The DM collaborates in pre-sales needs assessment and synchronizes the daily efforts of the PSAM, local sales team and other departments within Sprint for Jefferson County. Recommendations for account structures, billing/delivery options are also the DM's responsibility as well as developing ad hoc and standard reports. The DM also acts as an additional point of contact for account management helping to maintain a high level of customer satisfaction within the Jefferson County account.

The Sales Manager is responsible for managing the Sales Team made up of Public Sector Representatives.

On a local level, there is a Public Sector Representative (P Rep) assigned to assist Jefferson County with your sales needs. P Rep provides new equipment and service order entry support as well as equipment training and general account assistance.

In addition to the local account support team resources traditionally available, Sprint has a Data Solutions group, which supports Sprint's customized mobile data solutions. The group uses a comprehensive project management methodology in conjunction with exacting internal standards and standard industry procedures to efficiently implement your solution. If requested, the Solution Engineer (SE) will assist in defining your wireless data requirements and developing a solution, which meets those requirements. The data solution engineer coordinates with internal Sprint departments to help ensure a successful implementation of your solution.

The Dedicated Care Team assigned to Jefferson County is responsible for post-sales support with the responsibility for ongoing billing maintenance and customer service. The Dedicated Care Team is responsible for customer training on account management tools such as Electronic Billing and Analysis (eBA), Enhanced Account Management and Smart CD Online and can provide on-site handset and feature training for qualified customers. Additionally, the Dedicated Care Team will participate in quarterly sales reviews and rate plan analyses and will handle customer service and billing related escalations.

Finally, Sprint's Public Sector Customer Care organization is dedicated to providing customers with one source for all service, technical, operation and billing support. The Customer Care Center is available 24x7 at 800-390-7545 for Jefferson County wireless questions and issues.

2.4 References

Proposers shall provide a list of at least five public agency references that are currently under contract with proposer for similar products and services. References are to include: Name, Address, Contact, Title, Phone Number, Approximate Population, Installation Date, and Approximate Number of phones in use.

- Missouri Department of Corrections: James Adkins: 636-940-3333
- St. Louis Department of Highways and Traffic: POC: Laurie Twombly: 314-615-8567
- St. Louis County and St. Louis County PD: Debbie Oberlhour: 314-615-3710
- City of Bridgeton: POC: Mark A. Mossotti: 314-373-3845
- City of Clayton: POC: Darren Young/Kevin Murphy: 314-290-8407

2.5**Customer Service**

Carriers must provide all contact information for the Customer Service Representative/Account Manager in charge of the Jefferson County account. These representatives must have the ability to add/delete lines of service upon request and have the authority to make decisions regarding other account/billing inquiries. Jefferson County must also have contact information for a backup Representative should the primary contact be unavailable when service is required.

Stephanie Tobar
Public Sector Account Manager, MO
1801 Park 270 Drive
St. Louis, MO 63146
Work: 314-985-3233
Cell: 310-902-0481
Stephanie.tobar@sprint.com

3.0**SPECIAL TERMS AND CONDITIONS**

The agreement/contract term is from 06-01-2014 through 05-31-2016 with no activation or early termination fee. Jefferson County reserves the right to renew this contract for one additional 24-month periods at the same discounts, terms and conditions. Prices must remain firm during the term of the contract. Addenda(s) to contracts MUST be agreed upon by both parties in writing.

Sprint is offering products and services under the Master Service Agreement For Services of Independent Contractor (RFP/Contract #1907) with the Western States Contracting Alliance (WSCA) dated 4/12/12, as amended (the "WSCA Master Agreement"), pursuant to the existing Participating Addendum executed September 7, 2012 between Sprint and State of Missouri (the "Missouri-Participating Addendum"). The WSCA Master Agreement and the Missouri-Participating Addendum are collectively referred to herein as the "Missouri-WSCA Agreement."

See Sprint's additional Legal Comments in *Attachment 5*.

Vendor shall provide monthly itemized invoices with detailed billing, broken down by department, division and phone number.

Sprint has read, understands and complies.

Because law enforcement and public works make use of cellular equipment, it is imperative that uninterruptible service be provided 24-hours/7-days to Jefferson County. This uninterruptible service shall include the wireless technologies in use, as well as equipment. Please describe the Vendor's policies for providing replacement/loaner equipment to Jefferson County Customer. Will Jefferson County be able to purchase equipment at discounted pricing, and billed to account, at local retail locations as needed?

Sprint respectfully takes exception to the request for "uninterruptible service be provided 24-hours/7-days to Jefferson County". There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your wireless device, structures, buildings, weather, geography, topography, etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Sprint's core wireless telecommunications network is comprised of elements which are specified for 99.997% reliability. This telecommunications carrier-grade infrastructure helps assure customers have access to data when it is needed. The health of all core elements is constantly monitored. Failures are detected through extensive low-level TCP socket tests, specific protocol tests, and heartbeat monitors. When one element fails, the element is removed from the load-balancing resource pool and alerts are sent to the control center. This ensures maximum availability of the core network as every element is redundant. Sprint is also prepared for a large-scale outage affecting an entire geographic area (1/12th of the nation). In this case, both mated pairs for a given element or all elements may be down. When such an event occurs, an entire distribution site is seamlessly switched over to another distribution site.

In addition to redundancy in the network, local market managers maintain portable generators to power cell sites in the event local commercial power fails. And most Sprint switch sites are constructed to a "building within a building" plan to provide additional protection. All switches are provided with battery backup and permanent, on-site generators with a minimum of 48 hours of fuel. Sprint cell sites have a standard of 4 hours battery standby in case of commercial power failure, and we have permanent generators on location at some towers that we own. These generators engage immediately on loss of commercial power and typically have enough fuel to run for 4-5 days without refueling.

In many cases, the Sprint network is more reliable than local phone service because the network does not rely on local power sources and uses T-1 (or higher) based circuits for transport. As long as a cell site is in service and has connectivity to a switch, both voice and data services are supported. In a major emergency, highest-traffic areas receive priority status for the deployment of portable generators.

Sprint will work with you to develop a disaster management plan for delivery of handsets and temporary system equipment during disasters or in other emergency situations. Given the inability to anticipate disaster severity and the availability of equipment in a given location, Sprint cannot develop a generalized disaster recovery plan for every possible contingency. However, Sprint has a history of rising to the occasion when disaster strikes, such as in the case of Hurricane Katrina.

Vendor shall present a service plan covering the location of the service facility, ability to supply parts and equipment, repair procedures, and hours of operation.

Total Equipment Protection

To protect your investment, Sprint recommends that Jefferson County add Total Equipment Protection (TEP) to all of your active phones and connection cards. This plan provides complete coverage for active devices on the Sprint account at the time of an incident.

TEP provides insurance coverage from loss, theft, physical or liquid damage. It also provides service contract repair or replacement for mechanical or electrical problems, normal wear and tear, and routine maintenance. **For Apple iPhones, customers can choose either TEP or AppleCare+. However, AppleCare+ does not cover catastrophic damages or lost/stolen devices. For Netbook/Notebook, and Tablets, Sprint offers Assurant Advanced Protection Pack (AAPP).**

Jefferson County employees are allowed three Equipment Replacement Program insurance replacements in any 12-month period, with a non-refundable deductible. See Grid below for pricing. Repairs that can be handled in a Sprint Repair Center are done at no charge. Replacement of equipment will be of the same or a comparable model. Replacement equipment may be reconditioned.

Device SRP up to \$449.98	Device SRP \$449.99 & above
---------------------------	-----------------------------

Monthly Recurring Charge	TEP	No Device Protection	TEP	No Device Protection
	Gov't - \$3.99	N/A	Gov't \$11 (Volume Discounts Not Available)	N/A
Deductible (For Lost, Stolen or Damaged Devices)	Tier 1: \$50 (SRP Less than \$324.99)	Full SRP	Tier 3: \$100 (SRP Between \$449.99 - \$549.98)	Full SRP
			Tier 4: \$150 (SRP Between \$549.99 - \$599.99)	
	Tier 2: \$100 (SRP Between \$325 - \$449.98)		Tier 5: \$200 (SRP \$600 & above)	
In-Store Repair	1 st 2 free, \$25 for subsequent transactions in a 12 mo. period	\$75	1 st 2 free, \$25 for subsequent transactions in a 12 mo. period	\$75

**Prices noted are NET no discounts apply. Prices do not include applicable fees, taxes and surcharges. Pricing is based upon availability and is subject to change without notice.*

Additional TEP Details:

CL customers who want to enroll 10+ lines can do so at anytime. The 30-day enrollment restriction is waived.

Access the Total Equipment Protection App at www.sprint.com/protection, where they will benefit from the following features at no additional charge (features may vary by device):

- Locate lost device by sounding an alarm on the smartphone even if in silent mode, doing a real time locate via GPS technology, or viewing the smartphone's location history on a map via a Web Interface
- Remotely lock their smartphone
- Erase contacts in the address book on a lost smartphone
- Back-up, manage and restore contacts via a Web interface

TEP coverage continues for as long as you maintain it on the phone; the manufacturer's warranty on a new phone provides limited coverage and it expires after 12 months.

To make a claim go to www.phoneclaim.com. Claims are replaced quickly to lessen the impact of missed business opportunities. Replacement phones are delivered the next day if filed by 10:00 pm Central Time.

Vendor shall evaluate and analyze Jefferson County phone usages and provide rate reduction plans as needed. Meet with Purchasing Manager for purpose of analyzing and developing cost saving measures and suggesting modifications and or alternative course of action to enhance system and cost effectiveness. This service is to happen after the first six months of service and then on an annual basis.

Account Reviews are normally held on a quarterly basis, but frequency can be tailored to the needs of Jefferson County.

Jefferson County reserves the right to request samples after the proposals are opened and before the award is made.

Sprint has read, understands, and will comply.



4.0
MAINTENANCE SERVICES

Vendor shall perform routine preventative maintenance service as may be appropriate by making adjustments, repairs, and replace such parts as may be required to put the equipment in good working order. Vendor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made.

Manufacturer Warranty Overview

All Sprint devices and accessories come with a limited one year manufacturer's warranty. The manufacturer warranty begins when the Sprint device or accessory is activated*. Warranty details are provided in the device packaging and are available at www.sprint.com for download. Warranties are exclusive to the manufacturer and are submitted directly to the manufacturer by the customer. To be considered for in-warranty coverage, it must meet all of the following three criteria:

1. Phone is within the first 12 months of 'Original Activation Date'.
2. The issue is a mechanical or electrical failure of the phone.
3. The phone shows no signs of liquid damage, customer abuse and/or other physical damage.

*If a device is replaced via in-warranty coverage the warranty provided with the replacement device applies to the activation date of the original device and lasts through the original device warranty period.

Alternatively, customers can receive warranty service at more than 1,400 Sprint Service and Repair locations nationwide for a \$75 convenience fee. For more information about Service and Repair of warranty devices, go to:

http://shop.sprint.com/global/pdf/services_solutions/brochure_service_repair.pdf

Insurance Options

In addition to the warranty provided by the manufacturer, Sprint offers optional plans to cover Jefferson County equipment for non-warranty claims. Total Equipment Protection (TEP), a combination of the Equipment Service and Repair Program (ESRP) and the Equipment Replacement Program (ERP), covers all handset-related issues except fraud and intentional abuse. TEP is the best value; however, both ESRP and ERP are available separately. The \$50 repair fee is waived if enrolled in these programs.

ESRP includes coverage for mechanical or electrical failure, routine maintenance or failure from normal wear and tear. ERP includes insurance for loss, theft, physical damage, liquid damage or corrosion. TEP, ESRP or ERP may be added to your line within 30 days of activating or upgrading your device, at the time of a paid repair or at any time when enrolling 10 or more lines on the same account.

Vendor shall provide 24-hour/7-day technical service for telecommunication service and maintenance at no additional charge.

At no additional charge, Sprint's Public Sector Customer Care organization is dedicated to providing customers with one source for all service, technical, operation and billing support. The Customer Care Center is available 24x7 at 800-390-7545.

Vendor shall perform emergency service necessary between preventative inspection at no additional cost subject to terms and conditions.

Sprint has read, understands and complies.

Vendor shall provide loaner equipment at no charge, if shop repairs are necessary. Vendor shall provide pick-up and delivery services as needed when requested by Jefferson County staff, at no charge.

Sprint will work with Jefferson County to develop a process to make arrangements for loaner equipment.

Vendor shall repair all equipment or provide replacement equipment within eight hours or the next working day whichever is the shortest time.

Sprint has read, understands and complies.

Will Vendor allow Jefferson County to keep "spare" equipment on hand, at no charge, if a phone is not able to be repaired or replaced within 8 hours or the next business day?

Sprint recommends Jefferson County keep spare equipment on hand with subscriptions to our Sprint Seasonal Standby Plan. The Sprint Seasonal Standby (Vacation) Plan is an option for customers who will not be using their device for up to 6 months.

Monthly Recurring Charge is \$8.99

No voice minutes or data usage included: Usage rates are \$0.75 per minute for voice, \$0.50 per minute for Direct Connect, and \$.03 per kilobyte for data.

Long Distance is not included: Long distance calls are \$0.25 per minute.

Services are restricted unless customer specifically requests to leave services unrestricted for emergency use.

Voicemail is not included.

User must be on a regular plan for 3 months to be eligible for the plan.

User may remain on the plan for up to 6 months.

****Prices noted are NET no discounts apply. Prices quoted do not include any applicable taxes, fees or surcharges. Pricing is based on availability and is subject to change without notice.***

5.0 BILLING

JEFFERSON COUNTY REQUIRES TWO APPOINTED ACCOUNT REPRESENTATIVES THAT CAN BE CONTACTED BETWEEN 7AM – 5 PM MONDAY THROUGH FRIDAY WITH QUESTIONS REGARDING ACCOUNT BILLING ISSUES, NEW ACTIVATIONS, AND OTHER COUNTY NEEDS.

For operational issues on a local level, Jefferson County should first notify your Dedicated Care Team of the problem, including billing, shipping and technical questions. If the Dedicated Care team is unable to handle the issue, Jefferson County may escalate to the Account Representative.

For sales escalations on a local level, Jefferson County should first contact your Account Representative. If the Account Representative cannot resolve the problem to your satisfaction, the

next course of action would be to contact the Account Manager. If the first two escalation points are unable to resolve the sales issue, the problem should then be escalated to the Branch Manager.

Furthermore, Sprint's Public Sector Customer Care organization is dedicated to providing customers with one source for all service, technical, operation and billing support. The Customer Care Center is available 24x7 at 800-390-7545 for Jefferson County wireless questions and issues.

Detailed paper copies of bills must be itemized by department, phone number, and employee name.

Sprint provides a detailed, summary, or remittance paper invoice of all corporate-liable accounts at no charge if one of our electronic billing products is not requested. If you choose one of our billing management tools, for example eBA (Electronic Billing and Analysis), your detailed paper invoice will be suppressed and there is no monthly charge. Summary or remittance paper invoices are provided if requested at no charge. Corporate-liable subscribers can view detailed invoice information at www.sprint.com or with our eBilling & Analysis or Smart CD Online billing tools.

Individual liable subscribers will receive a detail or summary paper invoice each month at no charge, with detail available at www.sprint.com.

Billing Overview

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

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

Jefferson County is currently participating in the Western States Contracting Alliance (WSCA). Jefferson County is tax Exempt; no taxes should appear on billing Invoices.

Sprint has read, understands and complies.

Government Nation Pooled Rate Plans for Cellular Service

Sprint offers national pooled rate plans for Jefferson County's cellular Service.

Account(s) must be set up as pooled plans for each department. Account(s) must have the option of adding additional lines and/or services to be pooled plan(s).

The recommended rate plans include pooling and offer the option of adding additional lines.

Any additional phones or devices will need consecutive numbers within reason, starting with

area code 636 or 314.

Sprint adheres to the FCC's numbering regulations and, thus, does not "own" telephone numbers. Rather, Sprint is assigned thousands-block(s) within a specific NXX code in a pooling area and allocates them to our subscribers as necessary. In a non-pooling area, Sprint is assigned the full NXX code (10,000 numbers). When a subscriber cancels service, the number assigned to that former subscriber's handset either remains active because that subscriber's company keeps the handset active with a monthly rate plan, or the number is returned to Sprint's pool of available numbers.

Customer, Missouri Proposal Form

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract. *

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide cellular phone service and equipment in accordance with the specifications contained herein. *

Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate whether: () Individual; () Partnership; (X) Corporation

Incorporated in the state of: Kansas

COMPANY: Sprint

DUNS NUMBER: #96-170-3787

MAILING ADDRESS: 12502 Sunrise Valley Drive Reston, Virginia 20196
(Address) (Customer/State/Zip)

STREET ADDRESS (NO P.O. BOX): 1801 Park 270 Drive St. Louis, MO 63146
(Address) (Customer/State/Zip)

TAX ID NO.: 47-0882463 PHONE NO.: 314-985-3233

NAME: Karen Kezel TITLE: Manager, Proposal Development & Management

*SIGNATURE:  DATE: May 16, 2014

EMAIL ADDRESS: Michaela.clairmonte@sprint.com

* Sprint has read, understands and will comply with the terms, conditions, specifications, and requirements in the RFP, subject to the specific responses to RFP provisions as set forth in Sprint's bid or proposal and the terms of Sprint's proposed contract.

Sprint

JEFFERSON COUNTY'S
RFP: Cellular Telephones And Services

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

Company Name **County of Jefferson, State of Missouri**

Signature **Kenneth B. Waller County Executive**

Print

Company Address: _____

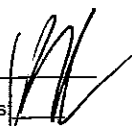
Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



Attachment 1 Sprint's Certificate of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE 4-1-2015 DATE (MM/DD/YYYY) 3-10-2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in favor of such endorsement(s).

PRODUCER	Lockton Companies, LLC - Kansas City 441 W. 47th Street, Suite 900 Kansas City, MO 64112-1906 (816) 955-9000	CONTROL NO.	1501
INSURED	SPRINT CORPORATION 5400 SPRINT PKWY KSCPHIN21618720 OVERLAND PARK KS 66251	INSURER(S) ATTORNEY COVERAGE	N/A
		INSURER A	Continental Casualty Company
		INSURER B	American Casualty Company of Reading, PA
		INSURER C	Transportation Insurance Company
		INSURER D	Starr Surplus Lines Insurance Company
		INSURER E	
		INSURER F	

COVERAGES SPR003 CERTIFICATE NUMBER: 10861174 REVISION NUMBER: XXXXXX
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY	TYPE OF INSURANCE	ACORD	POLICY NUMBER	START DATE	END DATE	LIMITS
A	GENERAL LIABILITY	N	GE3082521363	4-1-2014	4-1-2017	EACH OCCURRENCE \$ 2,000,000 CLAIMS-MADE \$ XXXXXXXX MED EXP (Per person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPAG AGG \$ 3,000,000
X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE	X				
X	CONTRACTUAL LIAB					
X	TENANTS LEGAL LIAB					
	GENL AGGREGATE LIMIT APPLIES PER					
N	POLICY					
A	AUTOMOBILE LIABILITY	N	BLA5082521329	4-1-2014	4-1-2017	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included
X	ANY AUTO					
	ALL OWNED					
	NON-OWNED					
	HIRED AUTOS					
D	UMBRELLA LIAB	X	100004003141	4-1-2014	4-1-2015	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	EXCESS LIAB					
	CLAIMS-MADE					
	OLD					
	RETENTION					
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	N	WC5082521323 (RETRO)	4-1-2014	4-1-2015	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY \$ 1,000,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED?	N	WC5082521296 (DEDUCTIBLE)	4-1-2014	4-1-2015	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED? \$ 1,000,000
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED?	N	WC5082521279 (CA)	4-1-2014	4-1-2015	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED? \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/BOARD MEMBER EXCLUDED?	N	N/A IN MONOPOLISTIC STATES			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Attach ACORD 101. Additional Remarks Schedule, if more space is required.
*FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE.

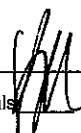
CERTIFICATE HOLDER	CANCELLATION See Attachment
10861174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
TO WHOM IT MAY CONCERN	AUTHORIZED REPRESENTATIVE
	

ACORD 25 (2010/06)

The ACORD name and logo are registered marks of ACORD

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Miscellaneous Attachment M463964
Master ID 14971, Certificate ID 10861174



Attachment 2 Sprint's E-Verify MOU

Company ID Number: 48724

ARTICLE I**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Sprint Nextel Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II**FUNCTIONS TO BE PERFORMED****A. RESPONSIBILITIES OF THE SSA**

1 Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.

2 The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3 The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4 SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 48724

5 SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1 Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSCEI), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above, (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify: (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (b)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number 48724

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

**REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY**

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 48724

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Sprint Nextel Corporation

Charles B Cutshall

Name (Please type or print)

Electronically Signed

Signature

Manager Service Delivery

Title

08/02/2007

Date

Department of Homeland Security - Verification Division

Company ID Number: 48724

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/02/2007

Signature

Date



Company ID Number: 48724

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name Sprint Nextel Corporation

Company Facility Address 6200 Sprint Parkway
Overland Park, KS 66251

Company Alternate Address: _____

County or Parish JOHNSON

Employer Identification Number 480457967

North American Industry Classification System Code 517

Parent Company: Sprint Nextel Corporation

Number of Employees 10,000 and over Number of Sites Verified for: 140

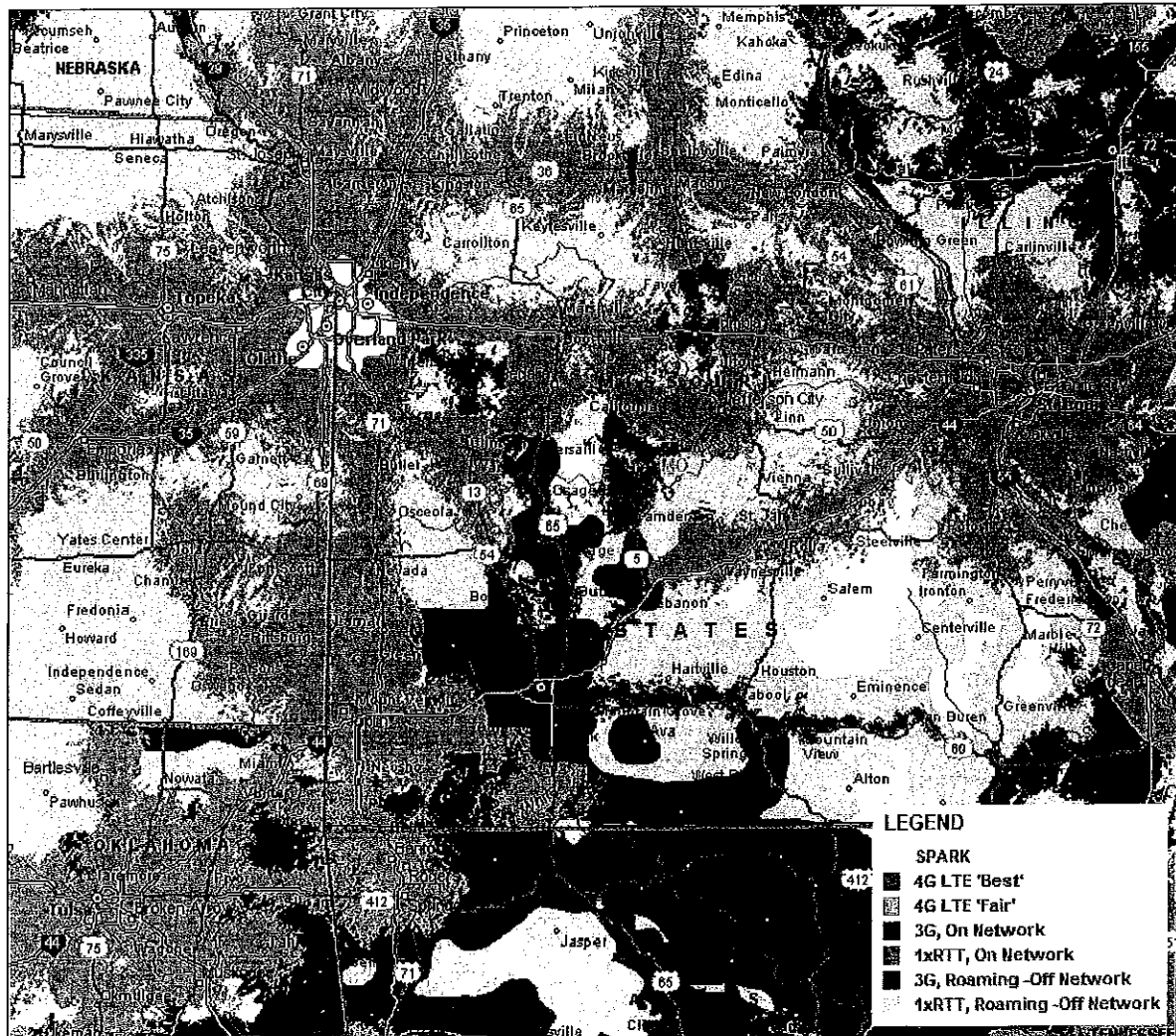
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State

• VIRGINIA	10	site(s)
• COLORADO	10	site(s)
• KANSAS	10	site(s)
• MINNESOTA	10	site(s)
• CALIFORNIA	50	site(s)
• MISSISSIPPI	10	site(s)
• OKLAHOMA	10	site(s)
• ARIZONA	10	site(s)
• NEW JERSEY	10	site(s)
• GEORGIA	10	site(s)
• MISSOURI		sites

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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Droste L. Diane	Fax Number:	(913) 523 - 8817
Telephone Number:	(248) 893 - 8145		
E-mail Address:	Diane.Droste@sprint.com		
Name	Tasha L. Reed	Fax Number:	
Telephone Number:	(972) 405 - 1564		
E-mail Address:	tasha.l.reed@sprint.com		
Name	Charlie Cutshall	Fax Number:	
Telephone Number:	321-280-9786		
E-mail Address:	Charlie.cutshall@sprint.com		

Attachment 3 Coverage Maps**State of Missouri**

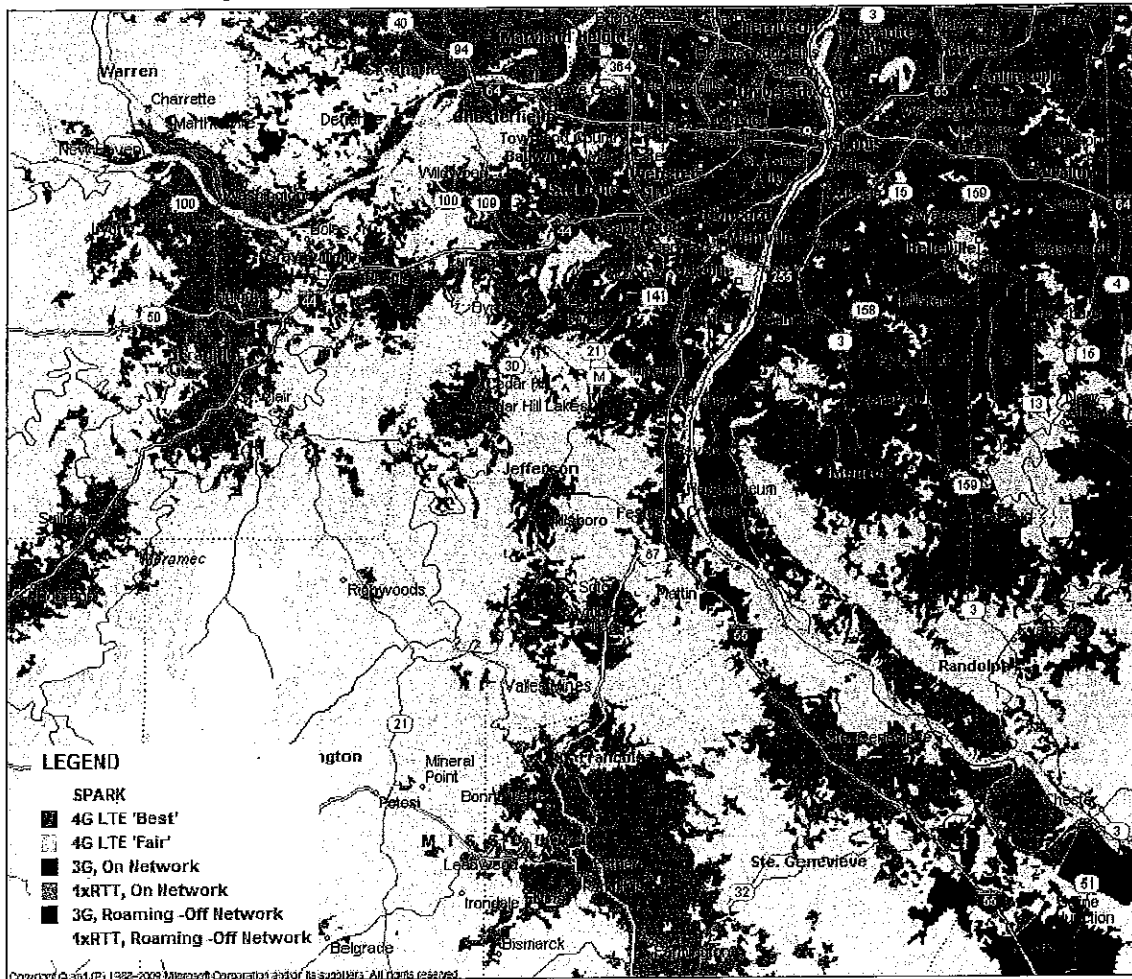
Our coverage maps provide high level estimates of our coverage areas when using your device outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science.

There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software signal strength, your wireless device, structures, buildings, weather, geography, topography, etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Services that rely on location information, such as E911 and GPS navigation, depend on your device's ability to acquire satellite signals (typically not available indoors) and network coverage. E911 services also depend on local emergency service provider systems and support. Estimated future coverage is subject to change.

Although the map depicts roaming, roaming is included with our rate plans, with the exception of Month to Month Rate Plan. Voice/Data Usage Limitations: Sprint reserves the right, without notice, to limit throughput speeds, and 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: 300 megabytes or a majority of kilobytes. Prohibited network use rules apply www.sprint.com/termsandconditions.

Jefferson County



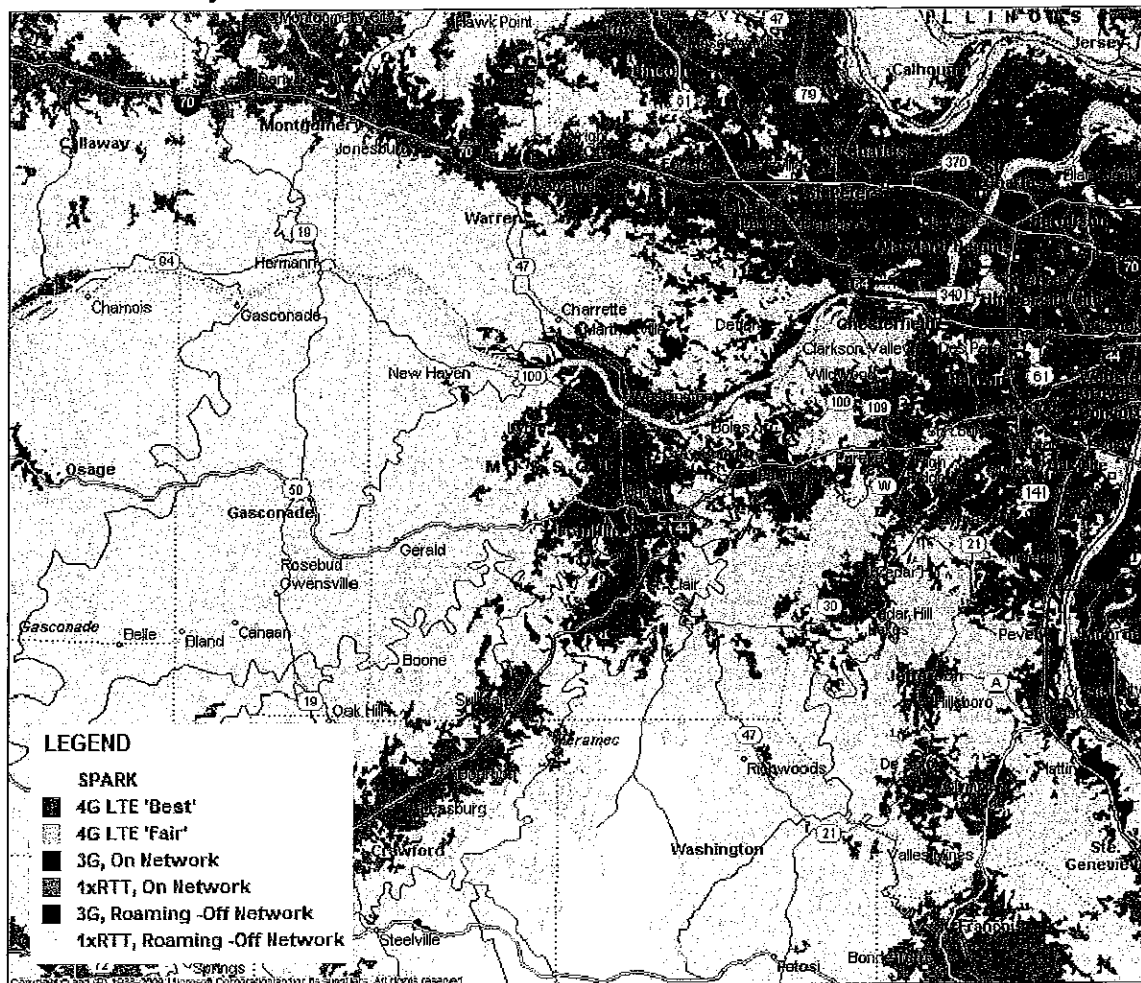
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Franklin County

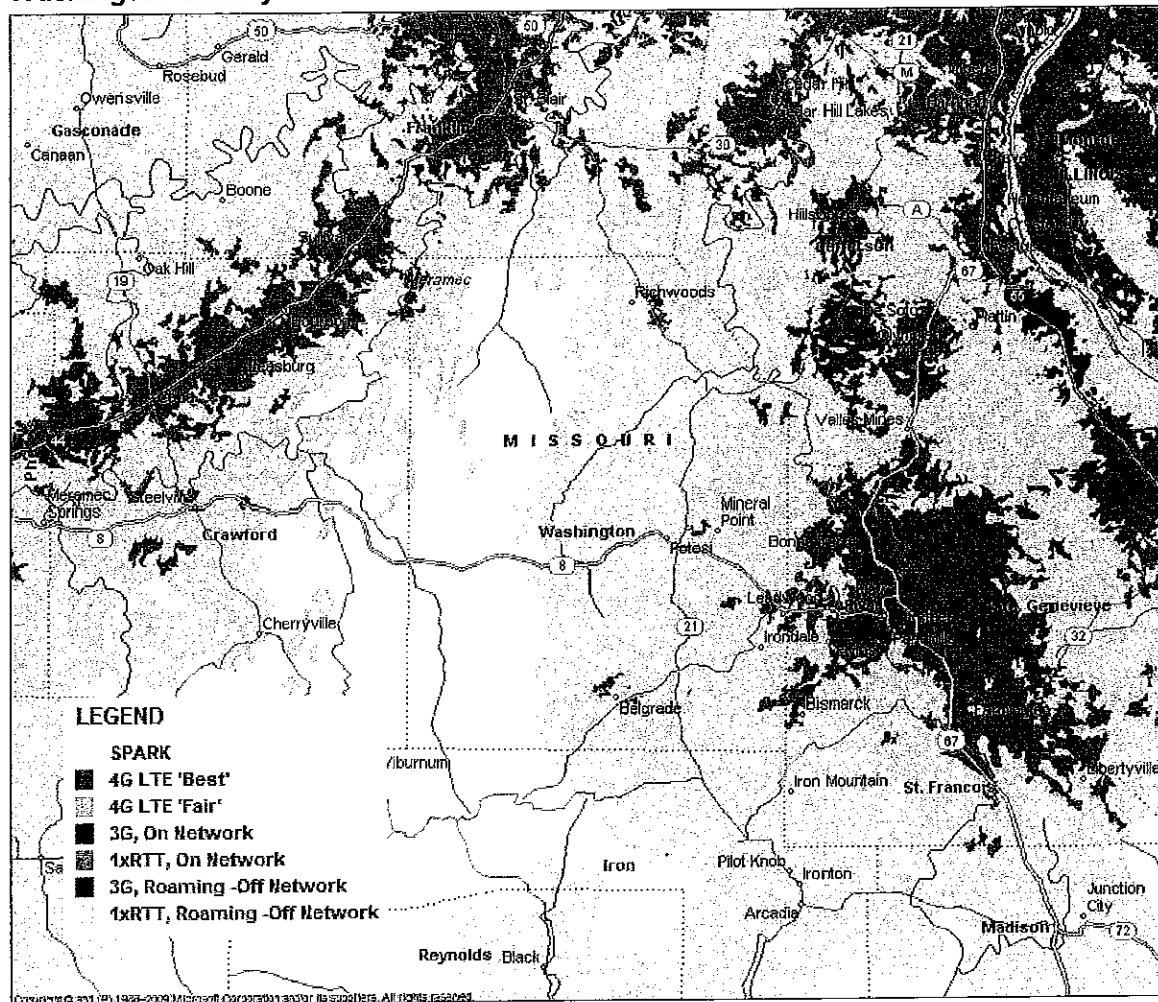


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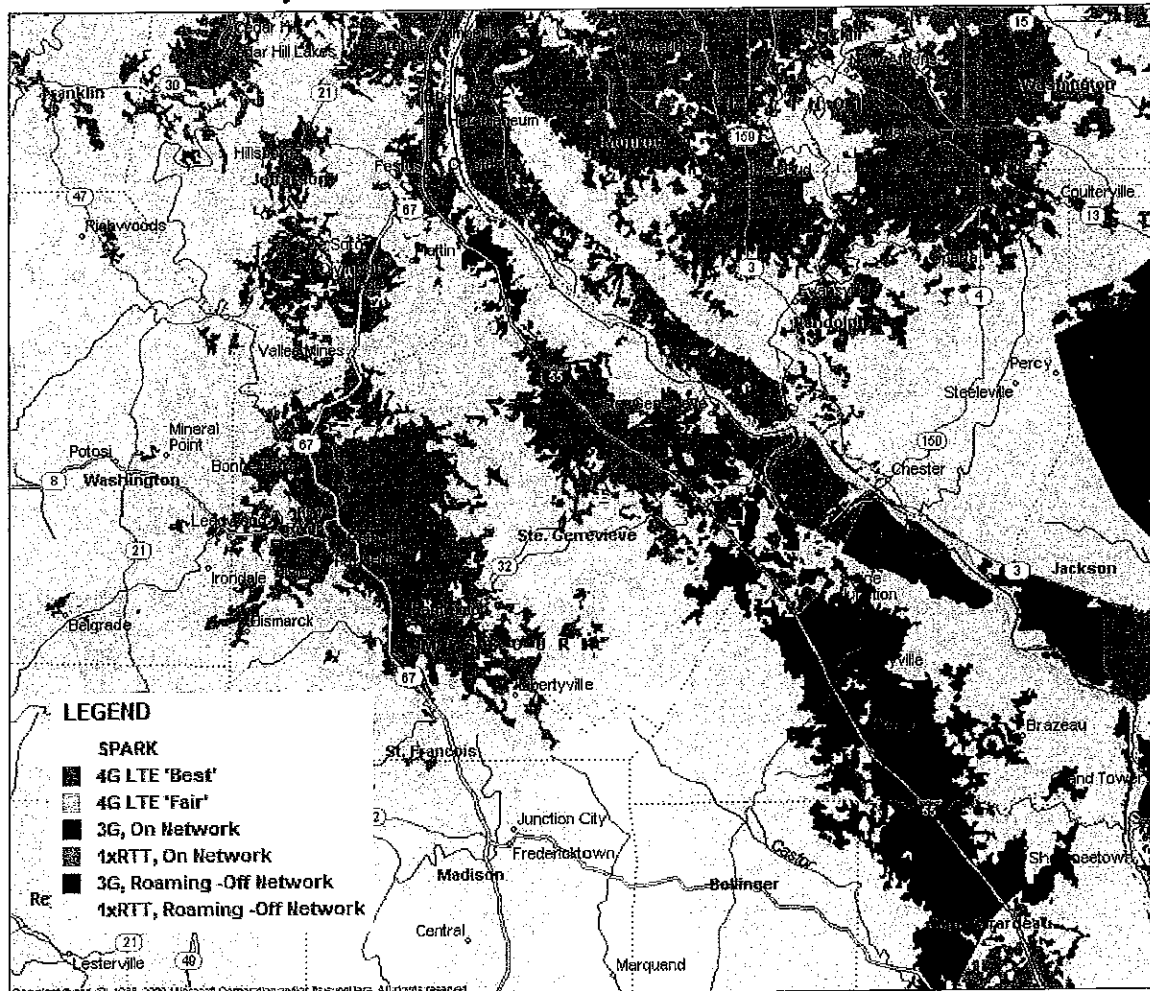
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Washington County

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Services that rely on location information, such as E911 and GPS navigation, depend on your device's ability to acquire satellite signals (typically not available indoors) and network coverage. E911 services also depend on local emergency service provider systems and support. Estimated future coverage is subject to change. Although the map depicts roaming, roaming is included with our rate plans, with the exception of Month to Month Rate Plan. Voice/Data Usage Limitations: Sprint reserves the right, without notice, to limit throughput speeds, and 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: 300 megabytes or a majority of kilobytes. Prohibited network use rules apply www.sprint.com/termsandconditions

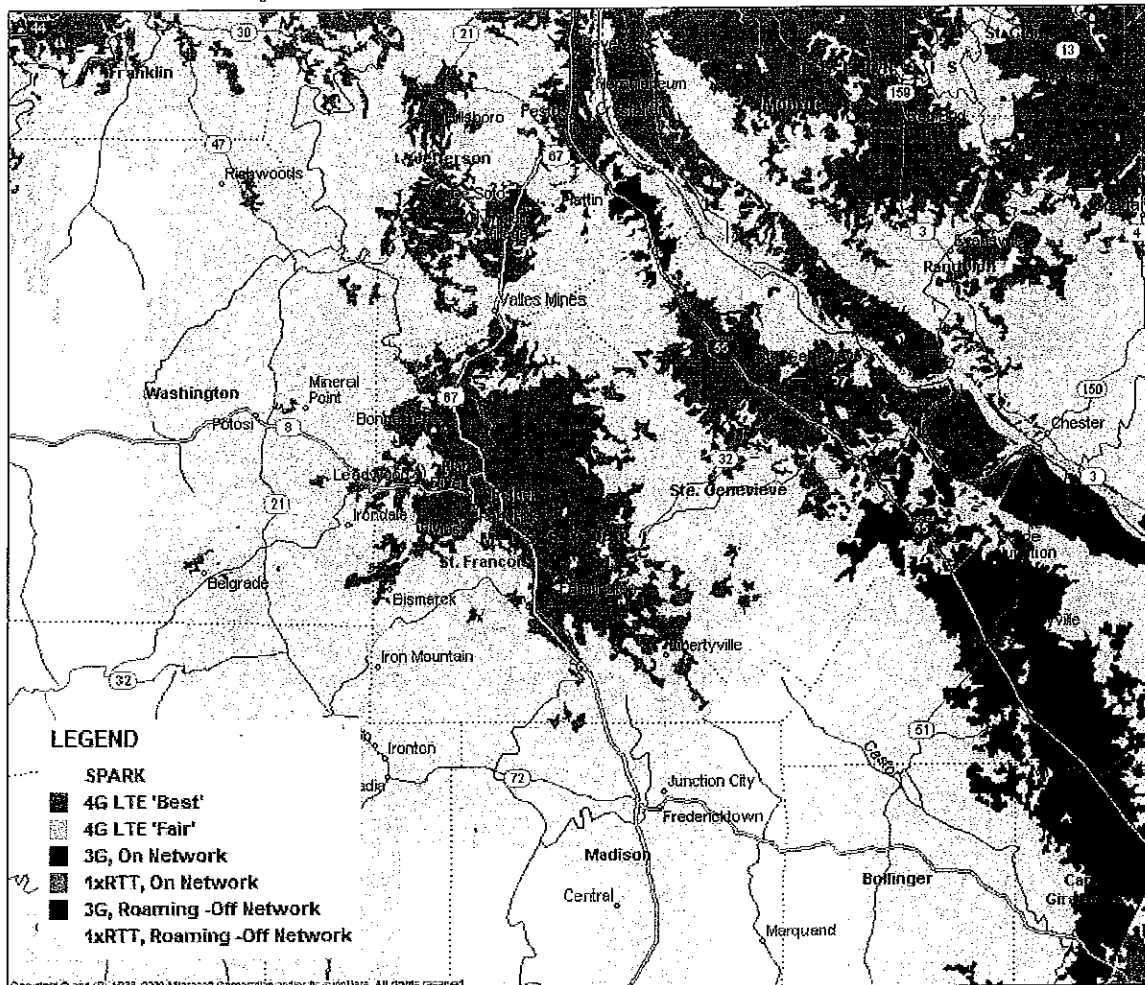
St. Genevieve County

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St. Francois County

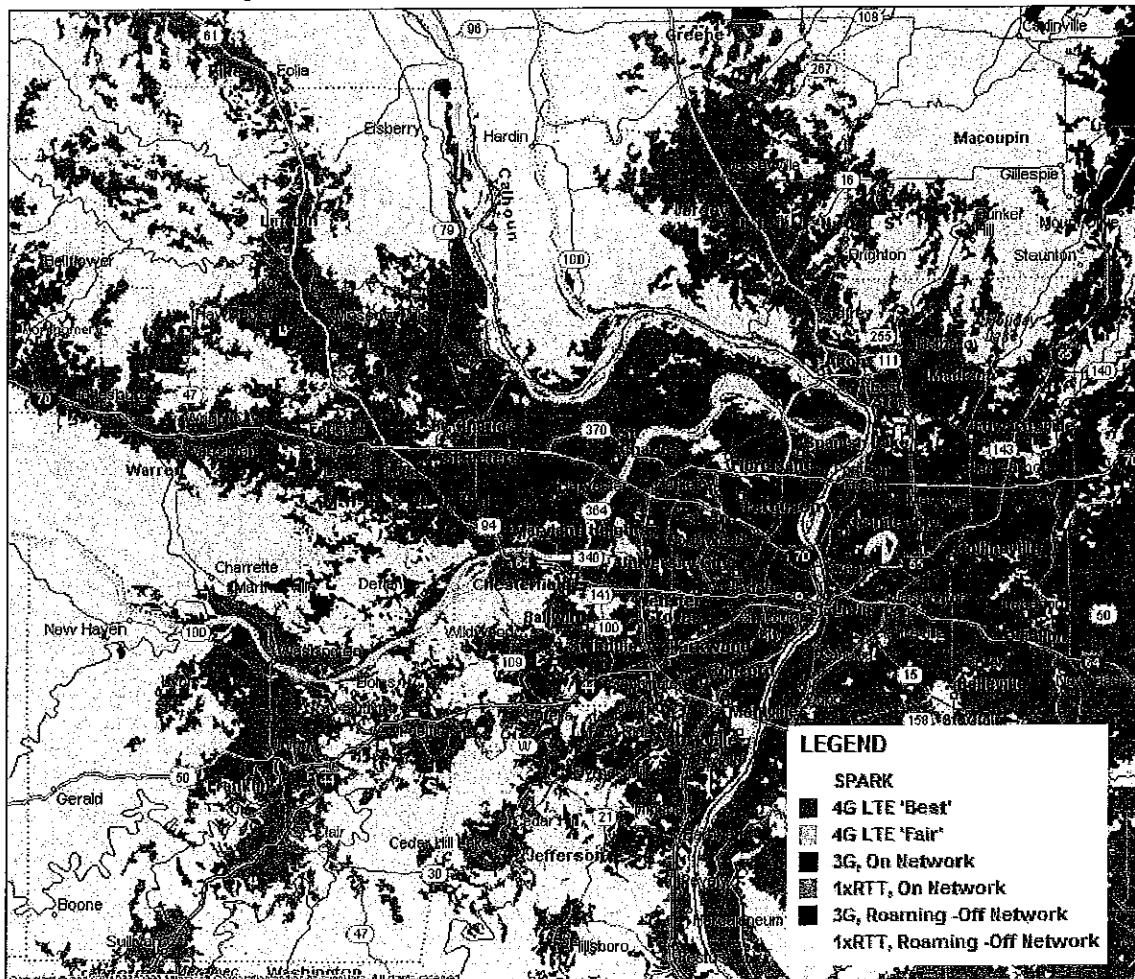


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St. Charles County



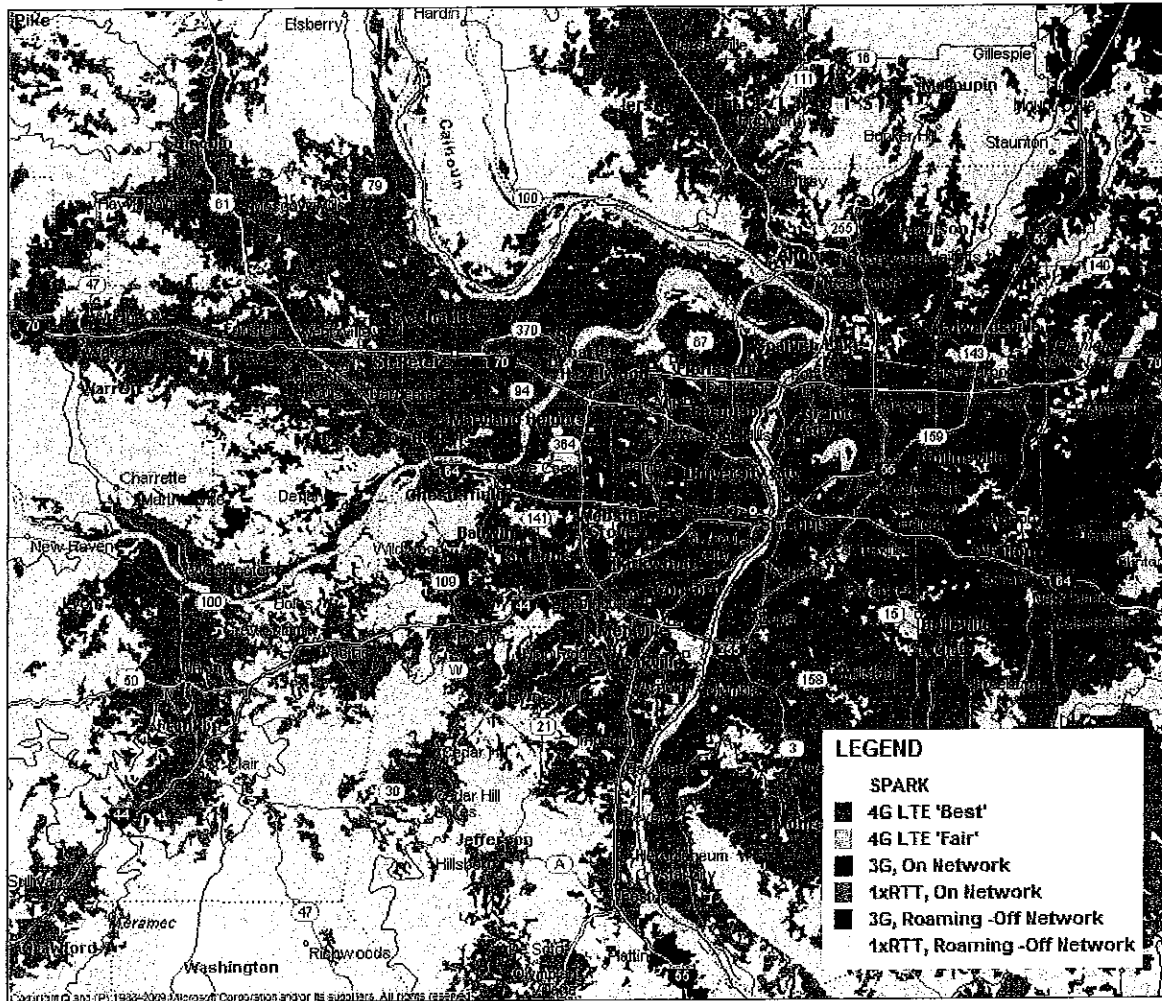
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St. Louis County

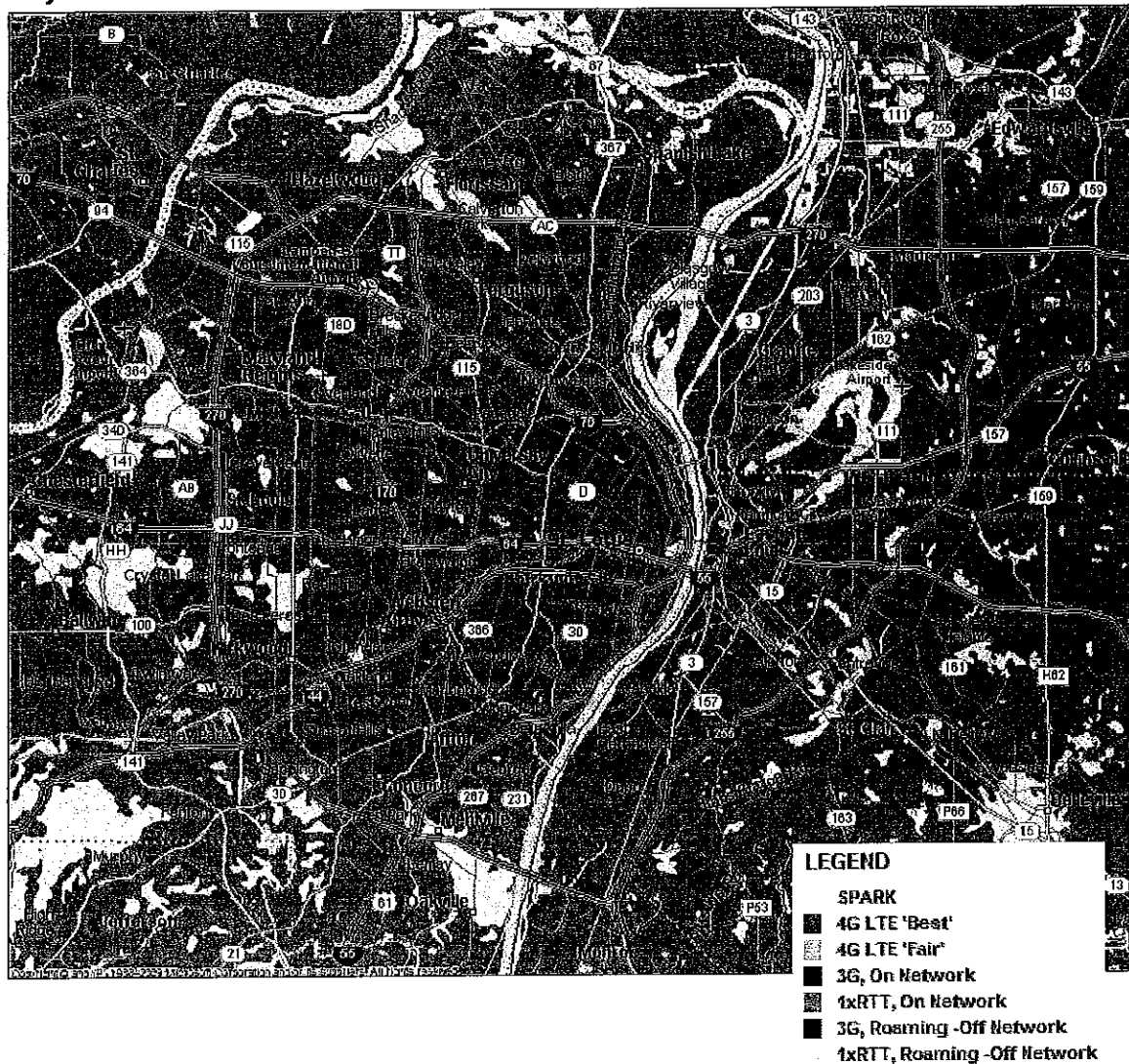


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There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your wireless device, structures, buildings, weather, geography, topography, etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Services that rely on location information, such as E911 and GPS navigation, depend on your device's ability to acquire satellite signals (typically not available indoors) and network coverage. E911 services also depend on local emergency service provider systems and support. Estimated future coverage is subject to change. Although the map depicts roaming, roaming is included with our rate plans, with the exception of Month to Month Rate Plan. Voice/Data Usage Limitations: Sprint reserves the right, without notice, to limit throughput speeds, and 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: 300 megabytes or a majority of kilobytes. Prohibited network use rules apply www.sprint.com/termsandconditions.

City of St. Louis



Our coverage maps provide high level estimates of our coverage areas when using your device outdoors under optimal conditions. Coverage isn't available everywhere. Estimating wireless coverage and signal strength is not an exact science.

There are gaps in coverage within our estimated coverage areas that, along with other factors both within and beyond our control (network problems, software, signal strength, your wireless device, structures, buildings, weather, geography, topography etc.), will result in dropped and blocked connections, slower data speeds, or otherwise impact the quality of services.

Services that rely on location information, such as E911 and GPS navigation, depend on your device's ability to acquire satellite signals (typically not available indoors) and network coverage. E911 services also depend on local emergency service provider systems and support. Estimated future coverage is subject to change. Although the map depicts roaming, roaming is included with our rate plans, with the exception of Month to Month Rate Plan. Voice/Data Usage Limitations: Sprint reserves the right, without notice, to limit throughput speeds, and 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: 300 megabytes or a majority of kilobytes. Prohibited network use rules apply www.sprint.com/termsandconditions.


Attachment 4 Sprint's Wireless Equipment Portfolio

Sprint offers high-quality wireless devices, from leading manufacturers such as Apple, BlackBerry, HTC, Kyocera, LG, Motorola and Samsung. A wide variety of phones are available to meet business requirements, including a large selection of Sprint Spark-capable (Tri-band), 3G/4G LTE, 3G only and Sprint Direct Connect data-capable handsets, many with smartphone PDA functionality.


All Sprint CDMA phones provide a remarkably clear connection with features that work the same virtually anywhere on Sprint 3G and 4G LTE Network. Our industry-leading selection of phones and personal communication devices offer clear calls and full-color screens and most offer the benefits of Sprint mobile broadband data services and digital camera capabilities. The following tables are divided into Sprint Spark-Capable Smartphones, 3G/4G, 3G only and Sprint Direct Connect devices.

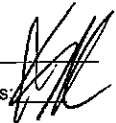
Note: the prices listed are based on a 2 year commitment with 100+ units on an account. Pricing is based on availability and may change without notice.


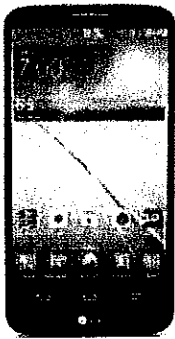
Sprint Spark Capable Smartphones

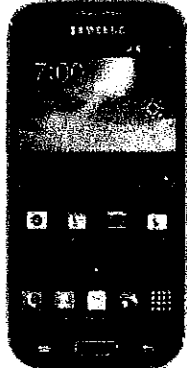
Devices	Features	Price ⁵
<p>Google Nexus 5</p> 	<p>3G, 4G LTE, and Sprint Spark capable 2.26 GHz Qualcomm Snapdragon 800 Quad-Core Processor 4.95" Full HD IPS Display 2GB RAM/32GB ROM 8 MP OIS Camera, 1080p Full HD Video Rear facing and 2 MP Front facing Wi-Fi with hotspot capabilities--802.11 a/b/g/n/ac Bluetooth 4.0 Flash support Google integration Light and proximity sensors NFC Capable Updated LG UI and Sprint ID Full HTML web browser with Google Search Intuitive Rear Key Slim Bezel for edge-to-edge Dimensions: 4.7 x 2.6 x 0.37 Up to 13 hours talk time Included Accessories 2300 mAh Battery Embedded Li-Polymer AC Adaptor</p>	<p>\$99.99</p>


⁵ Pricing does not include applicable fees, taxes and surcharges. Pricing is based upon availability and is subject to change without notice.

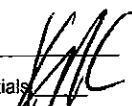
Devices	Features	Price ^b
<p>HTC One (M8)</p> 	<p>3G, 4G LTE and Sprint Spark capable</p> <p>5" Full HD 1080p Touch Screen</p> <p>UltraPixel Rear facing Camera, 5 MP front facing</p> <p>32GB internal memory (ROM) 2GB (RAM)</p> <p>Dimensions: 5.76" 2.78" x .37"</p> <p>Weight: 5.6 oz.</p> <p>2600 mAh lithium ion battery with up to 22 hours talk time</p> <p>3G/4G LTE Mobile HotSpot capability – up to 8 devices</p> <p>WiFi Capable 802.11 b/g/n</p> <p>Sense 6 enhanced user experience</p> <p>Automatically edit photos and videos with soundtracks</p> <p>Enhanced front-facing speakers for more powerful sound</p> <p>More balanced amplifier to boost bass and deliver clearer vocals</p> <p>FIPS 140-2 Certified 256 bit AES Encryption for device storage and VPN Connectivity</p> <p>Strong support for available antivirus and malware protection solutions</p> <p>Microsoft Exchange and IBM Lotus</p> <p>Threaded email messages, HTML formatting, and support for multiple accounts</p> <p>Calendar includes Notes, multiple times zones, and multiple calendar management</p> <p>Enhanced integration with leading MDM solutions</p> <p>Complete device management account tools, data management and connectivity control</p> <p>Microsoft Exchange, Google & Windows Live task integration</p> <p>Integration with the HTC Mail Client</p> <p>Included Accessories</p> <p>2300 mAh Battery non-removable Li-Polymer</p> <p>AC Adaptor</p>	<p>WCSA Price \$99.99 \$199.99</p>

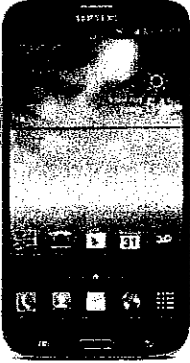


Devices	Features	Price ⁵
<p>LG G Flex</p> 	<p>3G, 4G LTE, and Sprint Spark capable</p> <p>Android 4.2.2 Jellybean (upgradeable to Kit Kat)</p> <p>Display: 6-inch HD (1280 x 720), Curved P-OLED (Real RGB)</p> <p>2.3 Ghz Quad Core Processor (Qualcomm Snapdragon 800)</p> <p>13MP camera and camcorder</p> <p>32 GB eMMC</p> <p>3500 mAh embedded curved battery - up to 29 hours of talk time</p> <p>Q Theater media quick access, dual window split screen viewing</p> <p>Mobile Hotspot Capable - 8 devices</p> <p>International capable</p> <p>Sprint Direct Connect Capable</p> <p>Reduction of noise by 3dB</p> <p>Included Accessories</p> <p>3500 mAh Lithium Ion Battery</p> <p>AC Adaptor</p>	<p>\$249.99</p>
<p>LG G2</p> 	<p>3G, 4G LTE, and Sprint Spark capable</p> <p>2.26 GHz Qualcomm Snapdragon 800 Quad-Core Processor</p> <p>5.2" Full HD IPS Display</p> <p>2GB RAM/32GB ROM</p> <p>13 MP OIS Camera, 1080p Full HD Video</p> <p>Wi-Fi with hotspot capabilities-802.11 a/b/g/n/ac</p> <p>Google integration</p> <p>NFC Capable</p> <p>Updated LG UI and Sprint ID</p> <p>Full HTML web browser with Google Search</p> <p>Intuitive Rear Key</p> <p>Slim Bezel for edge-to-edge</p> <p>Light and proximity sensors</p> <p>Flash support</p> <p>Dimensions: 4.7 x 2.6 x 0.37</p> <p>Included Accessories</p> <p>3000 mAh Lithium Ion Battery</p> <p>AC Adaptor</p> <p>Micro USB cable</p>	<p>\$49.99</p>

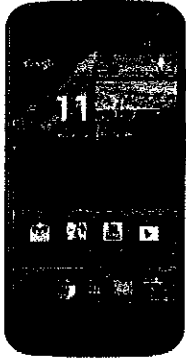
Devices	Features	Price ⁵
<p>Samsung Galaxy S 4 Mini</p> 	<p>3G, 4G LTE, and Sprint Spark capable</p> <p>Android 4.1.2</p> <p>4.3" Super AMOLED™ display</p> <p>1.7 GHz dual core processor</p> <p>Dual cameras –Primary 8 MP with video and flash, 1.9 MP front-facing</p> <p>16GB internal memory(ROM), 1.5GB (RAM)</p> <p>MicroSD card slot supports up to 64GB</p> <p>Wi-Fi 802.11 b/g/n/a</p> <p>Bluetooth 4.0</p> <p>Samsung Link-you to access your content anytime from anywhere</p> <p>S Beam- allows for device-to-device sharing simply by touching phones</p> <p>Messaging and Email: MMS, SMS, Email</p> <p>HAC: M3/T3</p> <p>Dimensions 4.9" x 2.4" x 0.4"</p> <p>Weight: 4.6 oz.</p> <p>Up to 11 hours talk time</p> <p>Included Accessories</p> <p>1900 mAh Lithium Ion Battery</p> <p>AC Charger</p>	<p>\$99.99</p>

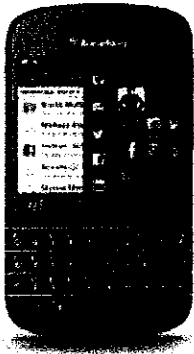
Devices	Features	Price ⁵
<p>Samsung Galaxy S 5</p> 	<p>3G, 4G LTE, and Sprint Spark enabled and HD Voice capable</p> <p>Android 4.4.2 (Kit Kat)</p> <p>5.1" HD Super AMOLED display provides richer colors, darker shadows and faster response times</p> <p>2.5 GHz Quad-core processor: Qualcomm Snapdragon</p> <p>IP67- Water & Dust Resistance</p> <p>16GB internal memory(ROM), 2GB (RAM)</p> <p>MicroSD card slot supports up to 128GB</p> <p>Dual cameras –Primary 16 MP with video, flash, simplified controls and professional features including quicker auto focus and editing on the fly; 2 MP front-facing camera</p> <p>International -GSM/UMTS/CDMA Networks</p> <p>Removable SIM card</p> <p>Fingerprint sensor</p> <p>S Beam - allows for device-to-device sharing simply by touching phones</p> <p>Samsung Hub- Games, Movies, Music, eBooks</p> <p>Air View - Preview content hands-free</p> <p>Watch ON- Rich TV Experience w/ IR</p> <p>Google Play - access to thousands of apps</p> <p>Messaging and Email: MMS, SMS, Email</p> <p>Sprint Zone -Your one-stop source to access your wireless account, phone tips, news, a list of top apps and more</p> <p>Wi-Fi 802.11 b/g/n/a/ac; Bluetooth 4.0</p> <p>The SAFE Solution: Samsung For Enterprise with Knox</p> <p>S Health 3.0 support.</p> <p>Gear Fit support</p> <p>2800 mAh battery</p>	<p>\$199.99</p>

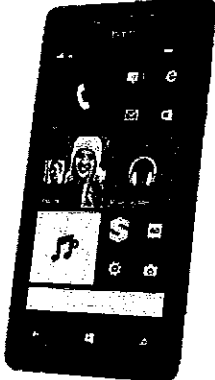



Devices	Features	Price ⁵
<p>Samsung Galaxy Mega</p> 	<p>3G, 4G LTE, and Sprint Spark capable</p> <p>Android 4.2.2 Jelly Bean</p> <p>6.3" HD display</p> <p>1.7 GHz dual-core processor</p> <p>Dual cameras –Primary 8 MP with video and flash, 1.9 MP front-facing</p> <p>8GB internal memory(ROM), 1.5GB (RAM)</p> <p>MicroSD card slot supports up to 64GB</p> <p>International data and voice capable</p> <p>Bluetooth 4.0</p> <p>Wi-Fi 802.11 b/g/n/a</p> <p>Messaging and Email: MMS, SMS, Email</p> <p>HAC: M3</p> <p>Up to 22 hours talk time</p> <p>Dimensions 6.6" x 3.5" x 0.3"</p> <p>Weight: 7 oz.</p> <p>3200 mAh Lithium Ion Battery</p>	<p>\$99.99</p>

Sprint 3G/4G Devices

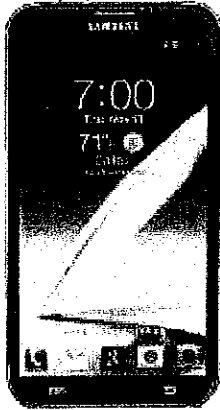
Devices	Features	Price
<p>Moto X</p> 	<p>3G and 4G LTE Capable</p> <p>Android 4.2.2 Jellybean</p> <p>4.7" AMOLED Display</p> <p>1.7 GHz dual-core processor</p> <p>10 MP Rear Camera, 2MP front Camera with Quick Capture Controls.</p> <p>16 GB internal storage / 2 GB RAM</p> <p>No MicroSD Card slot</p> <p>Removable nano SIM</p> <p>Bluetooth 4.0 LE + EDR</p> <p>Wi Fi 802.11a/g/b/n/ac (dual band capable)</p> <p>3G/4G Mobile Hotspot capability supporting up to 5 devices</p> <p>Near Field Communication</p> <p>Hearing Aid Compatible with M4, T4 Rating and Digital TTY/TDD</p> <p>Supports POP, IMAP, Exchange, Gmail</p> <p>Supports multiple languages: English, Spanish, French, Portuguese</p> <p>Touchless Controls</p> <p>Active Display</p> <p>Weight: 4.58 oz.</p> <p>Dimensions: 4.88" x 2.57"</p> <p>Up to 13 hours talk time</p> <p>2200 mAh Non-removable battery</p>	<p>\$49.99</p>

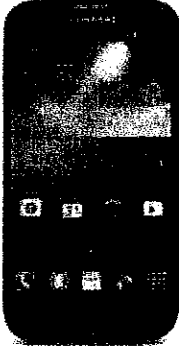
Devices	Features	Price
<p>Blackberry Q10</p> 	<p>3G and 4G LTE Capable</p> <p>BlackBerry 10.1 OS</p> <p>1.5GHz Dual-Core Processor</p> <p>3.1" Super AMOLED Touch Screen</p> <p>Dual Cameras: 8MP Rear facing/2MP Front facing</p> <p>2GB RAM/16GB ROM</p> <p>Full QWERTY Keyboard</p> <p>Threaded text messaging</p> <p>3G/4G LTE Mobile Hot Spot capability</p> <p>Near Field Communication (NFC) Capable</p> <p>BlackBerry Hub, BlackBerry World, BBM Video Sharing, and BlackBerry Balance</p> <p>Wi-Fi with hotspot capabilities—802.11 a/b/g/n</p> <p>Flash support</p> <p>Light and proximity sensors</p> <p>Dimensions: 4.7 x 2.6 x 0.37 inch</p> <p>Weight: 5.07 oz</p> <p>Up to 12 hours talk time</p> <p>2100 mAh Battery</p>	<p>\$149.99</p>

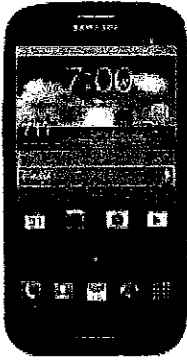
Devices	Features	Price
<p>HTC 8XT Windows Phone</p> 	<p>3G and 4G LTE Capable</p> <p>4.3-inch, WVGA brilliant display with off-center viewing and color enhancement</p> <p>Qualcomm Snapdragon 400 processor with 1.4GHz dual-core CPUs</p> <p>Microsoft Office Mobile</p> <p>Office Hub with read/edit access to popular Microsoft Office Applications (Word, Excel and PowerPoint), plus SharePoint for collaboration on the go and OneNote</p> <p>Corporate email (Microsoft Exchange ActiveSync), personal (POP & IMAP) email and text messaging</p> <p>Full HTML Web browser with Bing Search</p> <p>Dual Cameras-8MP rear-facing, 1.6MP front-facing</p> <p>HTC Sense 5.0</p> <p>Near Field Communication (NFC)</p> <p>Bluetooth 3.0</p> <p>Wi-Fi 802.11 a/b/g/n</p> <p>3G/4G mobile hotspot capability, supporting up to eight Wi-Fi enabled devices simultaneously</p> <p>Windows Mobile OS 8</p> <p>Easy to integrate</p> <p>Robust security and encryption</p> <p>Contribute with Office Mobile</p> <p>Efficiently communicate-People Hub, Outlook, Calendar and Tasks, Lync, Skype</p> <p>1800 mAh Li-Ion Battery</p> <p>Included Accessories</p> <p>Wall Charger with USB Cable</p> <p>3.5mm Headset</p>	<p>\$49.99</p>

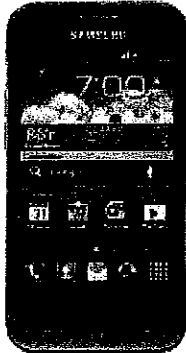
Devices	Features	Price
<p>Samsung ATIV S Neo</p> 	<p>3G and 4G LTE Capable Windows 8 OS/4G LTE 4.77" HD TFT display 1.4 GHz dual core processor Dual cameras –Primary 8 MP with video and flash, 1.9 MP front-facing 16GB internal memory(ROM), 1GB (RAM) MicroSD card slot supports up to 64GB International – Voice: GSM, UMTS / Data: GPRS, EDGE, UMTS, HSPA+, WCDMA Removable SIM card Microsoft Office Mobile ATIV Beam-Sharing photo/music/video with other devices through Near Field Communication (NFC) and Bluetooth 3G/4G Mobile Hot Spot capability supports up to 8 devices Wi-Fi 802.11 b/g/n/a Bluetooth 4.0 Dimensions 2.7" x 5.3" x 0.4" Weight: 5 oz. Up to 14 hours talk time 2000 mAh ion Lithium Battery</p> <p>Included Accessories AC Charger/USB cable combo Paper band/Recycle Bag</p>	<p>\$149.99</p>



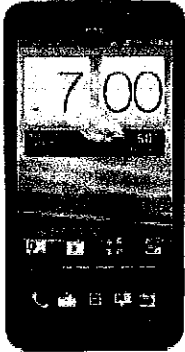

Devices	Features	Price
<p>Samsung Galaxy Note II</p> 	<p>3G and 4G LTE Capable</p> <p>International -GSM/UMTS/CDMA Networks</p> <p>Android 4.1 (Jelly Bean)</p> <p>5.5" HD Super AMOLED Plus display</p> <p>Enhanced S Pen (6.5)</p> <p>1.6 GHz Samsung Exynos Quad-core processor</p> <p>Dual cameras –Primary 8 MP with video and flash, 1.9 MP front-facing</p> <p>16GB internal memory(ROM), 2GB (RAM)</p> <p>MicroSD card slot supports up to 64GB</p> <p>The SAFE Solution: Samsung For Enterprise</p> <ul style="list-style-type: none"> o Mobile Device Management o On-Device Encryption o Corporate Email/Calendar/Contacts o Virtual Private Network <p>AllShare Play-allows you to access your content anytime from anywhere</p> <p>S Beam- allows for device-to-device sharing simply by touching phones</p> <p>Wi-Fi 802.11 b/g/n/a</p> <p>Bluetooth 4.0</p> <p>Samsung TouchWiz UI</p> <p>50GB of Dropbox cloud storage free for 2 years</p> <p>Dimensions: 5.9" x 3.2" x .4"</p> <p>Weight: 6.3 oz.</p> <p>Talk Time- 15 hours</p> <p>3100 mAH Battery</p> <p>Included Accessories</p> <p>3.5mm Headset</p> <p>AC Charge\USB Cable</p>	<p>\$99.99</p>

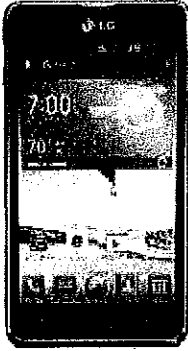
Devices	Features	Price
<p>Samsung Galaxy S 4</p> 	<p>3G and 4G LTE Capable</p> <p>Android 4.2.2 (Jelly Bean)</p> <p>5" HD Super AMOLED Plus display</p> <p>1.9 GHz Quad-core processor –Qualcomm snapdragon</p> <p>International -GSM/UMTS/CDMA Networks with Removable SIM card</p> <p>Dual cameras –Primary 13 MP with video and flash, 2 MP front-facing</p> <p>Air View -Preview content hands-free</p> <p>16GB internal memory(ROM), 2GB (RAM) , MicroSD card slot supports up to 64GB</p> <p>Samsung Link - allows you to access your content anytime from anywhere</p> <p>S Beam - allows for device-to-device sharing simply by touching phones</p> <p>Wi-Fi 802.11 b/g/n/a</p> <p>Bluetooth 4.0</p> <p>50GB of Dropbox cloud storage free for 2 years</p> <p>The SAFE Solution: Samsung For Enterprise with Knox</p> <ul style="list-style-type: none"> o Mobile Device Management <p>On-Device Encryption</p> <p>Corporate Email/Calendar/Contacts</p> <p>Virtual Private Network</p> <p>Dimensions: 5.4" x 2.7" x .3"</p> <p>Weight: 4.6 oz.</p> <p>Talk Time- up to 15.7 hours</p> <p>Included Accessories</p> <p>2600 mAh Lithium Ion Battery</p> <p>AC Charger/USB cable combo</p>	<p>\$149.99</p>


Devices	Features	Price
<p>Samsung Galaxy S III</p> 	<p>3G and 4G LTE Capable</p> <p>Android 4.1 (Jelly Bean)</p> <p>4.8" HD Super AMOLED display</p> <p>S Beam- allows for device-to-device sharing simply by touching phones</p> <p>Dual cameras –Primary 8 MP with video and flash, 1.9 MP front-facing</p> <p>Video: 1080p capture, playback 720p</p> <p>16GB and 32GB internal memory(ROM), 64GB MicroSD card</p> <p>1.5 GHz dual-core processor</p> <p>Samsung Touch Wiz UI</p> <p>Near Field Communications</p> <p>Wi-Fi 802.11 b/g/n/a</p> <p>Bluetooth 4.0</p> <p>Dimensions: 5.4" x 2.8" x .3"</p> <p>Weight: 4.7 oz.</p> <p>Talk Time- 9.2 hours</p> <p>Included Accessories</p> <p>2100 mAh ion Lithium Battery</p> <p>AC Charger/USB cable combo</p>	<p>\$49.99</p>


Devices	Features	Price
<p>Samsung Galaxy Victory 4G LTE</p> 	<p>3G and 4G LTE Capable Android 4.0 (Ice Cream Sandwich) 4.0" WVGA TFT 1.2 GHz dual core Processor: Qualcomm/MSM8960 Lite Dual cameras –Primary 5MP with video and flash, 1.3 MP front-facing 1GB RAM / 4GB ROM/micro SD up to 32GB Samsung Touch Wiz UI Near Field Communications 3G/4G Mobile Hotspot capability – up to 10 devices Wi-Fi 802.11 b/g/n/a Bluetooth 4.0 Google Wallet Google Plus Messaging and Email: MMS, SMS, Email Sprint ID Sprint Zone Dimensions: 4.8" x 2.5" x .05" Weight: 4.9 oz. Talk time: Up to 9 Hours</p> <p>Included Accessories 2100 mAh ion Lithium Battery AC Charger</p>	<p>\$49.99</p>

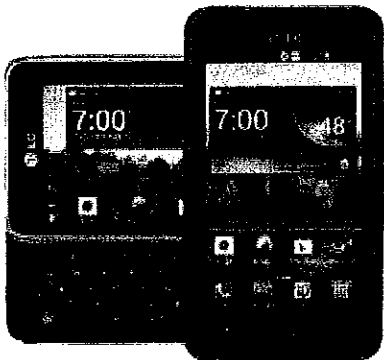


Devices	Features	Price
<p>HTC EVO 4G LTE</p> 	<p>3G and 4G LTE Capable 1.5 GHz Dual Core Processor 4.7" HD 720p Display Slim Sleek design including a Kickstand Android 4.0 (Ice Cream Sandwich) Dual Cameras with instant capture: 8MP rear facing and 1.3MP front facing HD voice capable HTC Sense 4.0 Near Field Communication (NFC) 16GB ROM/ 1GB RAM supports up to 32GB microSD card Dimensions: 5.3" x 2.7" x .35" Weight: 4.7 oz. Up to 7.5 hours of talk time</p> <p>Included Accessories 2000 mAh Battery AC Charger Micro USB Cable</p>	<p>WSCA Price FREE \$49.99</p>
<p>HTC ONE</p>  <p>Everything your phone isn't</p>	<p>3G and 4G LTE Capable 4.7 inch, Full HD 1080p, 468 PPI 1.7 GHz Quad-Core Processor Android 4.1 (Jelly Bean) with HTC Sense Dual Cameras with instant capture HTC Sense 5.0 Near Field Communication (NFC) 2 GB RAM 32 GB Internal Memory International Capabilities Dimensions: 5.4 x 2.7 x .37 Weight: 5 oz. Up to 19 hours talk time</p> <p>Included Accessories 2300 mAh Battery AC Charger USB Cable 3.5mm Headset</p>	<p>\$99.99</p>

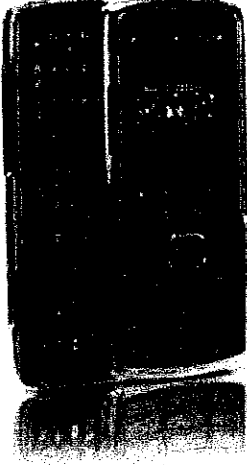

Devices	Features	Price
<p>LG Optimus F3</p> 	<p>3G and 4G LTE Capable 1.2 GHz Dual-Core Processor Enhanced Accessibility Services with Google Talkback 4.0" WVGA IPS with Gorilla Glass 2 Dual Mode Wi-Fi: a/b/g/n Home Key with LED Notification Near Field Communication (NFC) capable DLNA Compatible ULE Platinum Certified QuickMemo to Capture, Create & Share Notes Video Wiz editor Dimensions 4.57" x 2.44" x 0.40 Super Thin & Light (only 0.40" & 4.0oz) Talk Time: up to 16 hours talk-time</p> <p>Included Accessories</p> <p>2460 mAh Li-ION Battery Energy Efficient Charger Micro USB Cable</p>	<p>\$29.99</p>

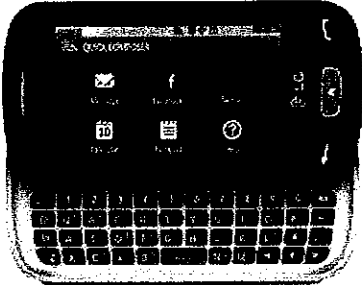

Devices	Features	Price
<p>LG Optimus G</p> 	<p>3G and 4G LTE Capable</p> <p>Quad Core Processor – 1.5 GHz Snapdragon S4 Pro</p> <p>Android 4.0, Ice Cream Sandwich</p> <p>4.7" 1280 x 768 Touch Screen</p> <p>Dual Camera (13MP rear facing, 1.3 VGA front)</p> <p>Full 1080 HD recording, uploading and playback</p> <p>HD Voice</p> <p>Bluetooth Compatibility</p> <p>Wi-Fi Capable</p> <p>Near Field Communication</p> <p>MicroSD Slot</p> <p>Time Catch Shot</p> <p>DLNA certified with MHL</p> <p>LG New UI + Sprint ID</p> <p>Dimensions: 5.19" x 2.71" x 0.33"</p> <p>Weight: 5.11 oz</p> <p>Talk time: Up to 13 Hours</p> <p>Included Accessories</p> <p>2100 mAh Standard battery</p> <p>AC Charger</p> <p>Micro USB cable</p> <p>4GB MicroSD card and adapter</p>	<p>\$99.99</p>

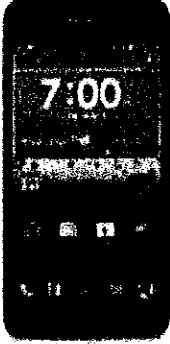
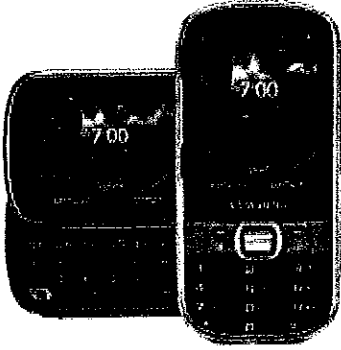
Devices	Features	Price
<p>Sprint Vital</p> 	<p>3G and 4G LTE Capable Android 4.2.2 (Jelly Bean) 5" scratch resistant display 1.5 GHz Dual-core processor Dual cameras – 13MP rear facing and 1.0MP front 1 GB RAM/8GB ROM MicroSD card slot supports up to 64GB Samsung Link-allows you to access your content anytime from anywhere S Beam- allows for device-to-device sharing simply by touching phones Wi-Fi 802.11 b/g/n/a Bluetooth 4.0 Dimensions: 5.4" x 2.7" x .3" Weight: 4.6 oz. Talk Time- up to 15.7 hours</p> <p>Included Accessories:</p> <p>2500 mAh Lithium Ion battery AC travel charger with adapter Micro USB sync cable</p>	<p>FREE</p>

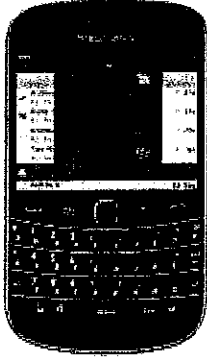
Devices	Features	Price
<p>LG Mach</p> 	<p>3G and 4G LTE Capable</p> <p>Android 4.0, Ice Cream Sandwich</p> <p>Dual Core Processor – 1.2 GHz Qualcomm Snapdragon S4 Plus MSM8960</p> <p>4" WVGA touch screen (480 x 800)</p> <p>Full QWERTY slide out keyboard</p> <p>5MP rear facing with flash and VGA front facing</p> <p>MicroSD slot</p> <p>Wi-Fi Capable</p> <p>Bluetooth 4.0</p> <p>LG New UI + Sprint ID</p> <p>1080p HD recording, uploading and playback</p> <p>QuickMemo</p> <p>Time Catch Shot</p> <p>DLNA Certified</p> <p>Dimensions: 4.65" x 2.56" x .48"</p> <p>Weight: 5.92 oz.</p> <p>Talktime: Up to 9.5 Hours</p> <p>Included Accessories</p> <p>1700 mAh Lithium Ion Battery</p> <p>AC Charger</p> <p>Micro USB cable</p>	<p>FREE</p>

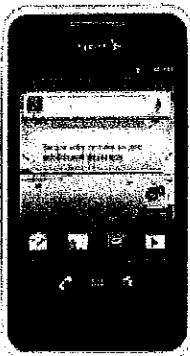
Sprint 3G Devices

Devices	Features	Price
<p>Kyocera Verve</p> 	<p>Slide out QWERTY keyboard 2.4" QVGA (320x240) display 2.0 MP camera with 2x zoom Normal or Large font option for menus Stereo Bluetooth 2.1 + EDR Speakerphone Supported Services: Sprint 3G capable Accessibility features GPS Navigation Enabled SMS Messaging</p> <p>Included Accessories 1100 mAh Lithium Ion Battery AC Charger</p>	<p>\$19.99</p>
<p>Kyocera Kona</p> 	<p>Sprint 3G Capable GPS Navigation Enabled Large, tactile keypad with visual separation for faster, easier typing Internal 2.4" TFT QVGA display External 1.44" TFT color display 2.0 MP camera with 2x zoom Normal or Large font option for menus Stereo Bluetooth 4.0 + LE/EDR Speakerphone SMS Messaging</p> <p>Included Accessories 1000 mAh Standard Battery AC Charger</p>	<p>FREE</p>

Devices	Features	Price
<p>LG Rumor Reflex S</p> 	<p>Sprint 3G Capable 3" WQVGA Touch Screen Dual Mode Full Qwerty keyboard 2 MP camera and camcorder Bluetooth Speakerphone microSD Memory Slot supports up to a 32 GB memory card (sold separately) Eco friendly attributes Dimensions: 4.2"(H) x 2.1"(W) x 0.6"(D) Talk Time up to 5 hours</p> <p>Included Accessories 1000 mAh Standard Battery AC Charger</p>	<p>\$29.99</p>
<p>Kyocera Hydro EDGE</p> 	<p>Sprint 3G Capable Android 4.1 (Jelly Bean) 1 GHz Dual Core QUALCOMM Snapdragon Processor 5.0 MP camera/camcorder 4.0" capacitive impact resistant touchscreen 4GB ROM/1GB RAM internal memory Sprint Direct Connect Now capable Waterproof Smart Sonic – improves audio in loud environments Stereo Bluetooth 4.0 + LE/EDR Speakerphone Dimensions 4.57" x 2.44" x 0.40</p> <p>Included Accessories 1600 mAh Lithium Ion Battery AC Charger</p>	<p>\$19.99</p>

Devices	Features	Price
<p>Kyocera Hydro VIBE</p> 	<p>Waterproof</p> <p>Smart Sonic – improves audio in loud environments</p> <p>Android™ 4.3 (Jelly Bean)</p> <p>1.2 GHz Quad Core QUALCOMM Snapdragon Processor</p> <p>8.0 MP camera/camcorder</p> <p>4.5" qHD (540x960) IPS Capacitive Touchscreen</p> <p>Impact Resistant Display</p> <p>Stereo Bluetooth 4.0 + LE/EDR</p> <p>8GB ROM/1.5GB RAM internal memory</p> <p>Mobile Hotspot Capable</p> <p>Speakerphone</p> <p>Included Accessories</p> <p>2000 mAh Lithium Ion Battery</p> <p>AC Charger</p>	<p><<Z Kyocera Hydro Vibe Price>></p>
<p>Samsung Array</p> 	<p>Sprint 3G Capable</p> <p>2.4" Touchscreen display with full QWERTY keyboard</p> <p>480 MHz Processor</p> <p>2.0 MP camera</p> <p>Web browsing</p> <p>Built in music player with MicroSD card slot (supports up to 32GB)</p> <p>Stereo Bluetooth Wireless Technology</p> <p>Voice Dialing</p> <p>Speakerphone</p> <p>Dimensions: 4.4" x 2.1" x .6"</p> <p>Weight: 4.1 oz</p> <p>Battery type: 1000 mAh Lithium Ion Battery</p> <p>Talktime: Up to 4Hours</p> <p>Included Accessories</p> <p>1000 mAh Lithium Ion Battery</p> <p>AC Charger</p>	<p>\$19.99</p>

Devices	Features	Price
<p>BlackBerry Bold 9930</p> 	<p>Sprint 3G Capable</p> <p>BlackBerry 7.0 OS</p> <p>International GPS capable</p> <p>Qualcomm 1.2GHz Processor</p> <p>8GB onboard memory expandable to 32GB</p> <p>Wi-Fi 801.11 b/g/n and GPS Capable</p> <p>5.0 Megapixel Camera</p> <p>Stereo Bluetooth wireless technology</p> <p>3.5mm headset jack and Micro USB</p> <p>Email - Corporate Outlook (MS Direct Push Tech/MS Active Sync)</p> <p>Email - Personal (POP3 & IMAP)</p> <p>GPS-Enabled (911)</p> <p>Hands free activation</p> <p>Hearing Aid Compatible (HAC) M3/T3</p> <p>MP3/Media Player</p> <p>Dimensions: 4.53" x 2.6" x 0.4"</p> <p>Battery: 1230 mAh standard</p> <p>Weight: 5.3 oz</p> <p>Talktime (Digital): Up to 5.5 Hours</p> <p>Included Accessories</p> <p>1230 mAh Lithium Ion Battery</p> <p>Micro USB Cable</p> <p>AC Charger</p> <p>Holster</p> <p>Wired Stereo headset</p>	<p>\$199.99</p>

Devices	Features	Price
<p>Optimus Elite by LG</p> 	<p>Sprint 3G Capable 800MHz Qualcomm MSM8655 Chipset 512MB RAM and 4GB ROM Android 2.3 Near-field Communication (NFC) with Google Wallet 5 Megapixel Camera Mobile Hotspot Capable Wi-Fi Capability Bluetooth Compatibility Environmentally friendly features Dimensions 4.58"x 2.47"x 0.39" Weight: 4.25 oz. Talk Time- 7.3 hours</p> <p>Included Accessories 1520 mAh Lithium Ion Battery AC Charger Micro USB Cable</p>	<p>Free</p>

Sprint Direct Connect

The portfolio of Sprint push-to-talk services allows individuals and groups to get more done, quickly and easily with the push of a button. This industry leading portfolio of push-to-talk services offers gold standard push-to-talk services with blazing data speeds and greater voice coverage.

Features and Capabilities

Sprint Direct Connect devices include a variety of the following characteristics depending on the phone:

- Ruggedized handsets designed for hazardous and hostile environmental conditions; rain resistant models and intrinsically safe models
- Rugged devices meeting military 810F specifications
- Executive handsets offering capabilities including Corporate Email capabilities, integrated cameras, location-based services, and Bluetooth technology and mobile messaging
 - Monoliths and executive flip styles


Sprint Direct Connect devices include a wide variety of service and feature capabilities. Please check the availability of services for the specific devices you prefer. Some applications and features may vary; however the following portfolio of features is standard with all Direct Connect devices:


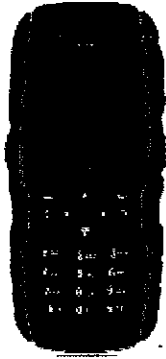
Direct Connect – Instant, one-to-one push-to-talk communication nationwide with any other Direct Connect subscriber



Group Connect – Communicate or coordinate activities with up to 20 other Direct Connect subscribers all at once

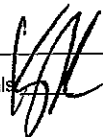
Call Alert – Send a repeating alert to let another Direct Connect subscriber know you are trying to reach him/her

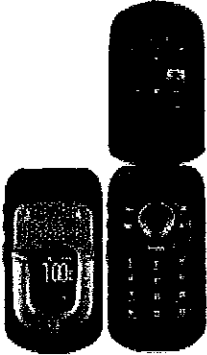
- o Advanced business applications, running on the Sprint 3G network, can bring the full benefits of true mobile productivity to Sprint Direct Connect users

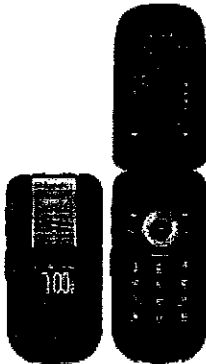
Devices	Features	Price
<p>Kyocera Torque 4G LTE</p> 	<p>Sprint Direct Connect</p> <p>Mil Spec 810G including immersion</p> <p>Smart Sonic – better audio performance</p> <p>Sprint 3G and 4G LTE Capable</p> <p>4.0" Touchscreen, WVGA IPS</p> <p>Android 4.0 (Ice Cream Sandwich)</p> <p>Dual Core 1.2 GHz QUALCOMM Snapdragon Processor</p> <p>5.0MP camera/camcorder w/ 1.3MP FF camera</p> <p>Bluetooth 4.0 LE</p> <p>Near Field Communication (NFC)</p> <p>Wi-Fi capable and Mobile Hotspot (up to 5 devices) capable</p> <p>4GB ROM/1GB RAM internal memory</p> <p>Supported Services</p> <p>GPS Navigation Enabled</p> <p>Sprint ID</p> <p>Sprint Mobile Sync</p> <p>Sprint Connections Optimizer</p> <p>SMS Messaging</p> <p>Included Accessories</p> <p>2500 mAh Lithium ion (Li-Ion)</p> <p>AC Charger</p>	<p>\$49.99</p>

Devices	Features	Price
<p>Sonim XP Strike</p> 	<p>Sprint Direct Connect Beyond Mil-Spec certifications of 810G 2 MP camera/camcorder with LED flash 8GB MicroSD Card Slot 2.0" QVGA Display Bluetooth v2.1 + EDR Qualcomm QSC6085 chipset 3 Year Manufacturer's Warranty <ul style="list-style-type: none"> o Covers accidental damage o Same warranty procedures as other all other Sprint devices Dimensions: 4.95" x 2.3" x .98" Weight: 6.52oz. Talk Time- 9.5 hours</p> <p>Included Accessories 1950 mAh battery AC Charger</p>	<p>\$99.99</p>
<p>Sonim XP Strike IS</p> 	<p>Sprint Direct Connect Intrinsically Safe - Classes I, II and III, Division 1, Groups A - G Beyond Mil-Spec certifications 8GB MicroSD Card Slot 3 year warranty <ul style="list-style-type: none"> o Covers accidental damage o Same warranty procedures as other all other Sprint devices 2.0" QVGA Display Bluetooth v2.1 + EDR Talk Time- 9.5 hours Qualcomm QSC6085</p> <p>Included Accessories 2000 mAh battery AC Charger</p>	<p>\$599.99</p>

Devices	Features	Price
<p>Motorola Admiral</p> 	<p>Android 2.3 1.2 GHz processor 3.1" Full VGA Display QWERTY Keypad Built to military specifications to withstand dust, shock, vibration and temperature extremes 5 MP camera with flash and 720p HD video capture Wi-Fi Hotspot Capable Stereo Bluetooth 1.4GB Internal Memory 32GB MicroSD Card Slot Stereo Bluetooth 2.1+EDR 1.4GB Internal memory Talk Time 9.0 hours</p> <p>Included Accessories 1860mAh Lithium Ion Polymer Battery AC Charger with USB Cable</p>	<p>\$69.99</p>
<p>Kyocera DuraPlus</p> 	<p>Sprint Direct Connect Dual band CDMA/EV-DO RevA Military Standard 810G for Dust, Shock, Vibration, Blowing rain, Temp Extremes, Low Pressure, Solar Radiation, Salt Fog, Humidity and Immersion (up to 30 minutes in up to one meter of water) LED Flashlight with dedicated button Bright display for outdoor settings External charging contacts Bluetooth Speakerphone No Camera GPS Navigation Enabled SMS Messaging 3rd party data applications Dimensions: 5.3" x 2.2" x 1.0" Weight: 6.7 ounces Up to 9.5 hours talk time</p> <p>Included Accessories 1,650 mAh Lithium Ion Battery AC Charger</p>	<p>\$49.99</p>



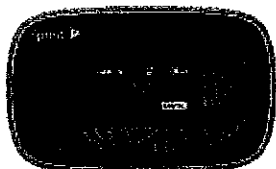
Devices	Features	Price
<p>Kyocera DuraXT</p> 	<p>Sprint Direct Connect</p> <p>Military Standard 810G for Dust, Shock, Vibration, Blowing rain, Temp Extremes, Low Pressure, Solar radiation, Salt Fog, Humidity and Immersion (up to 30 minutes in up to one meter/3.28ft. of water)</p> <p>3.2 MP Camera w/flash and Camcorder</p> <p>Stereo Bluetooth 2.0 + EDR</p> <p>Powerful Speakerphone</p> <p>2.5 mm Stereo Headphone Jack (Supports PTT Headsets)</p> <p>32GB MicroSD Card Slot</p> <p>QVGA Display</p> <p>Enhanced User Interface</p> <p>Sprint Direct Connect</p> <p>GPS Navigation Enabled</p> <p>SMS Messaging</p> <p>3rd party data applications Mobile Sync Family Locator</p> <p>Dimensions: 4.0" x 2.1" x 1.1"</p> <p>Weight: 5.3 oz.</p> <p>Up to 9.2 hours of talk time</p> <p>Included Accessories</p> <p>1360mAh Standard Battery</p> <p>AC Charger</p> <p>micro SD card (1GB) + card adapter</p>	<p>\$49.99</p>

Devices	Features	Price
<p>Kyocera Duracore</p> 	<p>Sprint Direct Connect</p> <p>QVGA Display</p> <p>Military Standard 810G for Dust, Shock, and Vibration</p> <p>Stereo Bluetooth 2.0 + EDR</p> <p>2.0 megapixel camera</p> <p>2.5 mm Stereo Headphone Jack (Supports PTT Headsets)</p> <p>SMS, MMS messaging capability</p> <p>GPS Navigation Enabled</p> <p>3rd party data applications</p> <p>Dimensions: 4.58" x 2.01" x 0.73"</p> <p>Weight: 4.98 oz.</p> <p>Up to 8 hours talk time</p> <p>Included Accessories</p> <p>AC Charger</p> <p>microSD card (1GB) + card adapter</p> <p>Standard battery</p>	<p>FREE</p>

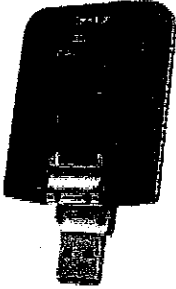
3G & 4G Connection Devices Portfolio

Sprint offers several mobile broadband connection devices to help Jefferson County mobile workers get the data they need no matter where they are. Combined with 3G/4G Connection Card Plans, Jefferson County employees can wirelessly access their email, the corporate network, and the Internet on the Sprint 3G and 4G Networks.


Note: the prices listed are based on a 2 year commitment with 100+ units on an account. Pricing is based on availability and may change without notice.

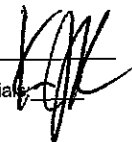
Cards/Modems/Hotspots	Features	Price
<p>MiFi 500 LTE Mobile Hotspot by Novatel Wireless</p> 	<p>3G CDMA / 4G LTE</p> <p>1.54" OLED display, black and white display</p> <p>1800 mAh Battery provides up to 10 hours of typical use</p> <p>Supports up to 10 Wi-Fi users +1 tethered via USB</p> <p>No software installation required</p> <p>Manage advanced settings including security, guest Wi-Fi, etc. via Novatel's Web UI</p> <p>IPv4 NAT and IPv6 Firewall</p> <p>Unique Wi-Fi password</p> <p>Automatic HTTP redirect</p> <p>Ability to disable WS</p> <p>MAC address filtering</p> <p>Wi-Fi privacy separation</p> <p>Hacker prevention features</p> <p>Supports Hands-Free Activation via OMA-DM</p> <p>Auto-Connect capable/Auto NDIS</p> <p>Supports Data Link via over the air OMA Configuration</p> <p>Support Over-the-Air updates firmware/PRL updates</p> <p>Included Accessories</p> <p>1800 mAh Li-Ion Battery</p> <p>Removable battery door</p> <p>A/C Charger (w/USB port)</p>	<p>\$49.99</p>

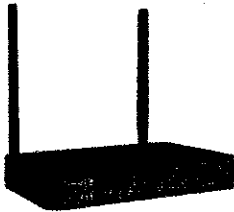


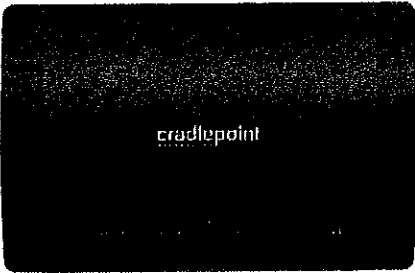
Cards/Modems/Hotspots	Features	Price
<p>NETGEAR 341U USB Modem</p> 	<p>3G CDMA / 4G LTE</p> <p>.9" OLED display, black and white display</p> <p>No software installation required.</p> <p>Connection Manager application will be stored on the USB</p> <p>Manage connectivity settings via Novatel's Web UI</p> <p>Rotating USB connector</p> <p>External Antenna Ports available</p> <p>Supports Hands-Free Activation via OMA-DM</p> <p>Auto-Connect capable/Auto NDIS</p> <p>Supports Data Link via over the air OMA Configuration</p> <p>Support Over-the-Air updates firmware/PRL updates</p> <p>Compatible Wi-Fi router to share your connection with others</p> <p>Secure access to data without having to work within a LAN</p> <p>Compatible with laptop or desktop with Windows, Mac or Linux OS without the need for certification or installation permissions on the host PC.</p> <p>Included Accessories</p> <p>18" Extension cable + clip</p>	<p>\$19.99</p>



Cards/Modems/Hotspots	Features	Price
<p>NETGEAR Zing Mobile Hotspot</p> 	<p>Tri Mode 3G CDMA / 4G LTE / GSM for International roaming</p> <p>2.4" TRU-Touch LCD Screen Display</p> <p>2500 mAh Battery provides up to 10 hours of typical use</p> <p>Supports up to 10 simultaneous Wi-Fi users and 1 tethered user</p> <p>Battery offers advanced power management and larger battery for improved battery life</p> <p>Intuitive Web user interface.</p> <p>SSID, password, Wi-Fi, Battery, Network and Software information</p> <p>GPS allows connected devices to receive GPS coordinates while on the go for Location Based Services</p> <p>Manage advanced settings including security, guest Wi-Fi, etc. via NETGEAR's Web UI</p> <p>Supports Hands-Free Activation via OMA-DM</p> <p>Auto-Connect capable/Auto NDIS</p> <p>Supports Datalink via over the air OMA Configuration</p> <p>Support Over-the-Air updates firmware/PRL updates</p> <p>External Antenna Ports available</p> <p>No software installation required</p> <p>Included Accessories</p> <p>2500 mAh Li-Ion battery</p> <p>A/C Charger with USB port</p>	<p>\$49.99</p>



Cards/Modems/Hotspots	Features	Price
<p>NETGEAR LTE GATEWAY 6100D</p> 	<p>3G/4G LTE tri-mode (800, 1900, and 2500 MHz bands) 802.11 a/b/g/n/ac Wi-Fi (2.4 Ghz and 5 Ghz) 4 Gigabit Ethernet Ports 1 WAN Port with Power over Ethernet WAN to WWAN failover support for critical applications Advanced security features and VPN client support USB port for mass storage and printer support 2 SMA connectors for external WAN antennas 1 SIM card slot Maximum of 80 (default 64) wireless clients Extended temperature range allows the device to operate in a wider temp range than many other modems Protocols: IP forwarding; Static routing; DNS; DHCP Server; DHCP Relay; Firewall; NAT; NAT Port Forwarding; NAT ALGs; UPnP IGD and PnP-X; VPN Pass-Through; IP Quality of Service; IPv6; GRE Network Management: UPnP; Remote Web Management; Smart setup wizard; Traffic Monitoring; Content Filtering; block sites, block services, block schedule, email notification, event logs; Maintenance: router status, attached devices, backups, set password; Port Forwarding; Port Triggering Firewall: Stateful packet inspection (SPI); Intrusion logging and reporting, Denial of Service (DoS) and DDoS protection; NAT traversal (VPN pass-through) for IPSec, PPTP and L2TP VPNs Mode of Operation: Port and Network Address Translation (PAT/NAT), static routing IP Address Assignment: Static IP address assignment, internal DHCP server on LAN, DHCP client on WAN; Domain Filtering & Parental Controls Data Link: Supported – Programmed OTA IP Pass-Thru: Supported VPN Pass-Thru: Supported</p>	<p>\$199.99</p>

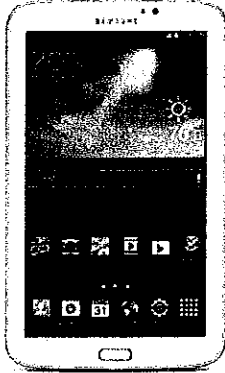
Cards/Modems/Hotspots	Features	Price
<p>Cradlepoint MBR95 Wireless Router</p> 	<p>Internet Connections: 3G/4G networks via USB modem 1 Ethernet WAN port (10/100) Supports Cable/DSL Modems with Dynamic IP, Static IP, PPPoE, PPTP, and L2TP connection types</p> <p>Local Connections 4 Ethernet LAN ports (10/100) Wi-Fi: 802.11 b/g/n Wi-Fi Features Up to 32 Wi-Fi clients Supports 64/128-bit WEP and WPA/WPA2 (personal & enterprise) encryption modes Internal Wi-Fi antennas offer over 600 foot Wi-Fi range Wi-Fi on/off switch available if customer would like to turn off Wi-Fi broadcasting Frequency Band Operation 2.4GHz Wi-Fi broadcast Security Ability to hide Wi-Fi network name (SSID) Internet access control (Filtering of Services, Users, URLs, or MAC addresses) Firewall features Network Address Translation (NAT) and Stateful Packet Inspection (SPI) which protects against DoS Attacks Easy-To-Use Security Setup Wizard (No Software To Install) Multiple concurrent IPSec, L2TP and PPTP VPN pass-through sessions Sprint DataLink support Easy local or remote management via HTTP, HTTPS, and SNMP Dimensions: 7.9" x 5.3" x 1.5" (200mm x 135mm x 38.5mm) Sprint Supported Devices (3G and 4G) as of 5/17/2011: Novatel: U760, U727, U720 Sierra: 250U, 598U, Compass 597, 595U Franklin: U600, U301, U300, U680 Ubee: U1901 (4G single mode)</p>	


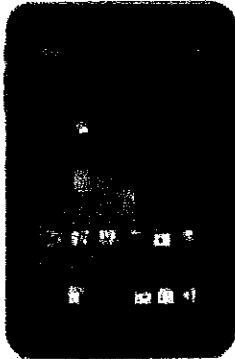
Sprint 3G and 4G Laptops and Tablets

Sprint 3G and 4G embedded laptops and tablets were built to be taken with you-to the store, the gym, your daily commute, and of course, on the road. Whether on a cross-country business trip, or just a crosstown meeting, connectivity has never meant so much.

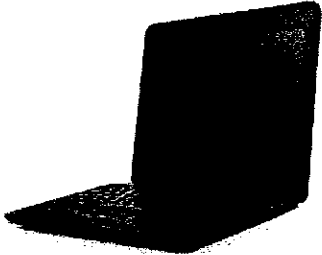
Select a 3G/4G LTE Tablet from Sprint, pair it with a data plan, and hunting for a hotspot becomes a thing of the past.

Note: the prices listed are based on a 2 year commitment with 100+ units on an account. Pricing is based on availability and may change without notice.

Devices	Features	Price
<p>Samsung Galaxy Tab 3</p> 	<p>4G (LTE)</p> <p>Android Jellybean 4.2</p> <p>7" WSVGA display</p> <p>1.7 GHz dual core processor</p> <p>Dual cameras –Primary 3 MP with video, 1.3 MP front-facing</p> <p>16GB internal memory (ROM), 1.5GB (RAM)</p> <p>MicroSD card slot supports up to 64GB</p> <p>Removable SIM card</p> <p>Wi-Fi 802.11 b/g/n</p> <p>Bluetooth 4.0</p> <p>3G/4G Mobile Hot Spot capability – up to 10 devices</p> <p>Email, no SMS Messaging</p> <p>Samsung Hub</p> <p>Samsung Link</p> <p>Google Mobile Services</p> <p>Sprint Zone</p> <p>Dimensions: 7.4"x 4.4" x 0.4"</p> <p>Weight: 11 oz.</p> <p>4000 mAh battery</p>	<p>\$49.99</p>

Devices	Features	Price
<p>Samsung Galaxy Tab II</p> 	<p>3G/4G LTE Android 4.0 (Ice Cream Sandwich) 10.1" WXGA (1280x800) TFT 1.5 GHz dual-core processor (Qualcomm/MSM8960) Dual cameras –Primary 3.0 MP rear –facing, VGA front-facing 1GB RAM, 8GB ROM, microSD slot (up to 64GB) 3G/4G Mobile HotSpot capability – up to 10 devices SAFE Certified: Samsung for Enterprise</p> <ul style="list-style-type: none"> o Mobile Device Management o On-Device Encryption o Corporate Email/Calendar/Contacts o Virtual Private Network <p>Samsung Media Hub Smart Peel Remote (Peel application) Samsung TouchWiz Wi-Fi 802.11 b/g/n/a Bluetooth 4.0 Dimensions: 10.1" x 6.9" x .38" Weight: 21 oz Battery type: 7000 mAh Lithium Ion Active Use Time: Up to 14 Hours</p>	<p>\$349.99</p>
<p>Sprint Optik 2</p> 	<p>3G 7-inch capacitive touch screen Android 4.1.2 (Jelly Bean) Dual cameras 5.0MP rear facing autofocus with flash and 2.0MP front facing 1.2 GHz quad core processor 8GB internal memory, 1GB RAM MicroSD capable, supports up to 32GB Mobile Hotspot-supports up to 5 users Wi-Fi Capable b/g Swype Bluetooth Stereo Speakers 4000 mAh battery</p>	<p>FREE</p>



Devices	Features	Price
<p>Lenovo ThinkPad X131e</p> 	<p>3G CDMA with Qualcomm Gobi3000 Windows 7 Home Premium (64-bit) Intel Celeron Processor 1007U (Dual Core 1.5 GHZ) 11.6" HD LED Anti-Glare Screen (1366x768) 2 GB RAM 320 GB hard drive 720p HD webcam Wi-Fi a/b/g/n, Bluetooth 4.0 I/O Ports</p> <ul style="list-style-type: none"> o 1 HDMI 1.4 o 2 USB 3.0 o 1 USB 2.0 (powered) o 1 VGA o 1 4-in-1 SD card reader (SD/SDHC/SDXC/MMC slot) <p>6 cell battery with up to 8.5 hours battery life Weighs Under 4 lbs</p> <p>Strong Rugged Design</p> <p>MilSpec tested for durability Faster graphics performance with Intel HD graphics Rubber bumpers around the top cover and Stronger corners – built to absorb Stronger Ethernet, USB and AC ports Spill Resistant, Strong island-style Keyboard with 60% reduced gap to prevent objects from wedging under keys and protects keys from being removed. Stronger, Stainless Steel Hinge Brackets designed to last 50,000 cycles Always-on Active Protection System™ to prevent HDD shock Dustless Fan to reduce maintenance costs when using in harsh conditions</p> <p>Data Security</p> <p>Self-encrypting drives that protect data on the hard disk drives in case of loss or theft Hardware Password Manager for central security management of self-encrypting drives BIOS Port Lock to disable all input and output ports remotely without any additional hardware Provides superior web conferencing with Keystroke noise suppression, high-quality webcam, and superior dual digital array microphones</p>	<p>\$149.99</p>

Apple Devices

Sprint offers both the iPhone 5S and the iPhone 5C. The following provides specifications and pricing for both.

iPhone 5s Specifications

A7 chip with 64-bit architecture

- Up to 2 times faster CPU and graphics performance compared to A6 chip
- 64-bit desktop-class architecture in the palm of your hand
- A7 chip supports OpenGL ES 3.0 to deliver detailed graphics and complex visual effects
- iOS 7 and built-in apps are optimized for the A7 chip

M7 coprocessor

- Measures motion data from the accelerometer, gyroscope, and compass resulting in better overall battery life
- Sensor switches maps from driving to walking turn-by-turn navigation so you may continue on foot
- Reduces network pinging to spare your battery

Siri – Intelligent Assistant

Cellular:

- 4G LTE with up to 13 LTE bands
- CDMA EV-DO Rev. A and Rev. B (800, 1700/2100, 1900, 2100 MHz)
- UMTS/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz)
- GSM/EDGE (850, 900, 1800, 1900 MHz)

Wireless data

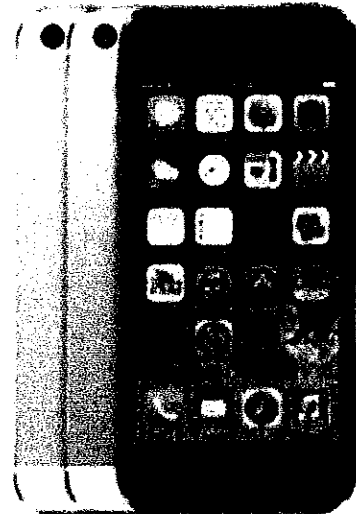
- 802.11a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)
- Bluetooth 4.0 wireless technology

GPS: Assisted GPS and GLONASS

iSight 8 megapixels camera

- 2x faster autofocus, faster photo capture, and higher video frame rates
- FaceTime HD camera
- 15 percent larger sensor
- Bigger pixels, measuring 1.5 microns.
- Aperture of $f/2.2$.
- Photo geotagging
- Continuous burst mode snapping 10 photos per second
- True Tone flash, Auto image stabilization, Slow-motion video, and Live video zoom

iCloud: Lets you access your content on all of your devices, automatically



Touch ID

- Fingerprint identity sensor built into the Home button
- Highly secure way to access your phone
- Capable of 360-degree readability
- Can also approve purchases from iTunes, App Store, and iBookstore
- Ability to enroll up to 5 trusted fingerprints

Battery⁶

- Built-in rechargeable lithium-ion battery
- Talk time: Up to 10 hours on 3G
- Standby time: Up to 250 hours
- Internet use: Up to 8 hours on 3G, up to 10 hours on LTE, up to 10 hours on Wi-Fi
- Audio playback: Up to 40 hours
- Video playback: Up to 10 hours

Retina display: 4-inch (diagonal) widescreen Multi-Touch display

Resolution: 1136-by-640-pixel resolution at 326 ppi

Storage: 16GB, 32GB, or 64 GB

Weight: 3.95 ounces (112 grams)

Dimensions: 123.8 mm by 58.6 mm by 7.6 mm⁴

In the box: iPhone 5s with iOS 7, Apple EarPods with Remote and Mic, Lightning to USB Cable, USB Power Adapter, and Documentation

Input and output: Lightning connector, 3.5-mm stereo headphone mini-jack, built-in speaker, built-in microphone,

Nano-SIM: iPhone 5s is not compatible with existing micro-SIM cards.

System Requirements

- Apple ID (required for some features)
- Internet access
- Syncing with iTunes on a Mac requires Mac: o Syncing with iTunes on a Mac requires Mac: Mac: OS X v10.6.8 or later
- PC: Windows 8; Windows 7; Windows Vista; or Windows XP Home or Professional with Service Pack 3 or later
- iTunes 11.1 or later (free download from www.itunes.com/download)

For a complete set of iPhone 5 technical specifications, go to <http://www.apple.com/iphone-5s/>

iPhone Pricing

iPhone	Memory Options	Price*
iPhone 5s	16 GB	\$149.99
	32 GB	\$299.99
	64 GB	\$399.99

* Prices based on a 2-year commitment with 100+ lines of service and are subject to change without notice.

⁶ All battery claims depend on network configuration and many other factors; actual results will vary. Rechargeable batteries have a limited number of charge cycles and may eventually need to be replaced by an Apple service provider. See www.apple.com/batteries for more information. For more details of iPhone performance tests for talk time, standby time, Internet use over 3G, Internet use over Wi-Fi, video playback, and audio playback, see www.apple.com/iphone/battery.html.

iPhone 5c Specifications

iPhone 5c features an all-new colorful design combined with the amazing technologies of iPhone 5 and more. It includes the stunning 4-inch Retina display, the blazing-fast A6 chip, iSight and FaceTime HD cameras, ultrafast LTE wireless, and great battery life. The Apple-designed iPhone 5c comes in six vibrant colors. iPhone 5c comes with iOS 7, the most significant iOS update since the original iPhone, featuring a stunning new design and hundreds of new features, including Control Center, smarter multitasking, AirDrop for iOS, enhanced Camera and Photos apps, and more.

A6 chip

- State-of-the-art performance and graphics, so apps open faster, games look better, and web pages load quicker

Siri – Intelligent Assistant**Cellular:**

- 4G LTE with up to 13 LTE bands
- CDMA EV-DO Rev. A and Rev. B (800, 1700/2100, 1900, 2100 MHz)
- UMTS/HSPA+/DC-HSDPA (850, 900, 1700/2100, 1900, 2100 MHz)
- GSM/EDGE (850, 900, 1800, 1900 MHz)

Wireless data

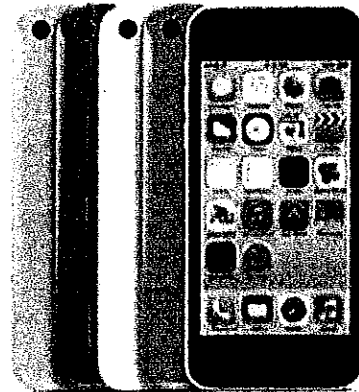
- 802.11a/b/g/n Wi-Fi (802.11n 2.4GHz and 5GHz)
- Bluetooth 4.0 wireless technology

GPS: Assisted GPS and GLONASS**iSight 8 megapixels camera**

- FaceTime HD camera
- *f*/2.4 Aperture.
- Photo geotagging

iCloud: Lets you access your content on all of your devices, automatically**Touch ID**

- Fingerprint identity sensor built into the Home button
- Highly secure way to access your phone
- Capable of 360-degree readability
- Can also approve purchases from iTunes, App Store, and iBookstore
- Ability to enroll up to 5 trusted fingerprints

Battery⁷

⁷ All battery claims depend on network configuration and many other factors; actual results will vary. Rechargeable batteries have a limited number of charge cycles and may eventually need to be replaced by an Apple service provider. See www.apple.com/batteries for more information. For more details of iPhone performance tests for talk time, standby time, Internet use over 3G, Internet use over Wi-Fi, video playback, and audio playback, see www.apple.com/iphone/battery.htm.

- Built-in rechargeable lithium-ion battery
- Talk time: Up to 10 hours on 3G
- Standby time: Up to 250 hours
- Internet use: Up to 8 hours on 3G, up to 10 hours on LTE, up to 10 hours on Wi-Fi
- Audio playback: Up to 40 hours
- Video playback: Up to 10 hours

Retina display: 4-inch (diagonal) widescreen Multi-Touch display

Fingerprint-resistant oleophobic coating on front

Resolution: 1136-by-640-pixel resolution at 326 ppi

Storage: 16GB or 32GB

Weight: 4.65 ounces (132 grams)

Dimensions: 124.4mm by 59.2 mm by 8.97mm

In the box: iPhone 5c with iOS 7, Apple EarPods with Remote and Mic, Lightning to USB Cable, USB Power Adapter, and Documentation

Input and output: Lightning connector, 3.5-mm stereo headphone mini-jack, built-in speaker, built-in microphone,

Nano-SIM: iPhone 5c is not compatible with existing micro-SIM cards.

System Requirements

- Apple ID (required for some features)
- Internet access
- Syncing with iTunes on a Mac requires Mac: Mac OS X v10.6.8 or later
- PC: Windows 8; Windows 7; Windows Vista; or Windows XP Home or Professional with Service Pack 3 or later
- iTunes 11.1 or later (free download from www.itunes.com/download)

For a complete set of iPhone 5c technical specifications, go to <http://www.apple.com/iphone-5c/>

iPhone Pricing

iPhone	Memory Options	Price*
iPhone 5c	16 GB	49.99
	32 GB	149.99

* Prices based on a 2-year commitment with 100+ lines of service and are subject to change without notice.

iPad Air Specifications

iOS 7

A7 chip with 64-bit architecture and M7 motion coprocessor

9.7-inch (diagonal) LED-backlit Multi-Touch display with IPS technology

2048-by-1536 resolution at 264 pixels per inch (ppi)

Fingerprint-resistant oleophobic coating

Siri – Intelligent Assistant

5MP photos Rear facing camera with 1.2MP front facing / FaceTime camera

1080p HD video recording

Wi-Fi (802.11a/b/g/n); dual channel (2.4GHz and 5GHz) and MIMO

Bluetooth 4.0 technology

Nano-SIM

Lightning Connector

Battery life Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music

Up to 9 hours of surfing the web using cellular data network

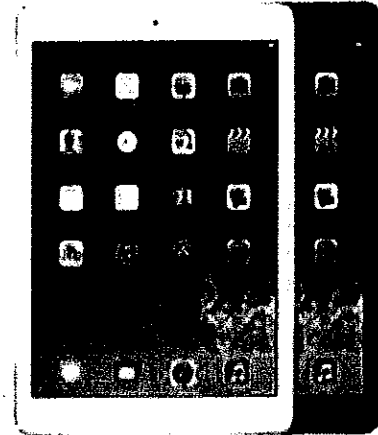
Height: 9.4 inches (240 mm)

Width: 6.6 inches (169.5 mm)

Depth: 0.29 inch (7.5 mm)

Weight (Wi-Fi): 1 pound (469 g)

Size options 16GB, 32GB, 64GB, 128GB



For a complete set of iPhone 4S technical specifications, go to <http://www.apple.com/ipad-air/specs/>
For the latest software updates, see www.apple.com/ios/whats-new/.

iPad Air Pricing

Memory Options	Price*
16 GB	\$529.99
32GB	\$629.99
64GB	\$729.99
128GB	\$829.99

* Prices based on a 2-year commitment with 100+ lines of service and are subject to change without notice.

Attachment 5 Sprint's Legal Response

Sprint is offering products and services under the Master Service Agreement For Services of Independent Contractor (RFP/Contract #1907) with the Western States Contracting Alliance (WSCA) dated 4/12/12, as amended (the "WSCA Master Agreement"), pursuant to the existing Participating Addendum executed September 7, 2012 between Sprint and State of Missouri (the "Missouri-Participating Addendum"). The WSCA Master Agreement and the Missouri-Participating Addendum are collectively referred to herein as the "Missouri-WSCA Agreement." The Missouri-WSCA Agreement provides customers with a wide array of products and services, a standard set of negotiated terms and conditions, and highly competitive rate plans. Authorized users, such as Customer, may place orders directly under the Missouri-WSCA Agreement with Sprint for listed products and services. Accordingly, Sprint respectfully takes a blanket exception to all RFP terms or conditions which conflict with or differ from the terms of the Missouri-WSCA Agreement or are not terms that are required by law.

To the extent Sprint has clarified or taken exception to a RFP term or proposed additional terms not addressed in the RFP, such comments have been included only after careful consideration of the RFP requirements, Sprint's corporate policies, and applicable law. Sprint has made a good faith effort to respond to all RFP terms and requirements to the best of its ability and knowledge.

Please note that eligibility to purchase under the Missouri-WSCA Agreement is subject to the review and final approval of WSCA.

For District's review, Sprint is providing the website link to the WSCA Master Agreement: <http://purchasing.state.nv.us/Wireless/WSCA/WSCA.htm>.

As additional clarification, if the County should purchase any products and services prior to receipt of funding from USAC or without an approval of funding, the County shall be responsible for the payment of such purchases.

In addition, Sprint has included an E-Rate Addendum containing terms and conditions specific to USAC's E-Rate Program. The E-Rate Addendum is expressly incorporated into and forms a part of Sprint's proposal and any resulting contract between Sprint and the County.

Please note the following if applicable: E-Rate guidelines state that applicants who receive discounted or free pricing on ineligible products and services, such as wireless equipment must reduce their funding commitment request by the difference between the fair market value and the amount quoted or paid for the ineligible products or services. Sprint would like to ensure that the County is aware that failure to make this adjustment may result in the rejection of an entire funding request or in the subsequent revocation of a funding commitment.

Any contract between the County and Sprint shall be coterminous with the Missouri-WSCA Agreement if the Missouri-WSCA Agreement expires or is terminated prior to the expiration of the contract term proposed by Sprint.

Request for Proposal: CELLULAR TELEPHONES AND SERVICES

Contract Term (page 1 of RFP) - *Sprint is offering products and services under the Missouri-WSCA Agreement, which has initial term that runs through October 31, 2016, with the possibility of renewal for through October 31, 2018. Accordingly, since the Missouri-WSCA Agreement may expire by*

terminate during the requested initial term or renewal terms, Sprint respectfully takes exception to this requirement and proposes the following alternative:

Sprint is offering a 2-year initial term, with up to two (2) one year renewals options, subject to the following conditions: (i) the exercise of any renewals of the contract between Sprint and the County shall be contingent upon the extension of the Missouri-WSCA Agreement and the mutual written agreement of the parties, and (ii) any contract between the County and Sprint shall be coterminous with the Missouri-WSCA Agreement if the Missouri-WSCA Agreement expires or is terminated prior to the expiration of the contract term proposed by Sprint.

PROPOSAL REQUIREMENTS

I. INCORPORATION OF DOCUMENTS: (page 4 of RFP) - Sprint has read, understands, and will comply with the understanding that any resulting contract will contain an order of precedence clause that assigns appropriate precedence to the various documents forming the contract and acknowledges any variations from the Solicitation that are mutually agreed to by the County and Sprint by virtue of the County's acceptance of Sprint's proposal or by mutual written agreement during contract negotiations.

K. INSURANCE: Indemnity (page 4 of the RFP) - Sprint has read and understands, provided however, Sprint's indemnity obligations shall be governed by the terms and conditions of the Missouri-WSCA Agreement.

PROPOSAL FORM AND CONTRACT

D. PRICE: (page 5 of the RFP) - Sprint has read, understands, and respectfully takes exception to this requirement based on the following: (1) Sprint is offering products and services pursuant to the Missouri-WSCA Agreement. The rates and discounts specifically identified in the Missouri-WSCA Agreement will remain fixed for the term (unless stated otherwise in the Missouri-WSCA Agreement). Rates and discounts not fixed in the Missouri-WSCA Agreement will be based on the then-current list price at the time of purchase. To the extent pricing in the Missouri-WSCA 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.

(2) Pricing shall be in accordance with the Missouri-WSCA Agreement. Sprint respectfully takes exception to this provision to the extent it requires Sprint to provide "Most Favored Customer" pricing. 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.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT: (page 5 of the RFP) - Sprint respectfully takes exception to this provision as not being applicable to Sprint or the Products and Services Sprint is proposing. Sprint is not bidding on the construction, alteration, repair, or maintenance of any public works project. Accordingly, the requirements of the Missouri Domestic Product Procurement Act are not applicable to Sprint's Proposal or any resulting contract between

Sprint and the County. In addition, Sprint does not manufacture products or devices, and Sprint is not able to alter its existing supplier agreements.

H. INSPECTION, ACCEPTANCE, AND APPROVALS: (page 5 of the RFP) - *Sprint respectfully takes exception to this provision. Inspections, acceptance, and approvals of orders shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement. In addition, Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the County upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Missouri-WSCA Agreement, Sprint products and services are provided "as is." 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.*

I. WARRANTY: (page 6 of the RFP) [Internal Comment: Please use P&PD's standard manufacturer warranty language in response to this requirement.] - ***Please also include the following in the response:*** *Sprint respectfully takes exception to this requirement. Warranties shall be in accordance with the Missouri-WSCA Agreement. Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the County upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Missouri-WSCA Agreement, Sprint products and services are provided "as is." 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.*

J. PAYMENT: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision. Payment terms shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement. In addition, Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the County and will not bill the County for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The County will pay all applicable taxes for which it does not hold a valid tax exemption, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, County, national taxes or assessments imposed on or based upon the provision, sale or use of products and services. Notwithstanding any other provision of the Agreement, if the County's jurisdiction requires the County to deduct or withhold separate taxes from any amount due to Sprint, the County must notify Sprint in writing. Sprint will then increase the gross amount of the County's invoice so that, after the County's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.*

K. CHANGE ORDER: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision. All orders related hereto shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement.*

L. DELIVERIES: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision. Deliveries shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement.*

M. RESPONSIBILITY FOR SUPPLIES: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision as not being applicable to Sprint or the Products and Services Sprint is proposing. Sprint is not bidding on constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit. Accordingly, the requirements of Section 290.560 RSMo are not applicable to Sprint's Proposal or any resulting contract between Sprint and the County. In addition, delivery and risk of loss shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement.*

N. SUBCONTRACTS: (page 6 of the RFP) - *Since Sprint agrees that it will assume all responsibility for its subcontractors, Sprint takes exception to the County's right to approve or reject Sprint subcontractors or subcontractor personnel. As prime vendor, Sprint is responsible for overall service performance and requires the ability to manage its subcontractors as necessary to fulfill the overall service performance if and when a subcontractor is required.*

As additional clarification, Sprint does not consider local exchange carriers to be Sprint subcontractors and will not be responsible for the actions or inactions of access providers. In addition, Sprint does not consider the County's subcontractor approval rights or other subcontractor requirements set forth in the RFP or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between Sprint and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by the County (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Sprint customers generally (as opposed to specifically for the County).

P. TERMINATION:

1. General: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision. All termination for convenience provisions shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement.*

2. Bankruptcy or Insolvency: (page 6 of the RFP) - *Sprint respectfully takes exception to this provision as an improper "ipso facto" clause, which is unenforceable under the Bankruptcy Code. Such purported termination violates section 362 of the Bankruptcy Code and therefore is ineffective. Pursuant to section 541 of the Bankruptcy Code, the filing of a petition under chapter 11 of the Bankruptcy Code creates an estate before the Bankruptcy Court comprising all of the debtor's property, wherever located and by whomever held. Furthermore, pursuant to section 362(a)(3) of the Bankruptcy Code, upon the commencement of a chapter 11 case, all entities are stayed from, among other things, "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." Thus, the Bankruptcy Code prohibits the termination of an executory contract solely because of a debtor's bankruptcy filing.*

4. Default: (page 7 of the RFP) - *Sprint respectfully takes exception to this provision. All termination for default provisions shall be in accordance with the terms and conditions of the Missouri-WSCA Agreement.*

R. CONTRACT TERM: (page 7 of the RFP) - *Sprint has read and understands; provided however, Sprint is offering products and services under the Missouri-WSCA Agreement. Accordingly, Sprint respectfully takes a blanket exception to all RFP terms or conditions which conflict with or differ from the terms of the Missouri-WSCA Agreement or are not terms that are required by law.*

T. ACTS OF GOD: (page 7 of the RFP) - *Sprint has read, understands and will comply subject to the terms and conditions described in the Missouri-WSCA Agreement.*

SPECIFICATIONS (page 10 of the RFP)

2.0 PROPOSAL PROCESS

2.1 Technical Proposals

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

3.0 SPECIAL TERMS AND CONDITIONS (page 15 of the RFP)

1st Paragraph – Contract Term - Sprint is offering products and services under the Missouri-WSCA Agreement, which has initial term that runs through October 31, 2016, with the possibility of renewal for through October 31, 2018. Accordingly, since the Missouri-WSCA Agreement may expire or terminate during the requested initial term or renewal terms, Sprint respectfully takes exception to this requirement and proposes the following alternative:

Sprint is offering a 2-year initial term, with up to two (2) one year renewals options, subject to the following conditions: (i) the exercise of any renewals of the contract between Sprint and the County shall be contingent upon the extension of the Missouri-WSCA Agreement and the mutual written agreement of the parties, and (ii) any contract between the County and Sprint shall be coterminous with the Missouri-WSCA Agreement if the Missouri-WSCA Agreement expires or is terminated prior to the expiration of the contract term proposed by Sprint.

3rd Paragraph – Uninterruptible Service (1st and 2nd Sentences) - Sprint has read, understands and respectfully takes exception to this provision. Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on a coverage map is a general prediction of coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.

5th Paragraph – Rate Reduction Plan - Sprint has read, understands, and will comply subject to the following: Sprint is offering products and services pursuant to the Missouri-WSCA Agreement. The rates and discounts specifically identified in the Missouri-WSCA Agreement will remain fixed for the term (unless stated otherwise in the Missouri-WSCA Agreement). Rates and discounts not fixed in the Missouri-WSCA Agreement will be based on the then-current list price at the time of purchase. To the extent pricing in the Missouri-WSCA 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. Sprint will, in consultation with the County, monitor the County's usage on an annual basis to identify current rate plans under the Missouri-WSCA Agreement that are consistent with the County's usage.

4.0 MAINTENANCE SERVICES (page 16 of the RFP)

1st Paragraph – Routine Preventative Maintenance Service - Sprint respectfully takes exception to this provision as written. Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the County upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Missouri-WSCA Agreement, Sprint products and services are provided "as is." 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.

2nd Paragraph – 24-hour/7-day technical service - Sprint respectfully takes exception to this provision as written, and hereby offers the terms and conditions of the Missouri-WSCA Agreement.

3rd Paragraph – Emergency Service - Sprint respectfully takes exception to this provision as written, and hereby offers the terms and conditions of the Missouri-WSCA Agreement.

4th Paragraph – Loaner Equipment - Sprint respectfully takes exception to this provision as written, and hereby offers the terms and conditions of the Missouri-WSCA Agreement.

5th Paragraph – Repair or Replace Equipment - *Sprint respectfully takes exception to this provision as written. Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the County upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Missouri-WSCA Agreement, Sprint products and services are provided "as is." 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.*

5.0 BILLING (page 16 of RFP)

2nd Paragraph – County Tax Exempt - *Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the County and will not bill the County for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The County will pay all applicable taxes for which it does not hold a valid tax exemption, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, County, national taxes or assessments imposed on or based upon the provision, sale or use of products and services. Notwithstanding any other provision of the Agreement, if the County's jurisdiction requires the County to deduct or withhold separate taxes from any amount due to Sprint, the County must notify Sprint in writing. Sprint will then increase the gross amount of the County's invoice so that, after the County's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received but for the deduction or withholding.*



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: CELLULAR TELEPHONES AND SERVICES

Date Issued: 4-18-14

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MAY 20, 2014, AT 2:00 P.M. LOCAL TIME.

**Specification
Contact:**

RANDY MULLER
Department of Information Technologies
636-797-5592

**Contract
Contact:**

VICKIE PRATT
Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:**

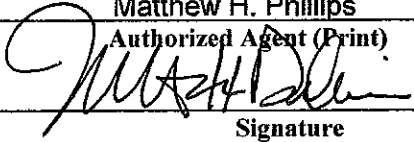
SAMPLE ENVELOPE

<i>VENDOR NAME</i>	
<i>VENDOR ADDRESS</i>	
<i>CONTACT NUMBER</i>	DEPARTMENT OF THE COUNTY CLERK
	JEFFERSON COUNTY MISSOURI
	729 MAPLE ST / PO BOX 100
	HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)	

**Contract Term:
6-1-14 to 5-31-16
upon approval by
the County Council
and County
Executive**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional two-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

<u>AT&T Mobility National Accounts LLC</u>	<u>Matthew H. Phillips</u>
Company Name	Authorized Agent (Print)
<u>7229 Parkway Drive</u>	
Address	Signature
<u>Hanover, MD 21076</u>	<u>Associate Director, Compliance</u>
City/State/Zip Code	Title
<u>(501) 633-5443</u>	<u>84-1659970</u>
Telephone #	Date Tax ID #
<u>g17482@att.com</u>	<u>(501) 633-5443</u>
E-mail	Fax #



May 20, 2014

Vickie Pratt
General Services/Contracts & Grants Manager
County of Jefferson
729 Maple Street
PO Box 100
Hillsboro, MO 63050

Dear Ms. Pratt,

On behalf of AT&T, I would like to thank Jefferson County ("the County") for the opportunity to respond to the Cellular Telephone & Services Request for Proposal (the "RFP"). As a leading provider of government wireless services, AT&T is uniquely positioned to meet the RFP requirements of Jefferson County.

Upon review of the RFP requirements, AT&T's Response is conditioned on Jefferson County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it. In that regard, please understand that AT&T takes a general exception to the terms and conditions contained in and/or incorporated into the RFP. The WSCA Contract is a customized contract that allows AT&T to offer robust pricing to customers such as the County. The favorable pricing, submitted by this Response, assumes that the County will agree to use the WSCA Contract as part of any final, negotiated contract between the parties. Please also note that any deviations between the WSCA Contract and the contract vehicle executed by the parties could result in different pricing. Notwithstanding anything to the contrary in the RFP, this Response is submitted subject to its provisions and the attached WSCA Contract, and neither AT&T nor the County is under any obligation with respect to the RFP until both parties have agreed upon and executed a mutually acceptable final contract.

Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. The County must comply with all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

Submission of this proposal does not obligate either party to enter a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses



incurred by the other party. Any agreement between the parties must be in writing and signed by both parties after negotiation of appropriate terms and conditions.

AT&T respectfully requests that information in this document be held confidential by Jefferson County to the extent allowed under applicable law.

AT&T looks forward to working with you and negotiating a final agreement in the event AT&T is selected as your vendor of choice. Please do not hesitate to call me for assistance at any time.

Sincerely,

A handwritten signature in cursive script that reads "Mary Jane Day".

Mary Jane Day
AT&T Mobility Account Manager
314 435 2445



Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T Mobility National Accounts, LLC.
Terms and Conditions—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing— Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the standard terms and conditions of the WSCA Contract unless otherwise stated herein. Any changes or variations in the WSCA Contract standard terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing.

Providers of Service—AT&T Mobility National Accounts, LLC, an AT&T company, is the proposer for Wireless Voice and Data services.

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**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

PARTICIPANT: Jefferson County

This Participating Addendum (the "PA") is made this _____ day of _____, 2014 (the "PA Effective Date"), between Jefferson County ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates **BI State Development** as the only authorized Participating Entity(ies) under the Agreement.

Section 4. Purchase Orders. Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

Section 5. Primary Contacts.

Participant:

Name: _____
Title: _____
Address: _____

Telephone: _____
Fax Number: _____
E-Mail: _____

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Mary Jane Day
Title: Account Manager
Address: 12851 Manchester Rd
Des Peres, MO 63131
Telephone: 314 505 0900
Fax Number: 314 505 0532
E-Mail: md1931@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol. 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

Section 8. Notice of Administration Fees. All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WSCA Fees.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

Jefferson County

By: _____
 , duly authorized

Name: _____

Title: _____

Date: _____

AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: _____
 , duly authorized

Name: _____

Title: _____

Date: _____

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REQUIRED DOCUMENTS*

Current and valid Certificate of Insurance or binder showing required insurance coverage must be provided with each bid.

(County must be added as additional insured if awarded)

Bid deposits/bonds must be in the exact amount as stipulated in the bid. Proof that Bidder does not owe delinquent real or personal property in Jefferson County (tax receipts for past 3 years)

Obtain receipts at <http://jeffersonmo.devnetwedge.com>

Or

A notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

A Notarized affidavit of work authorization and current business entity status with E-verification documentation (pages 9 & 10).

Agreement to be executed by the County upon approval by the County Council and County Executive (Bidder is required to complete company information and execute signature).

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

***BIDS WILL BE REJECTED IF REQUIRED DOCUMENTATION IS NOT INCLUDED OR COMPLETED**

PROPOSAL REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

"BIDDER'S INITIALS: M"

A. PROPOSAL SUBMISSION:

Submit proposal form in triplicate (three copies) with specification pages, if applicable. No facsimile or electronic proposals shall be accepted and shall be rejected. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the proposal form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the proposal being rejected. Vendor shall comply with the requirements of Sections 285.525 to 285.555 of the Revised Statutes of the State of Missouri. If any part of the work is subcontracted, each subcontractor shall comply with the same requirements of this specification. No contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Vendor and any of its subcontractors, shall, by sworn affidavit and provision of documentation, affirm their enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Vendor and its subcontractors shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien.

Prevailing Wage Vendor and its subcontractors shall pay not less than the prevailing hourly rates of wages, as determined by the Labor and Industrial Relations Commission of Missouri. Vendor shall abide by the most current Annual Wage Order published by the Missouri Department of Labor and Industrial Relations or other similar resources and publications. Failure to comply with any provision, provide any required documentation, insurance forms or deposits or bonds in exact amounts or any other term or condition that is not in strict conformance shall result in the bid being rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best proposals or award may be made to the lowest and best proposal total, whichever is in the best interest of the County. County may reject any or all proposals for any reason and may waive any informality. Proposals submitted from a Missouri State Contract shall include a copy of the State Contract with the proposal.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no proposal or proposals have been awarded by the County Council within forty-five (45) days following the opening of the proposal then all proposals will be deemed rejected.

C. PROPOSAL PREPARATION:

1. Vendors are responsible for examination of drawings, specifications, schedules and instructions.
2. Each Vendor shall furnish the information required by the invitation. The vendor shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate proposals for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Vendor shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Proposals may be modified or withdrawn prior to the exact hour and date specified for receipt of proposals, provided the modification or withdrawal is in writing and is delivered in the same manner as a proposal submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his proposal or proposal modification on or before the date and time of the proposal closing to the Department of the County Clerk of Jefferson County. Proposals received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS/BONDS:

Proposal Deposits/Bonds are not required unless specified in the Specifications. Proposal deposits/Bonds must be in the exact amount as stipulated in the bid.

G. MATERIAL AVAILABILITY:

Vendors must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of proposal and delivery time. It is the responsibility of the vendor to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, vendors must submit complete specifications on all alternate proposals with the proposal form. Alternate proposals without complete specifications may be rejected. Alternate proposals and exceptions to proposal clauses must be clearly noted on the proposal form. The County may accept or reject alternate proposals; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the proposal invitation, proposal specifications, proposal form are and shall be incorporated into the contract as if fully setout therein. The Proposal, if accepted and approved by the County Council and County Executive shall constitute the terms of a Contract or Agreement with Jefferson County, Missouri, subject to any further Amendments, Memoranda or other documents or specifications which must be set forth in writing and signed by all parties.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

J. ADDENDA:

Addenda to proposal specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of proposal forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at it's own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation. Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE OR BINDER SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

A. ☒ Required ☐ Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

AT&T's Response: See copy of Memorandum of Insurance following this page.

B. ☒ Required ☐ Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

AT&T's Response: See copy of Memorandum of Insurance following this page.

C. ☒ Required ☐ Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

AT&T's Response: See copy of Memorandum of Insurance following this page.

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 08-May-2014	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900117965. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")				COMPANIES AFFORDING COVERAGE		
INSURED Subsidiaries of AT&T Inc. One AT&T Plaza 208 South Akard, Room 2731, Dallas Texas 75202 United States				Co. A Old Republic Insurance Company		
				Co. B		
				Co. C		
				Co. D		
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	MWZY 60244	01-JUN-2013	01-JUN-2014	GENERAL AGGREGATE	20,000,000
					PRODUCTS - COMP/OP AGG	10,000,000
					PERSONAL AND ADV INJURY	10,000,000
					EACH OCCURRENCE	10,000,000
					FIRE DAMAGE (ANY ONE FIRE)	1,000,000
					MED EXP (ANY ONE PERSON)	N/A
					A	AUTOMOBILE LIABILITY Any Auto
BODILY INJURY (PER PERSON)						
BODILY INJURY (PER ACCIDENT)						
PROPERTY DAMAGE						
	EXCESS LIABILITY				EACH OCCURRENCE	
					AGGREGATE	
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	

					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	**MWC 118473 00	01-JUN-2013	01-JUN-2014	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	PROFESSIONAL LIABILITY	MWZZ 300398	01-OCT-2013	01-OCT-2014	\$10,000,000 Aggregate / \$10,000,000 Each Occurrence	RETENTION: \$10,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE

DATE
08-May-2014

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=900117965>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
Subsidiaries of AT&T Inc.
One AT&T Plaza
208 South Akard, Room 2731, Dallas
Texas 75202
United States

ADDITIONAL INFORMATION

ADDITIONAL INSURED:

Additional Insured applies under the General Liability and/or Automobile Liability policy(ies) but only as required by the written contract.

WAIVER OF SUBROGATION:

Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by the written contract and allowable by law.

PRIMARY & NON-CONTRIBUTORY:

The General Liability insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non contributory with

this insurance as required by the written contract.

General Liability and Automobile Liability coverage evidenced applies to Subsidiaries of AT&T Inc., EXCLUDING Pacific Bell Telephone Company, Nevada Bell Telephone Company, Southwestern Bell Telephone Company, Illinois Bell Telephone Company, Indiana Bell Telephone Company, Michigan Bell Telephone Company, The Ohio Bell Telephone Company, Wisconsin Bell, Inc., The Southern New England Telephone Company and BellSouth Telecommunications, LLC.

**This coverage does not apply in Ohio and Washington.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

L. PROPOSAL OPENINGS:

Proposals will be publicly opened and read aloud at the time indicated on page 1. The vendors and the public are invited but not required to attend the formal opening of the proposals. No decisions relating to the award of a contract or agreement will be made at the opening.

M. PROPOSAL TABULATIONS:

Proposal Tabulations will be available 5 to 7 business days following the proposal opening. Proposal submissions are open for public review at the time of the proposal opening. Proposal tabulations are posted on the County's web-site address, www.jeffcomo.org, under the services tab, Invitation for Bid/Request for Proposal link. **NO COPIES** of proposal tabulations are sent to vendors.

PROPOSAL FORM AND CONTRACT

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

A. PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County).**

Prices shall be firm for ALL County departments and locations for term of the agreement.

E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

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K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim

asserted at any time prior to final payment.

L. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.
2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.
3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.
4. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - a. If supplier fails to deliver the items required by the contract within the time specified; or
 - b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.
 - c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of

AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

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S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☐ Partnership: ☒ Corporation.

Incorporated in the State of Delaware.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

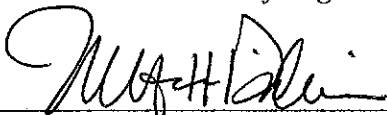
Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Matthew H. Phillips (Name of Business Entity Authorized Representative) as Associate Director, Compliance (Position/Title) first being duly sworn on my oath, affirm AT&T Mobility National Accounts LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Cellular Telephones and Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that AT&T Mobility National Accounts LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Cellular Telephones and Services (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)


Authorized Representative's Signature

Matthew H. Phillips
Printed Name

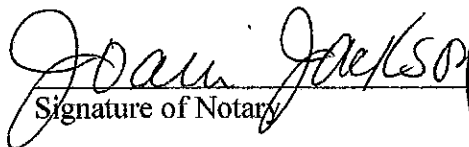
Associate Director, Compliance
Title

5/13/14
Date

Subscribed and sworn to before me this 13th of May, 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Pulaski, State of
(NAME OF COUNTY)

Arkansas, and my commission expires on 1-9-2020.
(NAME OF STATE) (DATE)


Signature of Notary



5-13-14
Date


AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that AT&T Mobility National Accounts LLC (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Matthew H. Phillips
Authorized Business Entity
Representative's Name
(Please Print)


Authorized Business Entity
Representative's Signature

AT&T Mobility National Accounts LLC
Business Entity Name

5/13/14
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of AT&T Services, Inc. (Employer) in order to confirm the employment eligibility of all newly hired employees of AT&T Services, Inc. (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
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4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
5. SSA agrees to establish a means of secondary confirmation (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional confirmation instructions.

B. RESPONSIBILITIES OF THE DHS-USCIS

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Designated Agent of SSA confirmation procedures required prior to initiation of DHS-USCIS confirmation procedures, DHS-USCIS agrees to provide the Designated Agent on behalf of the Employer access to selected data from the DHS-USCIS' database to enable the Designated Agent to conduct automated confirmation checks on newly hired alien employees by electronic means.
2. DHS-USCIS agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS-USCIS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS-USCIS representatives to be contacted during participation in E-Verify, including one or more individuals in each DHS-USCIS district office covering an area in which the Employer hires employees covered by this MOU.
3. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, E-Verify and the Designated Agent E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS-USCIS, including restrictions on use of E-Verify procedures. DHS-USCIS agrees to provide training materials on E-Verify.
4. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, a notice, which indicates the employer's participation in E-Verify. DHS-USCIS also agrees to provide to the Employer, through the Designated Agent, anti-discrimination notices issued by the Office of Special Counsel for Immigration-

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Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Client Company ID Number: 70480

Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

2. The Employer agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to obtain the E-Verify Manual from the Designated Agent and become familiar with such manual.
4. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during participation in E-Verify, as well as to conduct any other enforcement activity authorized by law.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
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REGARDING E-VERIFY**

to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Office of the Special Counsel for Immigration-Related Unfair Employment Practices, Civil Rights Division, U.S. Department of Justice at 1-800-255-7688 or 1-800-237-2515 (TDD).

10. The Employer agrees to record the case verification number on the employee's Form I-9 or to attach a printout of the screen containing the case verification number to the employee's Form I-9.
11. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will resubmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
12. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer, through the Designated Agent, will make a second inquiry to the SSA database using E-Verify procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.
13. The Employer agrees that it will use the information it receives from the SSA or DHS-USCIS through its Designated Agent pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as User ID and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

D. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that all Designated Agent Representatives performing employment verification queries will complete the E-Verify Web-Based Tutorial.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in paragraph B.4. above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA confirmation procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.
7. The Designated Agent agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Designated Agent for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, and DHS confirmation records, that were created during the Designated Agent's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Designated Agent agrees to allow DHS and SSA or their authorized agents or designees, to interview the Designated Agent and employees handling the program concerning their experience with the pilot, and to make E-Verify -related records available to DHS and the SSA, or their designated agents or designees.

Client Company ID Number: 70480

Company ID Number: 11815

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

E. POINTS OF CONTACT:

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services
Verification Division
470 L'Enfant Plaza, SW
Washington, DC 20024

F. OTHER PROVISIONS.

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

G. EFFECTIVE DATE. The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.

H. MODIFICATION. This agreement may be modified upon the mutual written consent of all parties.

I. TERMINATION. This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by AT&T Services, Inc. (Employer), or Form I-9 Compliance, LLC (Designated Agent) or a failure on the part of AT&T Services, Inc. (Employer) or Form I-9 Compliance, LLC (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

AT&T Services, Inc. (Employer) hereby designates and appoints Form I-9 Compliance, LLC (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out AT&T Services, Inc. (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.

Client Company ID Number: 70480
Company ID Number: 11815

MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer AT&T Services, Inc.

Kimberly Woodson
Name (Please type or print)

Kimberly Woodson
Signature

Associate Director - HR Operations
Title

11/29/2007
Date

Designated Agent Form I-9 Compliance, LLC

Suzannah Weaver

Name (Please type or print)

Executive Assistant
Title

Electronically Signed

Signature

11/29/2007

Date

Department of Homeland Security- Verification Division

Rebecca Green
Name (Please type or print)

Rebecca Green
Signature

Chief, E-Verify Program
Title

12/3/07
Date

SPECIFICATIONS

REQUEST FOR PROPOSAL FOR CELLULAR TELEPHONES AND SERVICE

1.

Scope of Work

The intent and purpose of this Request for Proposals is to obtain competitive proposals and award a contract for wireless phone and data services for County of Jefferson Missouri. The vendor shall provide full time, daily service, support, and maintenance to all Jefferson County departments.

Jefferson County desires to have superior customer service from the successful vendor. Such service is defined as working with the Purchasing Manager to determine equipment needs, providing assistance in rectifying repair needs, providing coordination of equipment installation, and in certain cases, providing emergency use of phones.

All existing cellular phones shall be converted over to the new provider when the awarded bidder has been approved by the County Council and County Executive, as well as future purchases of new service and equipment. Jefferson County would prefer to contract with one vendor for all needs, but reserves the right to award the services to multiple vendors. Jefferson County reserves the right to increase or decrease quantities and add additional departments and divisions throughout the term of the contract.

1.1

Current Services

CURRENT JEFFERSON COUNTY USER INFORMATION

<u>Account Number</u>	<u>Department</u>	<u>Approximate Number of Lines</u>
Account # 1	Assessor	1
Account # 2	Circuit	1
Account # 3	Public Administrator	2
Account # 4	Prosecuting Attorney	3
Account # 5	Parks	5
Account # 6	Emergency Management	2
Account # 7	Road and Bridge	33
Account # 8	Bldg, LU, PZ, CE, A/C	28
Account # 9	Administration, Executive, Council	7
Account # 10	Facilities	7
Account # 11	Auditor	1
Account # 12	Collector	1
Account # 13	Sheriff	62
HOT SPOTS	Information Technology	3
	Juvenile	1

BROADBAND	Animal Control	1
	Information Technology	2
	Emergency Management	3
	Facilities	1
	Highway Sheds	2
	Sheriff	1
TABLETS	Collector	1
	County Council	5
	Juvenile	24
	Juvenile New Day	1
	Prosecuting Attorney	2

2.0

PROPOSAL PROCESS

Proposals shall consist of technical and cost proposals, vendor qualifications/experience, and references.

2.1

Technical Proposals

Technical Proposals shall contain, at a minimum, an executive summary, and fully address the questions listed below.

Specific elements to be addressed in the technical proposal include:

- A. Basic Services: Clearly explain what services are offered as part of the basic services.

AT&T Response: Basic Services provided as part of the AT&T offer include:

Jefferson County Corporate Basic Offer:

- 25% CRU Discount on Rate Plans \$35/month or greater
- Upgrade Fee Waived
- Activation Fee Waived
- Cancellation Fee Waived
- Standard Shipping Fee Waived
- 30-day Return – Full Credit
- 12 Month Upgrade Period
- 50% Equipment Discount for eligible equipment
- 30% Accessory Discount on eligible accessories
- Call Forwarding, Call Waiting, 3-Way Calling, Caller ID, and Voice Mail Retrieval.
- Access to Premier Web Portal which includes Detail Billing and Reporting.

Free Features included with each activation.

- Call Forwarding
- Call Waiting
- 3-Way Calling
- Caller ID
- Voice Mail Retrieval

- Visual Voice Mail (Smartphones)
- Detail Billing
- On-line Billing

B. Additional Services: Clearly explain what additional services are offered with associated costs. Understand that preference shall be given to vendors proposing the following features at no charge and airtime free to the Customer:

	<u>AT&T Response</u>
Service Activation,	Included Free
Call Forwarding,	Included Free
Call Waiting,	Included Free
3-Way Calling	Included Free
Detail Billing	Included Free
Caller ID	Included Free: This can also be blocked for free if you wish.
Voice Mail Retrieval	Included Free

Jefferson County is also looking for this consideration for the following features as well: Ability to Restrict Phone Numbers

AT&T Response: AT&T has the ability to block users from using data; block users from texting; placing and receiving international calls. There are Mobile Device Security Applications that will provide the County with the ability to control and restrict users on their mobile devices.

AT&T can block the calling line id to protect an employee's cellular telephone number and name from appearing on the "called phone" display.

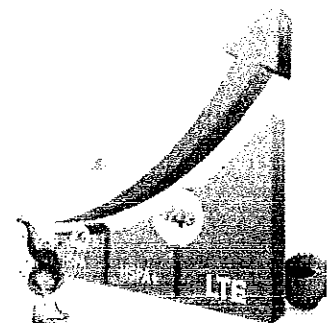
Jefferson County also requires data and text messaging plans, as outlined in the summary of current services.

AT&T Response: AT&T understands and has complied.

C. Coverage: Clearly describe and provide illustration of the area for which coverage is provided without additional charge. Provide propagation charts of areas of coverage for Jefferson County to allow detailed evaluation of immediate area signal strength and coverage. Provide a general coverage map of Missouri and explain how service is obtained if an area is not covered by the offering service provider.

Coverage should include the counties of: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, St. Charles, St. Louis, as well as the city of St. Louis. County Departments are on emergency call out, therefore phone service CANNOT be interrupted unless county is notified 72 hours in advance. All services must be provided 24 hours per day, 7 days a week including nights, weekends, and holidays.

AT&T Response: AT&T is positioned to deliver a great mobile broadband experience to its customers, now and in the future. Not only is AT&T deploying 4G LTE, it has also deployed fast HSPA+ technology throughout its mobile broadband network. HSPA+, when combined with enhanced backhaul, provides customers with 4G speeds. The two complementary technologies mean that customers will have more consistent mobile broadband speeds as they move in and out of 4G LTE areas. Customers of



competitors who have transitioned to 4G LTE without further speed upgrades to their existing networks are likely to see a steep drop-off in speeds when they move out of 4G LTE areas.

AT&T's LTE network provides high speed data and based on a study performed by RootMetrics®, an independent mobile analytics firm, AT&T's average download speed of **18.6 Mbps** and average upload speed of **9.0 Mbps** makes AT&T the fastest and most reliable network.

AT&T: The Nation's Most Reliable 4G LTE Network

And recognized for overall call, text and data performance

What others are saying about AT&T's network performance:

RootMetrics®

*In the studies conducted in the second half of 2013, RootMetrics® ranked AT&T's overall call, text and data network performance first or tied-for-first in 93 markets – more markets than anyone else.**

Akron, OH	Cincinnati, OH	Grand Rapids, MI	Louisville-Jefferson County, KY	Pensacola, FL (tied)	San Francisco-Oakland, CA (tied)
Ann Arbor, MI	Cleveland, OH	Greensboro, NC	Memphis, TN (tied)	Philadelphia, PA (tied)	San Jose, CA (tied)
Atlanta, GA	Columbia, SC	Greenville, SC	Minneapolis, MN (tied)	Phoenix, AZ (tied)	Scranton, PA
Augusta, GA (tied)	Columbus, OH	Hampton Roads, VA	Miami, FL (tied)	Pittsburgh, PA	Seattle, WA
Austin, TX	Concord, CA (tied)	Hartford, CT (tied)	Milwaukee, WI	Port St. Lucie, FL (tied)	Spokane, WA
Bakersfield, CA (tied)	Corpus Christi, TX (tied)	Honolulu, HI	Minneapolis, MN (tied)	Portland, OR (tied)	Springfield, MA
Baltimore, MD	Dallas-Ft. Worth-Arlington, TX	Houston, TX	Mission Viejo, CA (tied)	Providence, RI (tied)	St. Louis, MO
Birmingham, AL	Dayton, OH	Indianapolis, IN	Modesto, CA	Provo-Orem, UT (tied)	Stockton, CA (tied)
Boston, MA (tied)	Daytona Beach-Palm Coast, FL (tied)	Jackson, MS	Nashville-Davidson, TN	Raleigh, NC	Syracuse, NY
Bridgeport-Stamford, CT (tied)	Denton-Lewisville, TX	Jacksonville, FL (tied)	New Haven, CT (tied)	Richmond, VA	Tampa, FL (tied)
Charleston-North Charleston, SC	Durham, NC	Kansas City, MO (tied)	New Orleans, LA (tied)	Riverside, CA (tied)	Toledo, OH
Chattanooga, TN	El Paso, TX (tied)	Kissimmee, FL	Ogden-Layton, UT (tied)	Sacramento, CA	Tucson, AZ (tied)
Charlotte, NC	Fayetteville, NC (tied)	Knoxville, TN	Oklahoma City, OK	Salt Lake City-West Valley City, UT	Tulsa, OK
Chicago, IL	Fort Wayne, IN	Lansing, MI	Omaha, NE	San Antonio, TX (tied)	Winston-Salem, NC
	Fresno, CA (tied)	Las Vegas-Henderson, NV (tied)	Orlando, FL (tied)	San Diego, CA (tied)	Worcester, MA
		Little Rock, AR	Oxnard, CA (tied)		
		Los Angeles, CA (tied)	Palm Bay-Melbourne, FL		

Customers still have access to fast 4G speeds with HSPA+ when they move outside of the LTE footprint. HSPA+ with expanded backhaul enables speeds from 2 Mbps to 6 Mbps. Virtually 100% of AT&T's wireless network is covered by HSPA+ and over 90 percent of mobile data traffic runs over enhanced backhaul.

Simultaneous Voice and Data—AT&T's network gives you the power to surf the Web while talking on the phone.

AT&T has invested and upgraded aggressively. And it shows in our great performance. From 2010 through 2013, we've invested **more than \$2.55 billion in its Missouri wireless and wireline networks**. This allows us to make a wide range of upgrades to enhance speed, reliability, coverage and performance for residents and business customers.

In 2013, we've made **723 network upgrades** in Missouri. That covers new cell sites, the addition of wireless and wired network capacity, and new broadband network connections.

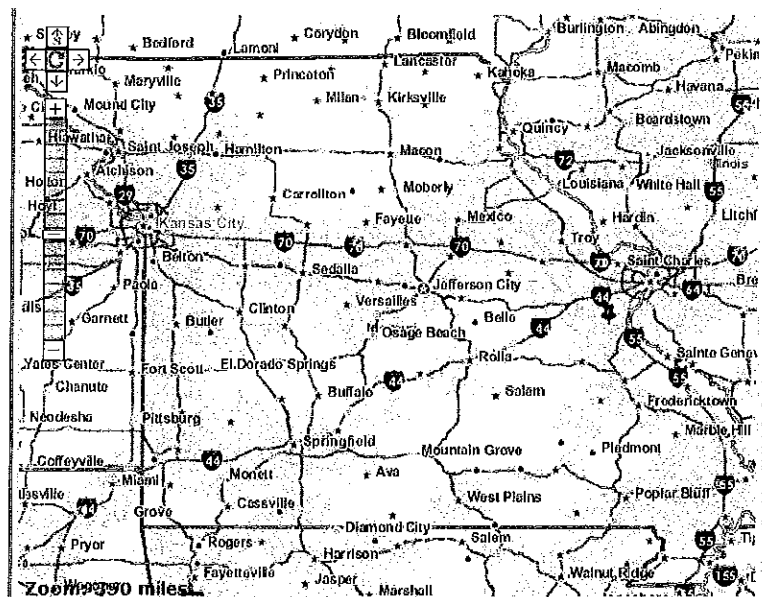
Notable Missouri network investments included:

- The launch of 4G LTE service in Boonville, Cape Girardeau, Columbia, Farmington, Jefferson City, Joplin, Kansas City, Kirksville, Lake of the Ozarks, Nevada, Poplar Bluff, Rolla, Sedalia, Sikeston, Springfield, St. Joseph and Warrensburg, as well as the expansion of existing 4G LTE networks in the Kansas City and St. Louis areas.
- The activation of two new, multi-million dollar 4G LTE-capable Distributed Antenna Systems (DAS) at the University of Missouri's Memorial Stadium and Mizzou Arena.
- The expansion of 45 mbps U-verse service in Kansas City and St. Louis.
- The expansion of AT&T U-verse to Union.

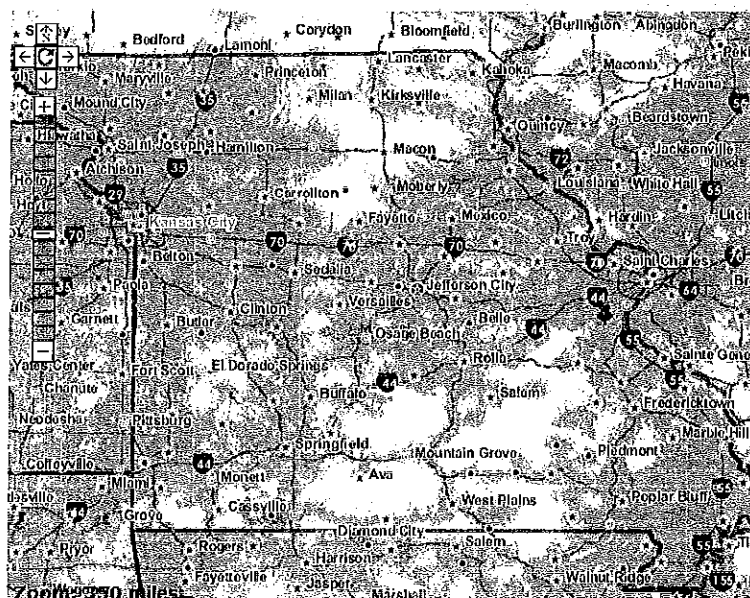
In addition, we launched and expanded 4G LTE service to eighteen Missouri markets. We provide the nation's most reliable 4G LTE network today, covering nearly 280 million Americans. And we will be substantially complete with our deployment by summer, 2014.

And that's not all. We expanded the reach of our network, providing access to U-verse® Internet and video services** to **nearly 40,000 new customer locations across Missouri**. We also delivered powerful fiber-optic connections to **7,716 business locations at 437 multi-tenant business buildings and business parks**.

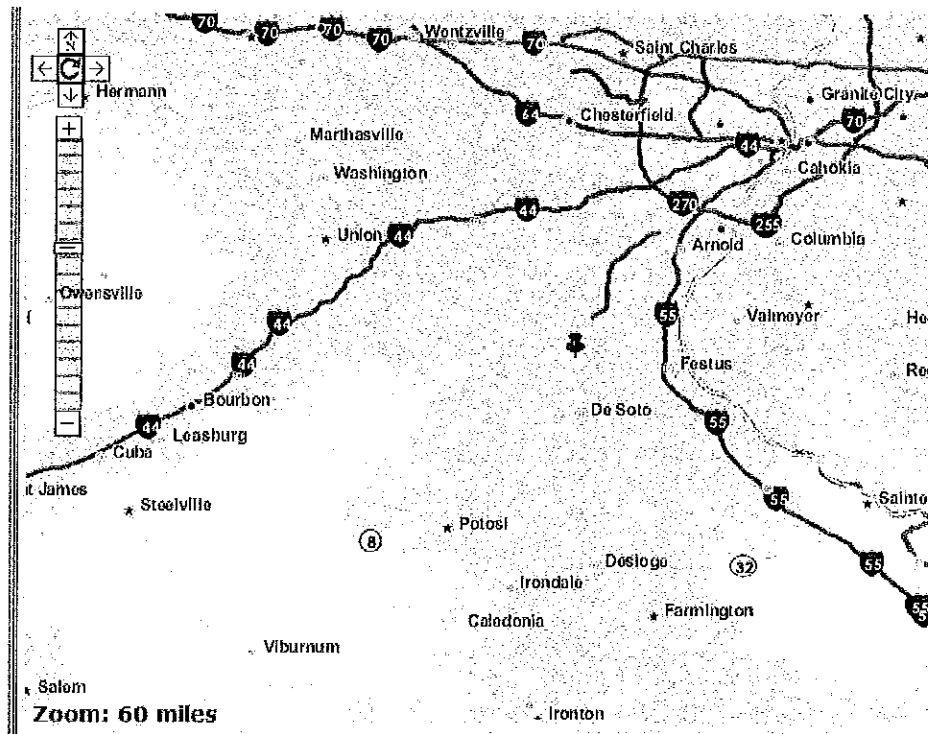
AT&T LTE Coverage: Missouri



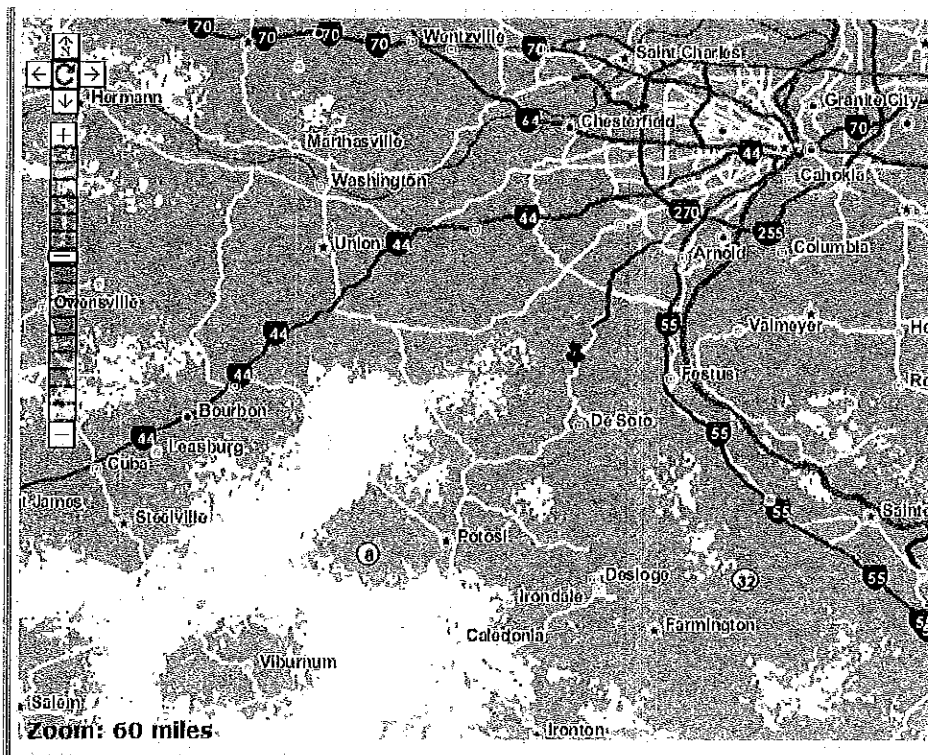
AT&T 4G Coverage: Missouri



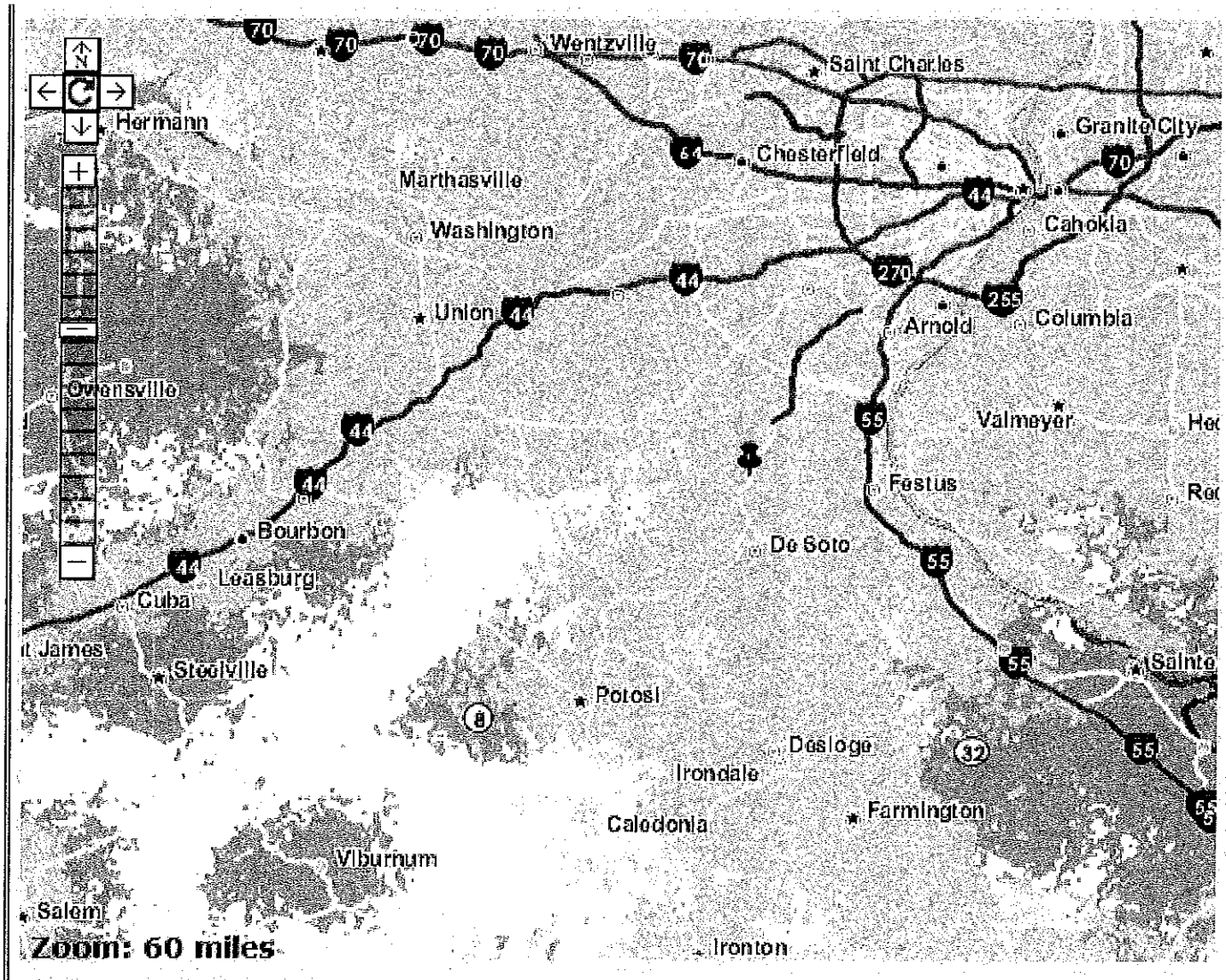
AT&T LTE Coverage: Jefferson County, Missouri



AT&T 4G HSPA+ Coverage: Jefferson County, Missouri

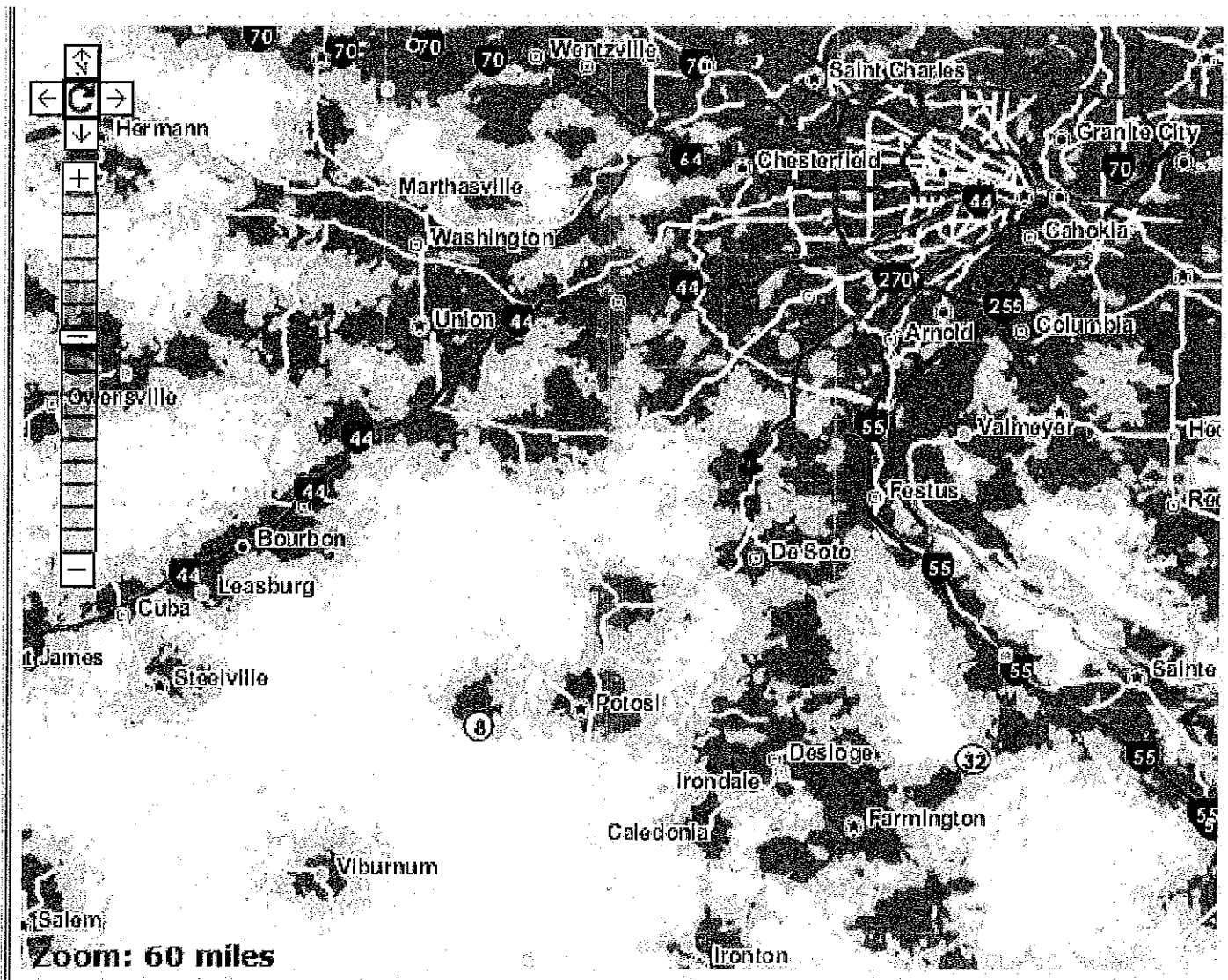


AT&T Combined LTE/4G HSPA+ Coverage: Jefferson County, Missouri



AT&T Voice Coverage: Jefferson County, Missouri

Dark Green: Excellent Coverage; Green: Good Coverage; Light Green: Fair Coverage



AT&T Voice Coverage: United States

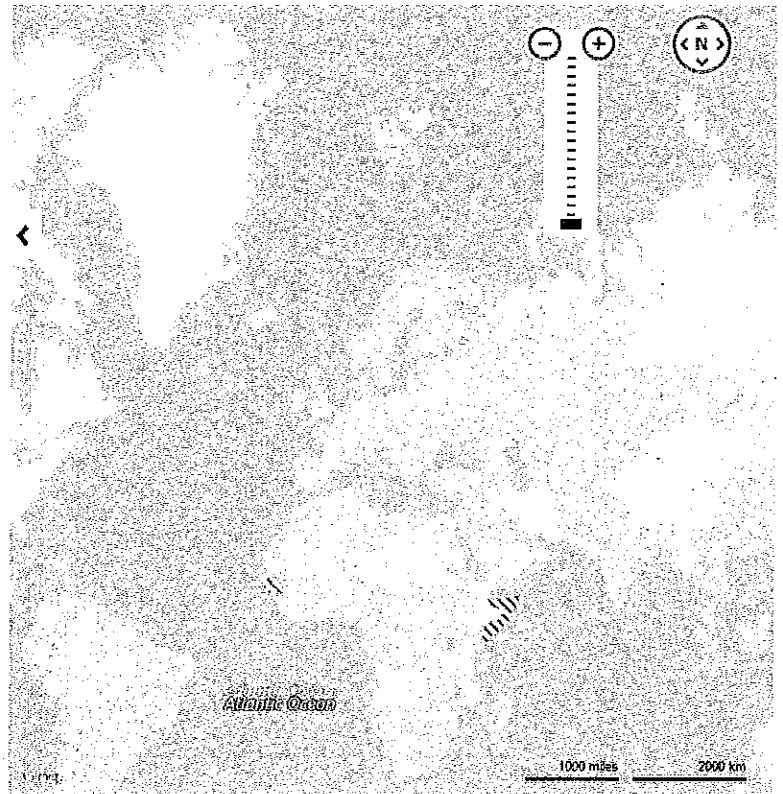
Network Map

The following map depicts our wireless network coverage area. For coverage in your area, consult this interactive AT&T wireless network coverage map: www.wireless.att.com/coverageviewer/

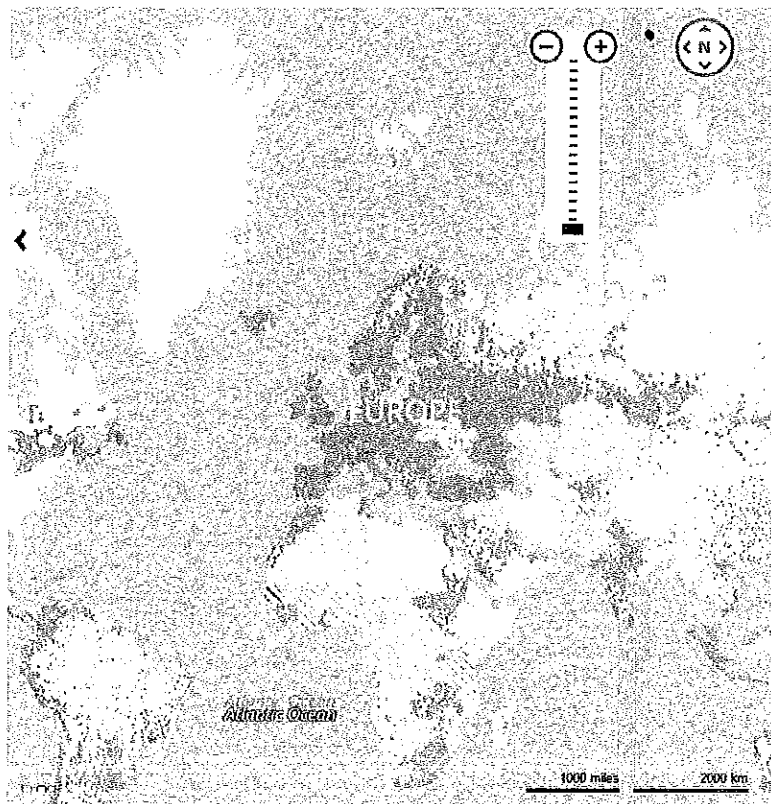


AT&T International Voice Coverage

AT&T currently offer wireless voice coverage in more than 225 countries and wireless data coverage in more than 210 countries. Of those, AT&T data plan subscribers can access mobile broadband services in more than 170 countries.



AT&T International Data Coverage



D. Catastrophic Emergency Services: Discuss carrier's plan to support Jefferson County the Customer during any natural disaster or other catastrophic event. Vendor shall also show satisfactory proof of the system's reliability in inclement weather conditions. Will Jefferson County be entitled to Wireless Priority Services, and are there any costs associated with this service? Does the vendor have infrastructure in place to keep towers "on" in the event of power outage during a catastrophic event? If not, please explain how vendor will ensure that Jefferson County will not lose wireless services if a catastrophic event were to occur.

AT&T Response:

With AT&T's wireless services, we use disaster recovery plans to prepare for and respond to disasters. As part of our disaster recovery preparations, we conduct training and drills throughout our entire network operations team. Because we're well prepared, when a natural disaster or civil tragedy occurs, we can immediately assess how it impacts our network and begin responding as appropriate.

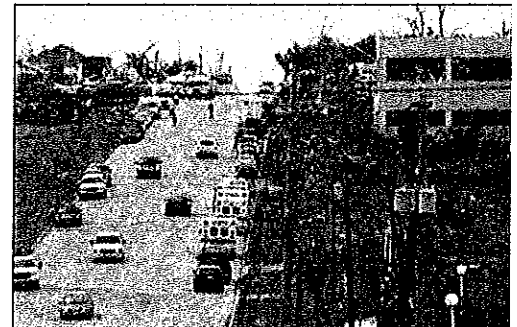
For example, we use

- Trailer-mounted portable generators (as many as 600) to provide power to cell sites when local power is unavailable
- Temporary cell sites—called Cell on Wheels (COW) sites—in places (command posts, relief centers, shelters, etc.) where many people gather after a disaster
- Back-up battery power plants and generators at our data centers, mobile switching centers (MSCs), and cell sites

Deployments | EF-5 Tornado in Joplin, MO

Joplin, MO Tornado — May 2011

NDR deployed a Satellite COLT (Cell on Light Truck) to Joplin, MO, at 1AM on Monday morning, May 23, after an EF5-level tornado passed through the city on Sunday night, May 22. The Satellite COLT began providing cellular service near the heavily damaged St. John's Regional Medical Center on Monday afternoon; the permanent cell site serving that area was damaged by the tornado. (A Satellite COLT can provide cellular communications in areas without normal wireless coverage or in areas that have lost coverage due to damage to network facilities.)



The Satellite COLT remained in service until 4PM CT on Thursday, May 26, when local AT&T engineering and wireless teams established cell service at the hospital using a terrestrial COW (Cell on Wheels). (A terrestrial COW or COLT uses a hard-wired connection to the AT&T network instead of using a satellite signal.)

In addition, we identify key federal, state, and local emergency response agencies that we'll give priority support if a disaster occurs. As part of our response to a disaster, we provide them with temporary loaner phones and supporting devices like batteries and chargers so that they can better respond to all aspects of an emergency.

AT&T's commitment to our customers doesn't stop when a natural or a man-made disaster occurs. The mission of the Network Disaster Recovery (NDR) Team is to recover AT&T Telecommunications is vital for our business and government customers following a disaster, both for the impacted area and for the rest of the country. NDR is responsible for the rapid recovery of service at AT&T network sites following catastrophic events.

AT&T's Network Disaster Recovery plan has three primary goals:

- to route non-involved telecommunications traffic around an affected area.
- to give the affected area communications access to the rest of the world.
- to recover communications service to a normal condition as quickly as possible through restoration and repair.

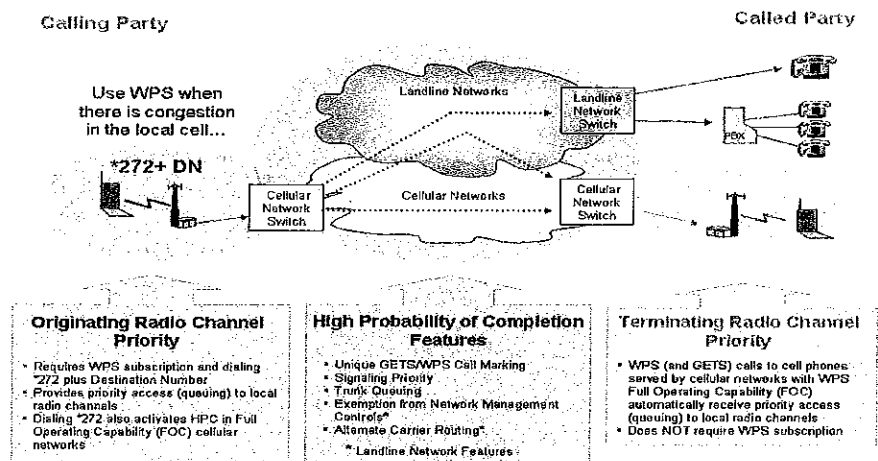
AT&T has invested more than \$600 million in its U.S. NDR program and another \$15 million internationally. Team members have spent more than 125,000 working hours on field exercises and deployments over the last two decades. AT&T is the first company nationwide to receive United States Department of Homeland Security's (DHS) Private Sector Preparedness Program (PS-Prep) certification.

<http://www.corp.att.com/ndr/>

During emergencies cellular networks can experience congestion due to increased call volumes and/or damage to network facilities, severely curtailing the ability of National Security/Emergency Preparedness (NS/EP) personnel to make emergency calls. With an increasing number of NS/EP personnel relying on cell phones while performing their emergency duties, Wireless Priority Service was developed to provide priority for emergency calls made from cellular telephones.

How It Works

- Service is requested through the National Communications System (NCS) (<http://wps.ncs.gov>)
- Users are assigned a priority rating (1-5 based on organization type and requestor role)
- Once WPS is activated, user dials *272 plus destination number
- The call will be flagged as an urgent communication and the next available radio resource at the cell level will connect the caller
- The WPS charges, including the \$0.75/minute charge, are all in addition to the charges associated user's AT&T plan. All plan rates, terms, and conditions apply.
- WPS is only available to individuals authorized by the NCS:
- Executive leadership and policy makers
- Disaster response/military command and control
- Public health, safety, and law enforcement command
- Public services/utilities and public welfare
- Disaster recovery



AT&T also provides emergency rate plans for that department that would like to stock cell phones to be used during an emergency but only pay for the service when they are used. This rate plan is \$0.00/month/user plus \$0.12/minute when used.

Please address each of the following options separately:

AT&T Response:

AT&T Wireless services are a set of mobile solutions—devices, applications, and plans—that will help Jefferson County boost productivity, streamline operations, and improve responsiveness to your customers. Wireless services enable organizations to be more mobile than ever—traveling to clients,

working from remote locations, using mobile devices to communicate while on the go or to connect to corporate resources.

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

AT&T Response:

AT&T has provided 1000 free text messages each month for every Non-Smartphone User. The current usage provided by Jefferson County only showed 3 users with Text Usage over 1000 Text messages/month. Unlimited Text Messaging is \$10/Month/Device.

Caller ID and Voice Mail are included at no additional cost to Jefferson County.

Besides the pooled voice plan it must include a pooled data plan by account.

AT&T Response:

AT&T Understands and will Comply.

AT&T offers Government Pooled Voice Plans and Mobileshare Data Pooled Rate Plans by account.

Describe your plan:

AT&T Response: Government Pooled Rate Plans:

AT&T provides Jefferson County with the flexibility to use all your wireless minutes in whatever way works best each month, for each wireless user. Anytime Minutes are added to a common pool each month, and plan members simply share from that pool. Light users and heavy users will balance each other out. It is a smart way to control costs.

- AT&T Mobile to AT&T Mobile minutes do not use minutes out of the pool as they are free.
- Nights and Weekend minutes do not use minutes out of the pool as they are provided as a relatively free service.
- Long Distance is free.
- Enhanced Push to Talk Feature is an IP Based solution that lowers overall minutes of usage ultimately lowering overall cost for cellular services.

AT&T has added three unique offers to the Government Pooled Rate Plans for Jefferson County to lower overall cost of these users.

- 1000 Free Text Messages/Month for each Voice Pooled User
- \$50 Activation Credit for each new activation.
- For every Government Pooled Basic user added, Jefferson County can add an Add-a-Line Rate plan at a reduced monthly rate.

Government Pooled Rate Plan Options											
Included Pooled Minutes	100	200	300	400	500	600	700	800	900	1000	6000
List Price	\$30.00	\$34.00	\$39.00	\$44.00	\$49.99	\$53.00	\$57.00	\$61.00	\$65.00	\$70.00	\$205.00
Discount	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Net Price	\$22.50	\$25.50	\$29.25	\$29.61	\$37.49	\$39.75	\$42.75	\$45.75	\$48.75	\$52.50	\$153.75
1000 Text Messages/Month	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
New Activation Credit	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)	(\$50)
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	5,000	5,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Free caller ID, Voice Mail, Conference Calling, Call Forwarding, Call Waiting, Call Hold											

GOVP Add a Line available for \$15.99 at a 1:1 ratio with GOVP voice plan. Add a Line Rate Plans include zero (0) pooled minutes.

Minutes Per Pooled Plan:

AT&T Response:

Pooled Minutes	Monthly Rate	New Act Credit
100	\$22.50	(\$50.00)
200	\$25.50	(\$50.00)
300	\$29.25	(\$50.00)
400	\$29.61	(\$50.00)
500	\$37.49	(\$50.00)
600	\$39.75	(\$50.00)
700	\$42.75	(\$50.00)
800	\$45.75	(\$50.00)
900	\$48.75	(\$50.00)
1000	\$52.50	(\$50.00)
6000	\$153.75	(\$50.00)

Minutes Per Phone:

AT&T Response: The average minutes/phone/month included in the AT&T proposed pricing for 119 Voice/Text Devices is 165/Month.

Please view chart above for Government Pooled Rate Plan Options.

Cost Per Pooled Plan:

AT&T Response: Please view chart above for Government Pooled Rate Plan Options -- including Cost/Pooled Plan.

Cost Per Line:

AT&T Response: Please view chart above for Government Pooled Rate Plan Options including Cost Per Line.

Cost Per Additional Line(s):

AT&T Response: Please view chart above for Government Pooled Rate Plan Options. For every Government Pooled Rate Plan activated, a \$15.99 Add-a-Line Rate Plan can be added. Add-a-Line Rate Plans do not include minutes and these users share in the overall monthly voice pool. The Add-a-Line Rate Plan does includes 1000 Free Text Messages/Line.

AT&T Proposed Pricing for Option A

Option I: 119 Voice/Text Users

The total cost for 119 Voice and Text users is \$2,556/Month. The total pool of minutes together with the Smartphone users is 25,200 mirroring your current voice pool for these same users (data provided by Jefferson County). With the AT&T Service Activation Credit – the average monthly rate for these devices over 12 months is \$17.31/Month/Device. The average monthly rate for these devices over 24 months is \$19.39/Month/Device.

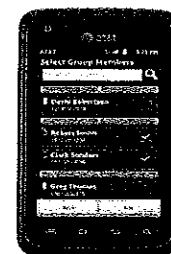


AT&T is recommending the RugbyIII Rugged Flip Phone for Option I Proposed Pricing.

AT&T Proposed Pricing						Average Monthly Rate/Device	Average Cost/Device Over 1 Year		Average Cost/Device Over 2 Years	
Rate Plan	Pooled Voice Minutes	# of Users	Monthly Rate	Service Act Credit	Description of Rate Plan Details		Avg Monthly Act Credit	Avg Monthly MRC/Device	Avg Monthly Act Credit	Avg Monthly MRC/Device
Voice/Text	25200	119	\$2,556	(\$5,950)	Contributes 17800 to Monthly Voice Pool 165 Avg cellular voice minutes/user/month Unlimited AT&T Mobile to AT&T Mobile Unlimited Nights and Weekends 1000 Free Text Messages/Month/User Free Rugby III Rugged Flip Cell Phone	\$21.48	(\$4.17)	\$17.31	(\$2.08)	\$19.39
Total Monthly Cost		119	\$2,556	(\$5,950)	Does not include Fees and Surcharges					

Option II: 119 Voice/Text Users with Unlimited Enhanced Push-to-Talk Services

The total cost for 119 Voice/Text users with unlimited ePTT services is \$2,913/Month. The total pool of minutes together with the Smartphone users is 25,200 mirroring your current voice pool for these same users (data provided by Jefferson County). With the AT&T Service Activation Credit – the average monthly rate for these devices over 12 months is \$20.31/Month/Device. The average monthly rate for these devices over 24 months is \$22.39/Month/Device.



AT&T is recommending the RugbyPro Smartphone under Option II Proposed Pricing. The RugbyPro is a ruggedized smartphone that will provide these users with access to email and internet while in WIFI areas and will block these same users from the public internet while outside of WIFI. These 119 users will have access to unlimited Enhanced Push to Talk Services that will work in 3G, 4G, LTE, and WIFI coverage areas, improving overall access to the network. The Push to Talk feature can be utilized or not.

AT&T Proposed Pricing						Average Monthly Rate/Device	Average Cost/Device Over 1 Year		Average Cost/Device Over 2 Years	
Rate Plan	Pooled Voice Minutes	# of Users	Monthly Rate	Service Act Credit	Description		Avg Monthly Act Credit	Avg Monthly MRC/Device	Avg Monthly Act Credit	Avg Monthly MRC/Device
Voice Text ePTT	25200	119	\$2,913	(\$5,950)	Contributes 17800 to Monthly Voice Pool 165 Avg cellular voice minutes/user/month Unlimited AT&T Mobile to AT&T Mobile Unlimited Nights and Weekends Unlimited Push to Talk 1000 Free Text Messages/Month/User Access to Email while in WIFI Blocked from Public Internet while outside WIFI Free RugbyPro Smartphone	\$24.48	(\$4.17)	\$20.31	(\$2.08)	\$22.39
Total Monthly Cost		119	\$2,913	(\$5,950)	Does not include Fees and Surcharges					

Option II provides the unlimited Enhanced Push-to-Talk feature as part of the Government Pooled Rate Plans. Jefferson County departments can decide if they want to use this feature or not. In numerous industries - push-to-talk is a technology that has become irreplaceable. PTT customers value the convenience and productivity of being able to set up individual or group calls with the push of a button and instantly communicate over the speaker of the recipient's handset (vs. taking the time to dial, answer, go through greetings, etc., all before getting down to business).

For example, a dispatcher can communicate location and delivery instructions over PTT faster than it would take most drivers to answer a ringing phone. For a construction worker, hearing messages burst out of a speaker on their handset is more convenient than putting down tools and removing gloves to answer a standard phone call. Since PTT calls are half-duplex, they are typically more informal, sporadic, and business-focused than a standard phone call.

*Average telephone
call is about 2 min*

*Average ePTT call is
about 30 sec*

Push-to-Talk over Cellular (PoC) is a service that allows subscribers using a commercial cellular network to turn their handset into a two-way radio transceiver but without the range limitation and high cost of private LMR systems. IP-based PoC transmits voice as data packets over the data channel of a mobile network.







With the availability of broadband wireless networks using advanced 3G, 4G/LTE, and WIFI technologies, PTT can now become a high-performance and business-grade application. With the AT&T PTT technology platform, IP-based PoC over high-bandwidth 3G/4G/LTE/WIFI networks delivers Sub-second call set-up and the ability for Multimedia and other advanced mobile broadband data applications.

Phone Models and Cost:

AT&T Response: AT&T offers a large selection of basic mobile devices.

For more information on the basic voice/text/PTT devices offered by AT&T, visit
www.wireless.att.com/businesscenter/phones-devices/

The more popular devices are listed below along with the AT&T recommended device for Option II Proposed Pricing.

Compare Devices	LG Xpression™	LG A340	Pantech Breeze III™	Samsung Rugby® III - Gray	Pantech Renue™	Samsung Galaxy Rugby Pro™
				 Samsung Rugby® III - Gray		
Pricing						\$0.00
Your price						✓
Data Plan Required						
Specifications						
Talk time (hours)	Up to 3	Up to 3	Up to 5	Up to 9	Up to 5	Up to 11
Size (inches)	4.24x2.13x0.66	4.02x2.05x0.67	3.90x2.02x0.74	4.1x2.1x0.8	3.89x2.49x0.47	5.04x2.72x0.51
Standby time (days)	Up to 10	Up to 10	Up to 14	Up to 20	Up to 10	Up to 12
Processor Type				STE PNX6809L	Qualcomm® QSC 6270 (T)	Qualcomm® MSM8960
Processor Speed				468MHz single-core	Single	1.5GHz dual core
Weight (ounces)	4.59	3.55	3.6	4.7	4.5	4.6
Camera/Video						
Rear-Facing Camera	2MP	1.3MP		3MP	3MP	5MP with autofocus and LED flash
Bluetooth				2.1		1.3MP
Video				Video capture: Up to 1 hour		HD 1080p video capture with pop-up play picture-in-picture playback
Display						
Colors	262K	262K	256K	262K	262K	16 million
Resolution (pixels)	400x200 WQVGA	Internal: QVGA (320x240); External: QQVGA (160x128)	320x240	240x380 QVGA (Internal); 128x128 CSTN (external)	320x240 QVGA	480x800 WVGA Super AMOLED™
Display Size	3	Internal: 2.4"; External: 1.7"	2.2	2.4 (Internal); 1.3 (external)	3.2	4
Memory						
RAM				128MB	256MB	1GB

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

AT&T Response: Smartphone Bundled Pooled Rate Plans

Smartphones not only support regular voice communication, text messaging, and enhanced push to talk services but also provide advanced computing capabilities (such as e-mail and Web browsing), a portable media player, GPS navigation, a built-in camera, and network connectivity via both cellular and Wi-Fi.

Various business applications that once were supported by separate technologies are now rapidly moving to the smartphone. AT&T offers the most extensive portfolio of smartphones among all carriers in the U.S. Of AT&T's total postpaid subscriber base, 66.8% used smartphones in 2012 and in the first quarter of 2013, the percent of postpaid subscribers using a smartphone rose to 72%.

AT&T provides the ability to have Simultaneous Voice and Data operating on your Smartphone.—AT&T's network gives you the power to surf the Web while talking on the phone.

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

AT&T Response: AT&T Understands and will Comply.

Android and IOS Smartphones can use IBM's Notes Traveler to connect to Lotus Notes for Email Calendar, Contact, and Task information. See URL below for details.

<https://play.google.com/store/apps/details?id=com.lotus.sync.traveler>

Plan:

AT&T Response: AT&T is providing Jefferson County with the Pooled Smartphone bundled rate plans below making it possible to place smartphones in the field at an economical cost. The Smartphone pool of minutes is shared with the basic voice/text pool as long as they are all on the same AT&T Account.

AT&T has added a unique offer to the Smartphone Rate Plans for Jefferson County to lower overall cost of these users.

- \$100 Service Activation Credit for each new Smartphone activation.
 - The ability to add unlimited Enhanced Push to Talk Feature for \$3/month/device.
 - For every Smartphone user added, Jefferson County can add an Add-a-Line Rate plan at a reduced monthly rate.
-

Government Bundles (Voice/Data/Text/Tethering)				
Included Minutes	300	400	600	1,000
Net Price	\$57.75	\$58.61	\$70.43	\$82.13
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Unlimited Text Messaging	Unlimited	Unlimited	Unlimited	Unlimited
Data	4GB	4GB	4GB	4GB
Wi-Fi Hotspots	Included	Included	Included	Included
Tethering	Included	Included	Included	Included
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	Unlimited	Unlimited
GOVP Add a Line Smartphone Tethering Bundle available for \$44.99 at a 1:1 ratio with GOVP voice plan \$30.00 and higher, or GOVP bundle \$104.00 or higher. 4GB Data and Unlimited Text included in \$44.99 price.				

Government Bundles (Voice/Data/Text)				
Included Minutes	300	400	600	1,000
Net Price	\$48.75	\$49.61	\$61.43	\$73.13
Overage Rate	\$0.25	\$0.25	\$0.25	\$0.25
Unlimited Text Messaging	Unlimited	Unlimited	Unlimited	Unlimited
Unlimited Data	Unlimited	Unlimited	Unlimited	Unlimited
Wi-Fi Hotspots	Included	Included	Included	Included
Tethering	Not included	Not included	Not included	Not included
Mobile-To-Mobile	Unlimited	Unlimited	Unlimited	Unlimited
N & W/E	5,000	5,000	Unlimited	Unlimited
GOVP Add a Line Smartphone Bundle available for \$35.99 at a 1:1 ratio with GOVP voice plan \$30.00 and higher, or GOVP bundle \$104.00 or higher. Unlimited Data and Text included in \$35.99 price.				

Mobile Share with Unlimited Talk and Text Messaging – which includes Tethering for Smartphones. Now it's easy to share your monthly data allowance with smartphones, tablets, laptops and more.

AT&T Mobile Share Plans also give you UNLIMITED Talk & Text for all of your phones.

NEW Mobile Share Value Plans with Unlimited Talk & Text												
Up to 10 Devices per Mobile Share Plan										Up to 15 Devices	Up to 20 Devices	Up to 25 Devices
Data Shared - GB's	300M	1	2	4	6	8	10	15	20	30	40	50
List Price	\$20	\$45	\$55	\$70	\$80	\$90	\$100	\$130	\$150	\$225	\$300	\$375
WSCA Discount	0%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Net Price	\$20.00	\$33.75	\$41.25	\$53.20	\$60.00	\$67.50	\$75.00	\$97.50	\$112.50	\$168.75	\$225.00	\$281.25
Overage:	\$20/300mb for the 300mb plan. All other tiers: \$15/1GB											
Next, add more devices to your plan.												
Smartphone Cost for Upgrades and New Activations - includes new smartphone	\$40	\$40	\$40	\$40	\$40	\$40	\$35	\$35	\$35	\$35	\$35	\$35
Basic and quick messaging phones	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
LaptopConnect, mobile hotspot and netbooks	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Tablets (iPADS)	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10

Cost Per Pooled Plan:

AT&T Response: Please view chart below for Smartphone Pooled Rate Plan Options. Smartphone bundled rate plans share the same pool of minutes as the Government Pooled Rate Plans on the same account. Mobileshare Rate Plan Options are provided in the chart above.

Smartphone Bundled Pooled Rate Plans with Unlimited Data and Text Messaging		
Pooled	New Act	
Minutes	Monthly Rate	Credit
300	\$48.75	(\$100)
400	\$49.61	(\$100)
600	\$61.43	(\$100)
1000	\$73.13	(\$100)
Smartphone Bundled Pooled Rate Plans with 4GB Data/Month, Tethering, and Unlimited Text Messaging		
Pooled	New Act	
Minutes	Monthly Rate	Credit
300	\$57.75	(\$100)
400	\$58.61	(\$100)
600	\$70.43	(\$100)
1000	\$82.13	(\$100)

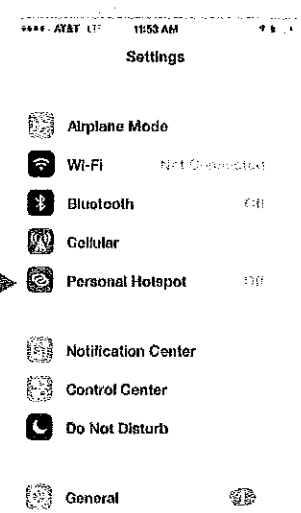
Cost Per Line:

AT&T Response: Please view chart above for Smartphone Pooled Rate Plan Cost and Mobileshare Rate Plan Cost – both include Cost Per Line.

Cost Per Data Package:

AT&T Response:

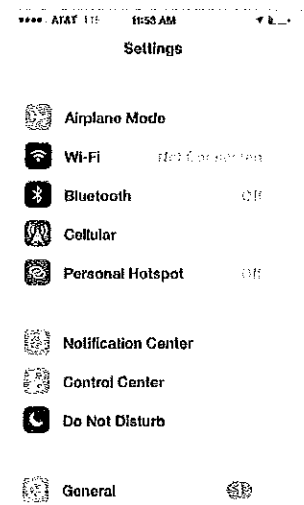
1. Please view chart above for Smartphone Bundled Pooled Rate Plan Cost.
 - a. Tethering Smartphone Bundled Rate Plans include 4GB of Data/Month/Smartphone, unlimited text messaging. Tethering allows the user to utilize their smartphone as a hotspot as long as the manufacturer allows this function. To the right is an iPhone 5S.
 - b. Non-Tethering Smartphone Bundled Rate Plans include unlimited data and unlimited text messaging along with a monthly pool of voice minutes.
 - c. Smartphone Bundled users share the same pool of voice minutes as the Government Pooled Rate Plan users as long as they are on the same account.
2. Please view chart above for Mobileshare Rate Plan Cost.
 - a. All Mobileshare Smartphones Rate Plans include Tethering as long as the manufacturer of the equipment allows this function. To the right is an iPhone 5S.
 - b. Mobileshare Rate Plans include a pool of data that is shared by all the devices added to the rate plan. Data pool size options are provided in the chart above.
 - c. Mobileshare Rate Plans included unlimited voice and unlimited text messaging.
 - d. Once the Mobileshare Rate Plan is in place, devices can be added at the monthly rate displayed in the chart.



Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails)

AT&T Response:

1. Please view chart above for Smartphone Pooled Rate Plan Data Options.
 - e. Tethering Smartphone Bundled Rate Plans include 4GB of Data/Month/Smartphone. Tethering allows the user to utilize their smartphone as a hotspot as long as the manufacturer allows this function.
 - f. Non-Tethering Smartphone Bundled Rate Plans include unlimited data and unlimited text messaging along with a monthly pool of voice minutes.
2. Please view chart above for Mobileshare Rate Plan Data Options.
 - g. All Mobileshare Smartphones Rate Plans include Tethering as long as the manufacturer of the equipment allows this function.
 - h. Mobileshare Rate Plans include a pool of data that is shared by all the devices added to the rate plan. Data pool size options are provided in the chart above.
 - i. Mobileshare Rate Plans included unlimited voice and unlimited text messaging.



AT&T Proposed Pricing

The total cost for 34 Smartphone users is \$1,456/Month. The total pool of minutes together with the Basic Voice/Text/PTT users is 25,200 mirroring your current voice pool for these same users (data provided by Jefferson County). With the AT&T Service Activation Credit – the average monthly rate for these devices over 12 months is \$34.49/Month/Device. The average monthly rate for these devices over 24 months is \$38.66/Month/Device.

Unlimited Enhanced Push-to-Talk can be added for \$3/Month/Device.

AT&T Proposed Pricing						Average Monthly Rate/Device	Over 1 Year		Over 2 Years	
Rate Plan	Pooled Voice Minutes	# of Users	Monthly Rate	Service Act Credit	Description		Avg Monthly Act Credit	Avg Monthly MRC/Device	Avg Monthly Act Credit	Avg Monthly MRC/Device
SmartPhones	25200	34	\$1,456	(\$3,400)	Contributes 6800 Minutes to Monthly Voice Pool Unlimited Data Unlimited Text/Messaging Unlimited AT&T Mobile to AT&T Mobile	\$42.82	(\$8.33)	\$34.49	(\$4.17)	\$38.66
Total Monthly Cost		34	\$1,456	(\$3,400)	Does not include Fees and Surcharges					

Phone Models and Cost:









AT&T Response: AT&T offers more remote connection options than any other provider, largest selection of mobile email and messaging devices, support for iPhone 4G/LTE, Android, and extensive device protection and control options.

Simultaneous Voice and Data—AT&T's network provides you the power to surf the Web while talking on the phone. For more information on the devices offered by AT&T, visit

www.wireless.att.com/businesscenter/phones-devices/

The more popular devices are listed below.

Compare Devices: SMARTPHONES

								
	Apple iPhone 4S - 8GB	Apple iPhone 5s - 16GB	Apple iPhone 5c - 16GB	Samsung Galaxy S3 mini	LG Q2	Samsung Galaxy Mega™ - Nova Black	Samsung Galaxy Note® 3 - Classic White	HTC One® S2GB - Glacier Silver
Pricing								
Your price	\$0.99	\$199.99	\$59.99	\$0.99	\$99.99	\$149.99	\$299.99	\$99.99
Data Plan Required	✓	✓	✓	✓	✓	✓	✓	✓
Specifications								
OS	Operating System	Operating System	Operating System	Operating System	Operating System	Operating System	Operating System	Operating System
Talk time (hours)	Up to 8 on 3G	Up to 10 on 3G	Up to 10 on 3G	Up to 11	Up to 17.9	Up to 18	Up to 26	Up to 26.2
Size (inches)		4.87x2.21x0.30	4.90x2.31x0.35	4.77x2.46x0.34	5.45x2.79x0.23	6.96x3.45x0.31	5.93x3.18x0.9	5.40x2.69x0.37
Standby time (days)		Up to 10.4	Up to 10.41	Up to 18.42	Up to 29	Up to 19	Up to 22	Up to 19.2
Processor Type		A7 chip with 64-bit architecture and M7 motion coprocessor	A6 Chip	Qualcomm® MSM8930™	Qualcomm® MSM8974™	Qualcomm® MSM8930™ Pro	Qualcomm® MSM8974 Pro	Qualcomm® Snapdragon™ 600
Processor Speed		3.95	4.65	1.2GHz dual-core	2.28GHz quad-core	1.7GHz dual-core	2.3GHz quad-core	1.7GHz quad-core
Weight (ounces)				3.66	5.04	7.23	5.9	5.94
Camera/Video								
Rear-Facing Camera	8MP iSight camera with panorama	8-megapixel iSight camera with autofocus and True Tone flash	8MP iSight camera with autofocus and LED flash	5MP auto-focus with LED flash	13MP auto-focus with LED flash and optical image stabilization (OIS)	8MP autofocus with LED flash	13MP autofocus with LED flash	HTC UltraPixel Camera
Front-Facing Camera	FaceTime HD camera for video calling	FaceTime HD camera for 12MP photos (1280x960) and 720p HD video recording	1.2MP with 720p HD video recording	VGA	2.1MP with 1080p full HD video capture	1.9MP	2MP	2.1MP with HD video capture and playback
Video	1080p HD video recording	1080p HD video recording @ 30 fps with True Tone flash	1080p HD video recording @ 30 fps	720p @ 30fps	1080p for 30 minutes	1080p video capture, 720p video playback on device	1080p HD	1080p HD
Display								
Colors				16 million	16 million	16 million	16 million	16 million
Resolution (pixels)	1136x640, 326ppi	1136x640, 326ppi	1136x640, 326ppi	690x480, 217 DPI	1920x1080 Full HD IPS 1680p, 423 ppi	1280x720 HD PLS TFT 720p, 233.1 ppi	1080p full HD Super AMOLED™ (1920x1080)	Full HD 1080p, 468ppi
Display Size		4-inch (diagonal) widescreen Multi-Touch™ Retina® display	4-inch (diagonal) widescreen Multi-Touch™ Retina® display	4			5.7	4.7
Wireless Technologies								
Wi-Fi	802.11a/b/g/n (802.11n 2.4GHz and 5GHz)	802.11a/b/g/n (802.11n 2.4GHz and 5GHz)	802.11a/b/g/n (802.11n 2.4GHz and 5GHz)	802.11 a/b/g/n	802.11 a/b/g/n/AC	802.11 a/b/g/n/AC	802.11 a/b/g/n/AC	802.11 a/b/g/n
4G/LTE	✓	✓	✓	✓	✓	✓	✓	✓
Bluetooth	v4.0	v4.0	v4.0	v4.0	v4.0 LE	v4.0	4.0 LE	v4.0 with aptX enabled
4G	✓	✓	✓	✓	✓	✓	✓	✓
International	✓	✓	✓	✓	✓	✓	✓	✓
3G	✓	✓	✓	✓	✓	✓	✓	✓
Memory								
RAM				1GB	2GB	1.5GB	2GB	2GB DDR2

Any additional costs

Describe additional costs:

AT&T Response:

Jefferson County could see fees and surcharges to certain services on their wireless invoice. The Universal Connectivity Charge (UCC), Administrative Expense Fee (AEF), and Federal Regulatory Fee (FRF) apply to all regulated, interstate, and international/U.S. billed services. We apply the surcharges to the net invoiced amount. This means that we base your surcharges on the lowest amount possible. These cost could range from 7% to 10% of the net invoiced amount and are charged by all wireless carriers. Proposed Pricing Provided does not include Fees and Surcharges.

OPTION C: Hot Spots

AT&T Response: Take your laptop, netbook or tablet with you across town or across the country with access to email, the Internet and business and social networking applications along the way. Our standalone mobile hotspot devices allow you to carry your personal internet connection with you. You can even share it with other users and devices.

AT&T's LTE network provides high speed data and based on a study performed by RootMetrics®, an independent mobile analytics firm, AT&T's average download speed of 18.6 Mbps and average upload speed of 9.0 Mbps makes AT&T the fastest and most reliable network.

With each activation the air card/MiFi/SIM device is free.

Mobile Share Data Rate Plans for Data Devices where unlimited data isn't necessary and it makes more sense to share data and lower overall cost.

	GB Per Month							
	4	10	15	25	30	40	50	
	\$22.50	\$30.00	\$45.00	\$67.50	\$82.50	\$138.75	\$195.00	\$251.25
Mobile Share - GB Data								
w/25% Discount	\$22.50	\$30.00	\$45.00	\$67.50	\$82.50	\$138.75	\$195.00	\$251.25
Device Max	10	10	10	10	10	15	20	25
Each Tablet	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Each Laptop or USB or Hotspot	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
Other Connected Device	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
Additional data: \$15 per GB	\$15/GB							

Approximately: 4 devices

Plan:

AT&T Response: Please view charts displayed for individual data rate plans along with Mobileshare Data Only Rate Plan options.

Cost Per Line:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Hotspot is \$20/Month/Device.

Cost Per Data Package:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Hotspot is \$20/Month/Device.

Specify data packages:

AT&T Response: Please view chart above for data rate plans along with Mobileshare Data Only Rate Plan options

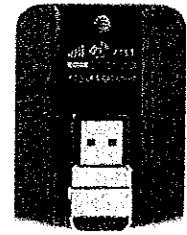
1. Mobileshare Data Only Rate Plan: All hotspots/MiFIs/Air Cards/Tablets etc. share a pool of data each month. Once you have your Mobileshare Rate Plan in place – the cost to add a Hotspot is \$20/Month/Device.
2. Unlimited Data: \$39.99/Month/Device.
3. Individual Data Rate Plans found in the chart to the right.

Data Plans For Wireless Modems, Aircards, Mifi, Tablets Devices			
3GB for Tablets	5GB for Tablets	5 GB Pooled for Laptops	Unlited Tablet/iPa d/Laptop / MiFi Devices
\$26.25	\$37.50	\$37.50	\$39.99
\$10.00/GB	\$10.00/GB	\$10.00/GB	N/A

Hot Spot Models and Cost:

AT&T Response: All the data devices below are free with a new activation.

Compare Devices



**AT&T Unite Pro-
Black**

AT&T Unite - White

**AT&T Mobile Hotspot
MiFi® Liberate -
Graphite**

AT&T Beam - Black

Pricing

Your price	\$49.99	\$0.99	\$29.99	\$19.99
2-yr Commitment	\$49.99	\$0.99	\$29.99	\$19.99
Online Discount	\$0.00	\$0.00	\$0.00	\$0.00
Mail-in Rebate via AT&T Promotion Card†	\$0.00	\$0.00	\$0.00	\$0.00

Data Plan Required ✓ ✓ ✓

Specifications

In-use time	Up to 16	Up to 10	Up to 12	
Size (inches)	4.41x2.68x0.75	4.33x2.72x0.6	4.05x2.88x0.34-0.88	1.97x2.58x0.46
Standby time (days)	Up to 16	Up to 10	Up to 2.2	
Processor Type	Qualcomm® MDM9225 and WTR1605L	Qualcomm® MDM9215™ and WTR1605L	Qualcomm® MDM9215	Qualcomm® MDM9215™
Weight (ounces)	5.82	4.2	4.26	1.91
Display				
Colors	64K	64K	262K	Black and white
Resolution (pixels)	240x320	240x320 LCD	240x400 WQVGA	96x64 LCD screen
Display Size	2.4	2.4	2.8	0.95

Wireless Technologies

Wi-Fi	802.11 a/b/g/n	802.11 b/g/n	802.11 b/g/n	
4G/LTE	✓	✓	✓	✓
4G	✓	✓	✓	✓
3G	✓	✓	✓	

Memory

RAM	512MB	512MB		
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OPTION D: Broadband

Approximately: 10 devices

Plan:

AT&T Response: Please view chart above for data rate plans along with Mobileshare Data Only Rate Plan options. All hotspots/MIFIs/Air Cards/Tablets etc. share a pool of data each month. Once you have your Mobileshare Rate Plan in place – the cost to add a Broadband Device (Air Card or Embedded Modem) is \$20/Month/Device.

Cost Per Line:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Broadband Device (Air Card or Embedded Modem) is \$20/Month/Device.

Data Plans For Wireless Modems, Aircards, Mifi, Tablets Devices			
3GB for Tablets	5GB for Tablets	5 GB Pooled for Laptops	Unlited Tablet/iPa d/Laptop / MiFi Devices
\$26.25	\$37.50	\$37.50	\$39.99
\$10.00/GB	\$10.00/GB	\$10.00/GB	N/A

Cost Per Data Package:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Broadband Device (Air Card or Embedded Modem) is \$20/Month/Device.

Specify data packages:

AT&T Response: Please view chart above for data rate plans along with Mobileshare Data Only Rate Plan options

1. Mobileshare Data Only Rate Plan: All hotspots/MIFIs/Air Cards/Tablets etc. share a pool of data each month. Once you have your Mobileshare Rate Plan in place – the cost to add a Broadband Device (Air Card or Embedded Modem) is \$20/Month/Device.
2. Unlimited Data: \$39.99/Month/Device.
3. Individual Data Rate Plans found in the chart to the right.

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Plan:

AT&T Response: Please view chart above for data rate plans along with Mobileshare Data Only Rate Plan options. Once you have your Mobileshare Rate Plan in place – the cost to add a Tablet Device is \$10/Month/Device.

Cost Per Line:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Tablet Device is

Data Plans For Wireless Modems, Aircards, Mifi, Tablets Devices			
3GB for Tablets	5GB for Tablets	5 GB Pooled for Laptops	Unlited Tablet/iPa d/Laptop / MiFi Devices
\$26.25	\$37.50	\$37.50	\$39.99
\$10.00/GB	\$10.00/GB	\$10.00/GB	N/A

\$10/Month/Device.

Cost Per Data Package:

AT&T Response: Please view Mobileshare Data Only chart above and Individual Data Rate Plans in the chart to the right for data rate plans cost. Once you have your Mobileshare Rate Plan in place – the cost to add a Tablet Device is \$10/Month/Device.

Specify data packages:

AT&T Response: Please view chart above for data rate plans along with Mobileshare Data Only Rate Plan options

4. Mobileshare Data Only Rate Plan: All hotspots/MIFIs/Air Cards/Tablets etc. share a pool of data each month. Once you have your Mobileshare Rate Plan in place – the cost to add a Tablet Device is \$10/Month/Device.
5. Unlimited Data: \$39.99/Month/Device.
6. Individual Data Rate Plans found in the chart to the right.

AT&T Proposed Pricing

The total cost for 47 Data Devices sharing a total of 100GB of data each month is \$1,163/Month. With the AT&T Service Activation Credit – the average monthly rate for these devices over 12 months is \$16.41/Month/Device. The average monthly rate for these devices over 24 months is \$20.58/Month/Device.

AT&T Proposed Pricing						Average Monthly Rate/Device	Over 1 Year		Over 2 Years	
Rate Plan	Pooled Voice Minutes	# of Users	Monthly Rate	Service Act Credit	Description		Avg Monthly Act Credit	Avg Monthly MRC/Device	Avg Monthly Act Credit	Avg Monthly MRC/Device
10 Broadband Air Cards 4 MIFI Hotspot 33 Tablets	N/A	47	\$1,163	(\$4,700)	Two 50GB Mobile Share Data Only Rate Plans Avg Data/Month/Device 2.13GB	\$24.74	(\$8.33)	\$16.41	(\$4.17)	\$20.58
Total Monthly Cost		47	\$1,163	(\$4,700)	Does not include Fees and Surcharges					

2.2 Cost Proposals

Cost Proposals shall include the following:

Costs for basic services and pooled services (for Voice, Text and Data services).

Costs for wireless data (air cards). Please provide costs for both 3G and 4G networks and include information about whether data plans are unlimited or metered/throttled, and provide these specific intervals.

AT&T Response: Below please find the total cost for moving 200 mobile devices to AT&T.

AT&T Proposed Pricing						Average Monthly Rate/Device	Average Cost/Device Over 1 Year		Average Cost/Device Over 2 Years	
Rate Plan	Pooled Voice Minutes	# of Users	Monthly Rate	Service Act Credit	Description of Rate Plan Details		Avg Monthly Act Credit	Avg Monthly MRC/Device	Avg Monthly Act Credit	Avg Monthly MRC/Device
Voice/Text		119	\$2,556	(\$5,950)	Contributes 17800 to Monthly Voice Pool 165 Avg cellular voice minutes/user/month Unlimited AT&T Mobile to AT&T Mobile Unlimited Nights and Weekends 1000 Free Text Messages/Month/User Free Rugby III Rugged Flip Cell Phone	\$21.48	(\$4.17)	\$17.31	(\$2.08)	\$19.39
SmartPhones	25200	34	\$1,479	(\$3,400)	Contributes 7400 Minutes to Monthly Voice Pool Unlimited Data Unlimited Text Messaging Unlimited AT&T Mobile to AT&T Mobile Unlimited Nights and Weekends Free IPHONE 4S	\$43.49	(\$8.33)	\$35.16	(\$4.17)	\$39.33
Air Cards	N/A	47	\$1,163	(\$4,700)	Two 50GB Mobile Share Data Only Rate Plans Avg Data/Month/Device 2.13GB Free MIFI (Hotspot) and Air Card Devices	\$24.74	(\$8.33)	\$16.41	(\$4.17)	\$20.58
Total Monthly Cost		200	\$5,198	(\$14,050)	Does not include Fees and Surcharges					

The activation credit will appear on the 2nd and 3rd Billing Cycles.

Plan options (i.e. # of minutes, pooling minutes, etc.)

AT&T Response: Provided above in Options A, B, C, D, and E.

Time frames for peak vs. off-peak (night & weekend minutes).

AT&T Response: Nights and Weekends are from 7pm to 7am and calls made during this time are free. Peak time frames are 7am to 7pm.

Are off-peak minutes included at no additional charge?

AT&T Response: Nights and Weekends are from 7pm to 7am and calls made during this time are free.

What mobile-to-mobile minutes are included as part of the basic service plans?

AT&T Response: Free AT&T Mobile to AT&T Mobile minutes are free on all rate plans.

What is the charge for airtime usage when travelling out of the United States?

AT&T Response: International voice and data cost varies by country. Please go to the URL below for details by country.

<http://www.att.com/esupport/travelAndIntl.jsp?cv=820>

What is the cost for data usage when travelling outside of the United States?

AT&T Response: International voice and data cost varies by country. Please go to the URL below for details by country. AT&T allows customer to add international rate plans for the time they are traveling only – once they return to the USA – the rates plans can be removed.

<http://www.att.com/esupport/travelAndIntl.jsp?cv=820>

Does the carrier provide an unlimited usage plan and what services are included in said plan?

AT&T Response: Unlimited usage rate plans are provided below and are not discountable.

Smartphone Bundles described above include unlimited data and unlimited text messaging with shared voice minutes.

Mobile Share Talk and Text described above include unlimited voice and unlimited text messaging with shared data.

Family Talk Nation Unlimited	\$70	Includes National roaming (US, U.S. Puerto Rico and U.S. Virgin Islands). Includes Summary bill.
Smartphone Data Unlimited	\$65	Supports Exchange ActiveSync for push email, contacts, and calendar, most major POP3 email providers such as Yahoo!, Google Gmail, AOL, etc. making it perfect for Small Businesses who use those providers for their email solution.
Data Unlimited	\$40	Air Cards, Mifi's, Tablets, Laptops

Actual prices of available phones, cases and chargers.

AT&T Response: AT&T offers more remote connection options than any other provider, largest selection of mobile email and messaging devices, support for iPhone 4G, Android, and Windows Mobile® devices, and extensive device protection and control options.

Our devices—include a wide selection of smartphones, tablets, netbooks, and Network-Ready Devices using Android™, Apple iOS and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds.

Simultaneous Voice and Data—AT&T's network is already highly evolved, giving you the power to surf the Web while talking on the phone.

For more information on the devices offered by AT&T, visit

www.wireless.att.com/businesscenter/phones-devices/

The more popular devices are listed above in Option A and B.

All new wireless device ship with user guides that detail the functions and capabilities of the device. In addition, AT&T offers many online device tutorials on our website.

www.att.com/Tutorials

Broad listing of air cards, basic phones and smartphones.

AT&T Response: Please responses to Options A, B, C, D, and E above for choices.

Vendor shall list any additional pieces of peripheral equipment which come standard with the service.

AT&T Response: All Phones and data devices come standard with AC charger.

Vendor shall list all optional equipment available.

AT&T Response: Our devices—include a wide selection of ancillary equipment and accessories. For more information by manufacturer and device type, please visit

www.wireless.att.com/businesscenter/phones-devices/

List any additional services available and the monthly fee for each.

1. **AT&T Response:** Mobile Device Management solution for Jefferson County Smartphones and data devices.

Protect Jefferson County Data on Smartphones and data devices by Mobilizing IT for Email, Mobile Applications, Content, Web

Major Advantages:

- Provide access to Jefferson County apps and data so people can get their work done.
- Extend IT policies and governance to the mobile device
 - a. Consistent experience between desk top and mobile device
 - b. Device is always registered
 - c. Ability to wipe the device
 - d. Ability to logout the user remotely
 - e. Ability to find the device if Lost
 - f. Allows employees to bring their device to work and safely access PD data
- Pricing Proposed is WSCA Mobileiron rates for the State of Missouri.

Service Description	QTY	ON-PREMISE Cost		
		Premium Perpetual License Fee	Total First Year Cost	Total Second Year Cost (95 X \$9.20)
Mobileiron License Fee	34	\$40.00	\$1,360	
Mobileiron Maintenance Fee	34	\$9.20	<u>\$313</u>	<u>\$874</u>
Total Mobileiron			\$1,673	
Help Desk Support			\$0	
Mobileiron Set-Up Fee			<u>\$3,500</u>	
Total			\$5,173	\$874

2. **AT&T Response:** Smart911 from AT&T - a solution for Jefferson County Emergency 911 Dispatch Center.

Imagine having up-to-date tactical intelligence in an emergency situation that could make the difference. Knowing how many family members live in a home means knowing whether you have to take that next step back into the fiery dwelling. EMTs show up with an understanding of a resident's allergies, with medication already in hand. What kind of difference could be made if you already knew the floor and apartment number and the dispatcher could reassure that person that help is on the way immediately. How much peace of mind and confidence could come with that much more information?

Potential Benefits

- Improves 9-1-1 call processing and dispatching effectiveness
- Free to citizens
- Supports citizen demand to easily provide and manage special needs data
- Provides public safety agencies the information they need to assist 9-1-1 callers
- Gives callers peace of mind knowing first responders already have the data necessary to help them
- Operators can more quickly act on data in caller profiles by dispatching law enforcement, firefighters, or medical personnel to the scene with important facts already in hand
- Helps identify critical issues when caller is under duress/stress

Rave Smart911 PSAP Installation One Time SET UP Fee	\$9,250
Rave Smart911 Per Seat/Per Call-Taker Position Annual License	\$6,450
OR	
Monthly License	\$537

3. **AT&T Response:** RAVE Messenger from AT&T

Reach your employees where they want to be reached — on their mobile devices. Whether it's text, email, social, RSS, or voice, Messenger for Government from AT&T provides a simplified communications solutions on a

reliable multi-modal platform. Broadcasting, narrowcasting, group texting, emailing or voice messaging — messenger delivers the content-rich communications that keep your agency in the know. Deliver mission-critical messages in the most convenient fashion to your employees and customized sub groups. It's a carrier-agnostic solution, so it can move as quickly as you can, and it's 100 percent hosted, to provide fast delivery/response for critical information. Rave Messenger for Government provides polling features and allows messages to be stored for future use. Its unique features include fast delivery/response and support of high-volume communication needs. In addition, save time and money with robust reporting and response capabilities that allow administrators to monitor the status of notifications in a real time environment.

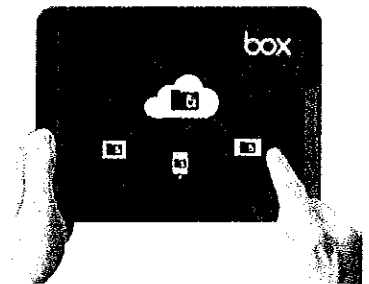
Rave Messenger from AT&T pricing:

Annual license:	\$8,000
Setup Fee:	\$3,600

4. **AT&T Response:** BOX from AT&T

Box offers a secure, scalable content-sharing platform that both users and IT love and adopt.

- Users love it because it's easy to use, they can get their work done fast, with a product they want to use, that is accessible from anywhere, on any device, and lets them easily collaborate with anyone - both inside and outside their organization.
- IT loves Box because it blends the best of both worlds: an intuitive, easy-to-manage solution that's easily adopted with little maintenance, yet still provides the proper level of oversight into how content moves within their organizations and beyond.



Box lets you seamlessly integrate and access content in other leading business applications like Office, CRM, Microsoft SharePoint and Jive, as well as utilize Box's open APIs to build customized applications on any platform.

The broad proliferation of mobile devices and "bring your own device" (BYOD) has added to the complexity of sharing content. Box is platform, device and carrier agnostic and is able to support a plethora of mobile devices. Box licenses can be purchased for AT&T and non-AT&T customers and billed to the AT&T wireless bill.

Robust enterprise-grade security is top priority at Box. Box commits extensive resources to the design, implementation, monitoring and maintenance of their security infrastructure. Together, from the point users log into Box to how and where files are stored and accessed, comprehensive protection is built in at every level (application, network and facilities), for every user.

Box gives end users a simple sharing solution that lets them get work done from anywhere, while providing IT with a powerful platform for managing and securing information. Box provides secure granular sharing and collaboration permissioning, tracking and auditing of usage activities, and integration with existing Active Directory (AD), Lightweight Directory Access Protocol (LDAP) and Single Sign-on (SSO) systems.

Business		
Company is billed for all users, whether internal or external collaborators		
min 3 to max 100 Seats	\$15.00	Monthly
min 101 to max 500 Seats	\$14.25	
Enterprise		
Company is billed for all users, whether internal or external collaborators		
min 3 to max 100 Seats	\$25.00	Monthly
min 101 to max 500 Seats	\$22.50	
min 501 to max 1000 Seats	\$21.25	
Enterprise Unlimited		
Company is ONLY billed for internal users as determined by email domain, external collaborators are free		
Min 3 to max 50 Seats	\$35.00	Monthly
Min 51 to max 250 Seats	\$30.00	
Min 251 to max 500 Seats	\$26.25	
Min 501 to max 1000 Seats	\$22.75	
Min 1001 to max 2500 Seats	\$21.00	

2.3 Vendor Qualifications/Experience

A statement of qualification of the firm and a description of the company history and financial capability is required. Proposers shall provide their Dun & Bradstreet number. Proposers shall include definitive information regarding their experience and qualifications and key staff members who will be involved with the Jefferson County account.

AT&T Response:

Corporate History

In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T - a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a global communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998) and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless, AT&T led our industry in one of its most significant transformations since the invention of the telephone more than 130 years ago.

Ticker Symbol

NYSE: T

AT&T Inc. common stock is listed on the New York Stock Exchange. A Fortune 500 company, AT&T is one of the 30 stocks that make up the Dow Jones Industrial Average.

Leadership

Randall L. Stephenson, chairman and chief executive officer

2013 Reported Consolidated Revenue

\$127 billion

Advantages of AT&T

AT&T is a global communications provider with the infrastructure, global breadth, financial resources and management record to be a stable, long-term provider for global businesses. Our experience as a global network services provider highlights our capability to deploy the people, investment and technology necessary to manage the complex infrastructures of our business clients. Jefferson County needs a supplier with the resources, infrastructure, and expertise to manage its network services. Our rich experience as a communication services provider gives us precisely these capabilities. We have proven success in integrating and managing networks for government agencies like Jefferson County.

2.4 References

Proposers shall provide a list of at least five public agency references that are currently under contract with proposer for similar products and services. References are to include: Name, Address, Contact, Title, Phone Number, Approximate Population, Installation Date, and Approximate Number of phones in use.

AT&T Response: Please find five references below.

Mike Turner

Director IT

Central County 911

22 Weis Road

Ballwin, MO

mturner@cce911.org

6362077911

Lieutenant Ronald J. Danback, DSN 2635/690

Commander, Communications Division

Office 314-444-2969

rjdanback@slmpd.org

Deborah Oberlohr

Manager IT

St Louis County

141 S Meramec

Clayton MO

doberlohr@stlouisco.com

314-615-5336

Lt. David Tiefenbrunn

St. Charles County Sheriff's Department

101 Sheriff Dierker Blvd

O'Fallon, MO. 63366

636-949-7900

DTiefenbru@sccmo.org

Willie Hantack

Purchasing Manager
Finance Department
City of Saint Charles, MO
(p) 636.940.4668
willie.hantack@stcharlescitymo.gov

2.5 Customer Service

Carriers must provide all contact information for the Customer Service Representative/Account Manager in charge of the Jefferson County account. These representatives must have the ability to add/delete lines of service upon request and have the authority to make decisions regarding other account/billing inquiries. Jefferson County must also have contact information for a backup Representative should the primary contact be unavailable when service is required.

AT&T Response:

Personalized Support

Because we understand the importance of personalized service, AT&T provides Jefferson County with an account team of specialists who will design and implement

your new solution. You will receive ongoing, coordinated support from your account team for all of your AT&T services.

Account management—sales, care, and support teams trained to work with Jefferson County.

- Stewardship—a process in which we periodically review your wireless accounts and recommend strategies to maximize your benefits
- Technical Specialists
- Technical Support—available 24x7 to help you with your wireless voice and data services
- Mobility application consultants—specialists who evaluate mobility applications

AT&T Mobility Account Team

Dave Vogler Universal Account Manager (314) 505-9174 (314) 541-4835 DV9721@att.com				
Mary Jane Day Mobility Account Manager (314) 505-0900 (314) 435-2445				
Susie Zwygart, Mobility Service Representative (785) 217-5788 SZWYGA@att.com		Stacey Carpenter, Mobility Service Representative (405) 315-6647 SCARPEN@att.com		
Steve Cochran, Senior Mobility Technical Engineer (314) 543-6449 SCOTCH@att.com		Chris Lusey, Mobility Applications Consultant (405) 315-6647 CLUSEY@att.com		
Chris Childs, Senior Mobility Technical Consultant (816) 550-3881 CCCHILD@att.com		Justin Schneller, IRU (Employee) Mobility Account Manager (816) 332-2816 JSCHNEL@att.com		
Mobility National Business Ordering 855-444-4410	International Care Help Desk 800- 999-5445	Mobility Business End User Care 800-331-0500	Warranty Equipment Exchange 800-891-1101	Premier Portal https://wireless.att.com/business Enter Your Email Address Premier Technical questions: 866-499-NOUR
Apple Tech Line 1 800 692-7753	To port a number: 866-895-1097	To activate a phone: 866-895-1099		

PREMIER

AT&T's web based solution for managing the County devices, accounting, accessories, billing and reports is called Premier. Additional information can be found at:

www.wireless.att.com/businesscenter/premier

Premier is YOUR customizable website where you can **purchase** your company or organization's wireless products and services, **manage** your account and **pay** your bill.

All online. All one place. Easy, efficient and convenient for you.

Premier is made up of three primary functions:

1. **Premier Online Store:** Within your Premier Online Store, you can shop for and purchase your company or organization's wireless products and services anytime, 24/7, enjoy exclusive Premier offers, and purchase company-approved devices, plans, and accessories at competitive rates.
2. **Premier Online Care:** Premier Online Care is the place you manage your wireless products and services, from what your employees see on your Store pages to the administrators who can access account information and bills.
3. **Premier eBill:** Premier eBill is where you go to view and pay your bill. You can also run bill analysis reports and of course, go paperless!

3.0 SPECIAL TERMS AND CONDITIONS

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

The agreement/contract term is from 06-01-2014 through 05-31-2016 with no activation or early termination fee. Jefferson County reserves the right to renew this contract for one additional 24-month periods at the same discounts, terms and conditions. Prices must remain firm during the term of the contract. Addenda(s) to contracts MUST be agreed upon by both parties in writing.

AT&T Response: AT&T understands.

Vendor shall provide monthly itemized invoices with detailed billing, broken down by department, division and phone number.

AT&T Response: AT&T understands.

Because law enforcement and public works make use of cellular equipment, it is imperative that uninterruptible service be provided 24-hours/7-days to Jefferson County. This uninterruptible service shall include the wireless technologies in use, as well as equipment. Please describe the Vendor's policies for providing replacement/loaner equipment to Jefferson County Customer. Will Jefferson County be able to purchase equipment at discounted pricing, and billed to account, at local retail locations as needed?

AT&T Response: Equipment purchased from AT&T that is malfunctioning within 30 days of purchase will be replaced without question.

After 30 days, Jefferson County will engage the Warranty/Exchange program by calling 800-801-1101.

AT&T does not offer a direct AT&T warranty on the equipment proposed, but will pass thru to Jefferson County any available manufacturer warranty and will provide for purchase by Jefferson County available maintenance and support plans.

The standard manufacturer's warranty period for devices is 12 months.

Our warranty exchange program allows you to replace defective equipment rather than repair it. This generally produces less user downtime than repair and requires minimal coordination effort for IT or asset managers.

The warranty Exchange group, available at (800) 801-1101, assists you in exchanging defective equipment for a warranty phone. You should call the warranty exchange group from a landline phone and have the cellular equipment in question available for troubleshooting. Your dedicated Account Manager is also available to assist with repairs, exchanges and upgrades.

If your equipment is no longer under warranty, or you prefer to have the equipment repaired, we can assist you in the purchase of a new device, take advantage of AT&T's SIM card technology to utilize a spare device or you can contact the manufacturer for authorized repair centers in your area. Please note that some manufacturers decline to repair devices while in the warranty period, and require you accept a new replacement device. So, you can quickly replace a defective device.

AT&T will assist Jefferson County in every way possible to minimize the cost of replacing a malfunctioning device and keep in mind that our proposal includes upgrades every 12 months.

Vendor shall present a service plan covering the location of the service facility, ability to supply parts and equipment, repair procedures, and hours of operation.

AT&T Response: Equipment purchased from AT&T that is malfunctioning within 30 days of purchase will be replaced without question. Normal replacement devices are sent in the overnight mail to the specified address if ordered before 3pm daily.

After 30 days, Jefferson County will call the Warranty equipment exchange number 800-801-1101.

Vendor shall evaluate and analyze Jefferson County phone usages and provide rate reduction plans as needed. Meet with Purchasing Manager for purpose of analyzing and developing cost saving measures and suggesting modifications and or alternative course of action to enhance system and cost effectiveness. This service is to happen after the first six months of service and then on an annual basis.

AT&T Response: AT&T understands and will comply.

Jefferson County reserves the right to request samples after the proposals are opened and before the award is made.

AT&T Response: AT&T understands and will comply.

4.0 MAINTENANCE SERVICES

Vendor shall perform routine preventative maintenance service as may be appropriate by making adjustments, repairs, and replace such parts as may be required to put the equipment in good working order. Vendor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made.

AT&T Response: Equipment purchased from AT&T that is malfunctioning within 30 days of purchase will be replaced without question. Normal replacement devices are sent in the overnight mail to the specified address if ordered before 3pm daily.

After 30 days, Jefferson County will call the Warranty equipment exchange number 800-801-1101.

Devices qualify for an upgrade every 12 months – there is always a free phone available and discounted rates on new equipment.

Vendor shall provide 24-hour/7-day technical service for telecommunication service and maintenance at no additional charge.

AT&T Response: AT&T understands and will comply.

Vendor shall perform emergency service necessary between preventative inspection at no additional cost subject to terms and conditions.

AT&T Response: AT&T understands and will comply.

Vendor shall provide loaner equipment at no charge, if shop repairs are necessary. Vendor shall provide pick-up and delivery services as needed when requested by Jefferson County staff, at no charge.

AT&T Response: AT&T understands and will comply.

Vendor shall repair all equipment or provide replacement equipment within eight hours or the next working day whichever is the shortest time.

AT&T Response: AT&T can provide limited spares to assist in these situations. Spares will be basic flip phones. Jefferson County will be able to purchase spares if necessary. Equipment is generally shipped overnight at no cost to Jefferson County as long as AT&T has the ability to place the order before 3pm. Orders after 3pm will not ship until the next day.

Will Vendor allow Jefferson County to keep “spare” equipment on hand, at no charge, if a phone is not able to be repaired or replaced within 8 hours or the next business day?

AT&T Response: AT&T understands and will comply. Jefferson County and AT&T will agree to a quantity of spares on site.

5.0 BILLING

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the “WSCA Contract”). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

JEFFERSON COUNTY REQUIRES TWO APPOINTED ACCOUNT REPRESENTATIVES THAT CAN BE CONTACTED BETWEEN 7AM – 5 PM MONDAY THROUGH FRIDAY WITH QUESTIONS REGARDING ACCOUNT BILLING ISSUES, NEW ACTIVATIONS, AND OTHER COUNTY NEEDS.

AT&T Response:

Because we understand the importance of personalized service, AT&T provides Jefferson County with an account team of specialists who will design and implement your new solution. You will receive ongoing, coordinated support from your account team for all of your AT&T services.

Account management—sales, care, and support teams trained to work with Jefferson County.

- Stewardship—a process in which we your wireless accounts and recommend strategies to maximize your benefits

AT&T Mobility Account Team

Dave Vogler Universal Account Manager (314) 505-9174 (314) 541-4835 DV9221@att.com			
Mary Jane Day Mobility Account Manager (314) 505-0900 (314) 435-2445			
Susie Zwygart, Mobility Service Representative (785) 217-6788		Stacey Carpenter, Mobility Service Representative (405) 315-6647	
Steve Cochran, Senior Mobility Technical Engineer (314) 543-6449		Chris Lusey, Mobility Applications Consultant (405) 315-6647	
Chris Childs, Senior Mobility Technical Consultant (313) 550-3881		Justin Schneller, IRU (employee) Mobility Account Manager (816) 332-2616	
Mobility National Business Ordering 888-444-4410	International Care Help Desk: 800- 999-5445	Mobility Business and User Care 800-331-0500	Warranty Equipment Exchange 800-891-1101
Premier Portal http://wireless.att.com/business Enter Your Email Address Premier Technical questions: 866-499-8008			
Apple Tech Line 1-800-692-7753	To port a number 866-895-1097	To activate a phone: 866-895-1099	

periodically review

- Technical Specialists
- Technical Support—available 24x7 to help you with your wireless voice and data services
- Mobility application consultants—specialists who evaluate mobility applications

Detailed paper copies of bills must be itemized by department, phone number, and employee name. Jefferson County is currently participating in the Western States Contracting Alliance (WSCA). The County is tax Exempt; no taxes should appear on billing Invoices.

AT&T Response: AT&T understands and will comply. Please see details of the WSCA agreement following this page.

Product Brief

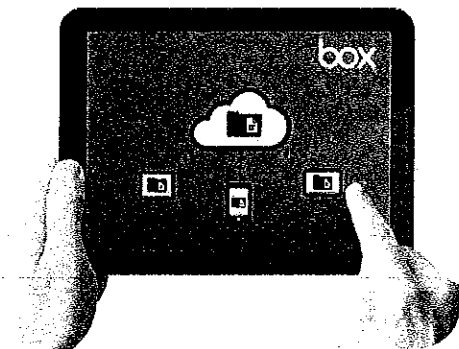
Box from AT&T

simple, highly secure sharing

Manage and access your content from virtually anywhere

Box from AT&T is a scalable and highly secure solution that allows businesses of all sizes to share and store content online. This enables easy collaboration with anyone both inside and outside of your company, plus access to content from virtually anywhere, using smartphones, tablets, the web, and desktop computers.

- Extends content to the places your business is already working
- Provides high security for your content
- Enhances collaboration and increases productivity among your end users



Manage Your Content In The Cloud

By combining rich administrative and security features with the ease of use typical of mobile apps and online collaboration software, Box is reinventing how businesses share, manage, and access all of their files with cloud-based content management.

Result: Users are more productive than ever before and can quickly and easily access mission-critical files from virtually anywhere.

Capture

Put your content in the cloud for access virtually anywhere, anytime.

- Create and organize multiple layers of folders with various levels of user permissions
- Download, view and edit any type of file on any web browser with high security
- Use any cross platform environment, from Windows and Mac OS to Linux
- Access and view files on-the-go with compatible Smartphones, Tablets, and other mobile devices
- Brand Box with your logo and color scheme to keep your company's look and feel consistent inside Box

Potential Benefits

- Drive mobile productivity: Box enables businesses to make quick decisions, finish projects fast and keep teams up-to-date
- Both users and IT love and adopt Box: Users collaborate easily, while IT maintains security and oversight
- Simple to deploy and maintain: Box lowers total cost of ownership compared to traditional IT infrastructure. No software to install or hardware to buy
- Oversight at every level: Delivers enterprise grade security, robust administrative controls and audit trails

Features

- Share and Collaborate: Create, edit and share your content with everyone
- Sync: Sync desktop files to your Box account
- Mobility: Access content on Box mobile apps for iOS, Android, and more
- Platform Integrations: Access Box from other leading business apps
- Admin and Security: Secure content with admin controls and permissioning

Connect

Share content and collaborate in a highly secure cloud-based workspace.

- Create a shared workspace and easily invite both co-workers and external partners to work together
- Avoid time-consuming downloads by viewing files and editing documents in your mobile app or browser
- Leave comments and feedback attached to specific documents, reducing email overload
- View or revert back to old files after new versions are uploaded
- Find the file or folder you need with Box's full-text search engine
- Discover new and updated content via the real-time Updates tab

Collaborate

Replace your file server with a smarter, simpler cloud-based solution.

- Share large files easily with a single vendor or an entire department using one link
- Receive automatic email alerts when users upload, download or update files
- Use direct web links to share project folders or individual files
- Streamline workflow by assigning tasks to improve, review or update files
- Sync Box folders to your desktop for offline access
- Create widgets to embed files on any web page

Feature	Business	Enterprise	Enterprise Unlimited
Storage	1000GB	Unlimited	Unlimited
File Size Limit	2GB	5GB	5GB
Minimum Users	3	3	3
External Collaborators Price	Additional	Additional	Included
File Sharing Links	•	•	•
Mobile Apps	•	•	•
Sync	•	•	•
Custom Branding		•	•
Active Directory and Single Sign On Support		•	•
MDM and ECM Integrations		•	•

Box from AT&T Pricing

Monthly Price per Licensed Seat	
Business	
Company is billed for all users, whether internal or external collaborators	
min 3 to max 100 Seats	\$15.00
min 101 to max 500 Seats	\$14.25
Enterprise	
Company is billed for all users, whether internal or external collaborators	
min 3 to max 100 Seats	\$25.00
min 101 to max 500 Seats	\$22.50
min 501 to max 1000 Seats	\$21.25
Enterprise Unlimited	
Company is ONLY billed for internal users as determined by email domain, external collaborators are free	
Min 3 to max 50 Seats	\$35.00
Min 51 to max 250 Seats	\$30.00
Min 251 to max 500 Seats	\$26.25
Min 501 to max 1000 Seats	\$22.75
Min 1001 to max 2500 Seats	\$21.00

Maximize the Value of Box from AT&T

As a simple content sharing platform, Box from AT&T is both intuitive to use and easy to implement – as a result, many customers prefer to set up and configure Box from AT&T on their own. However, some organizations with complex structures and requirements can take advantage of Box Professional Services to quickly get more value with Box from AT&T, ensure successful implementation and to provide necessary training to employees. AT&T offers three levels of Box Professional Services to make sure that you get the service that meets the unique needs of your organization.

Use of Box Professional Services is highly recommended for deployments of 25–49 users and required for deployments of 50 users or more.

Box Professional Services

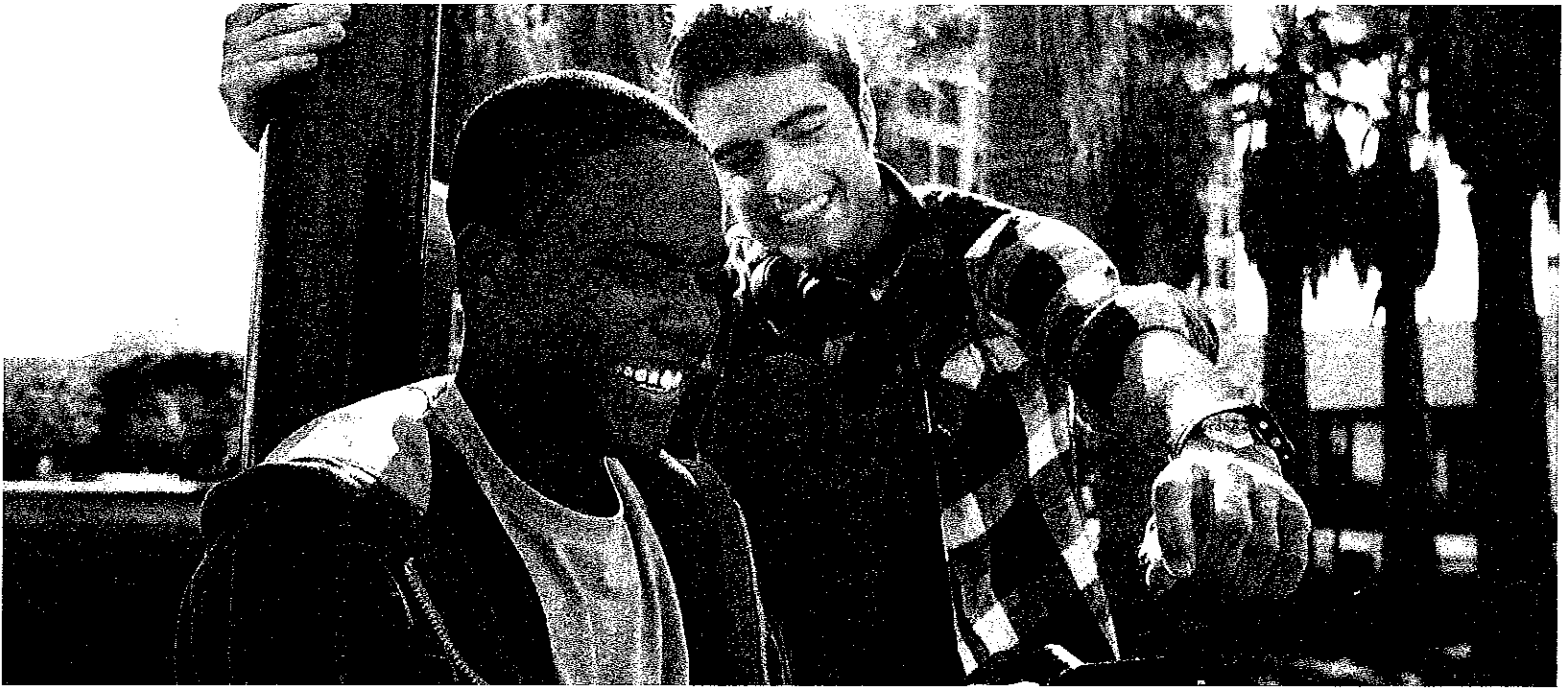
	QuickStart	SmartStart	FullStart Standard
Target Customer	<75 users	75–300 users	>300 users
Methodology & Best Practices	Yes	Yes	Yes
Content Migration	No	Up to 500GB	Up to 1TB
Project Terms	Fixed Fee	Fixed Fee	Fixed Fee
Scope	<ul style="list-style-type: none"> • Admin training • Use case discussion • Set-up assistance • One-time app integration • End user training 	<ul style="list-style-type: none"> • Planning assistance • AD setup: 2x app integration • Deployment and end user adoption assistance 	<ul style="list-style-type: none"> • 3 use cases • Detailed project plan • SSO Setup • Full adoption • End user training
Timeline	2–3 weeks	4–6 weeks	10–12 weeks
Price	\$1k	\$4k	\$30k

For more information contact an AT&T Representative, visit att.com/Box, or call 866-322-8666.

Important Information

Available only to customers with a qualified AT&T business or government agreement ("Enterprise Agreement") and their respective employees. May not be available for purchase in all sales channels or in all areas. Qualified data plan and compatible device required. Additional hardware, software, services and/or network connection may also be required. You may cancel Box from AT&T at any time. Coverage: Wireless coverage is not available in all areas. See www.wireless.att.com/coverageviewer for AT&T's wireless coverage. Wireless service is subject to transmission limitations and terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. Usage/Billing: Measured wireless usage incurred in connection with Box from AT&T will be charged as specified in your associated data plan. You will be billed for all wireless data usage up to cancellation of Box from AT&T. HIPAA: If Customer chooses to use Box from AT&T to transmit Protected Health Information ("PHI"), Customer must encrypt the data in a manner consistent with the guidelines established by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"). To the extent that Customer's use of Box from AT&T requires AT&T to use or disclose PHI, Customer consent to the terms of AT&T's Business Associate Agreement, located at www.wireless.att.com/businessassociateagreement. Additional Terms: Customers of Box from AT&T are subject to the service agreement found at <https://cloud.box.com/Box-from-ATT-BSA>. Offer subject to change.





Redefining campus communications for today's students and staff

Bulletin boards are so 2002. To be effective at reaching today's students and staff, it's critical to reach them on the on-demand, they carry at all times — their mobile phones.

Whether it is through text, email, social, RSS, or voice, Rave Messenger from AT&T is a simple, reliable way to broadcast important messages to campus communities of all sizes, from the Glee Club to the entire student body.

With the ability to support high volume communication needs, Messenger allows colleges and universities to deliver multi-modal, content-rich communications to students and staff with remarkable speed — ensuring that the right people get important messages when timing is critical.

Messenger provides unique features that guarantee fast delivery and response, polling features, and the ability to store messages for future use. In addition, robust reporting and response capabilities allow administrators to monitor the status of notifications in a real-time environment.

Messenger is more than an alert system, with a variety of options to customize and integrate the services colleges rely on. For a more secure campus, EyeWitness can be enabled to offer students an easy, discreet way to alert authorities of public safety incidents via text. For students who request grade notifications via text, Blackboard Integration allows users the ability to send text and email notifications when new content is posted.

Easy

- Easy-to-use customer web interface sends messages quickly via multiple modes
- Fully-hosted software application with continual upgrades. No installation required on servers or mobile phones
- Familiar web-like interface allows for increased user adoption and less training

Fast

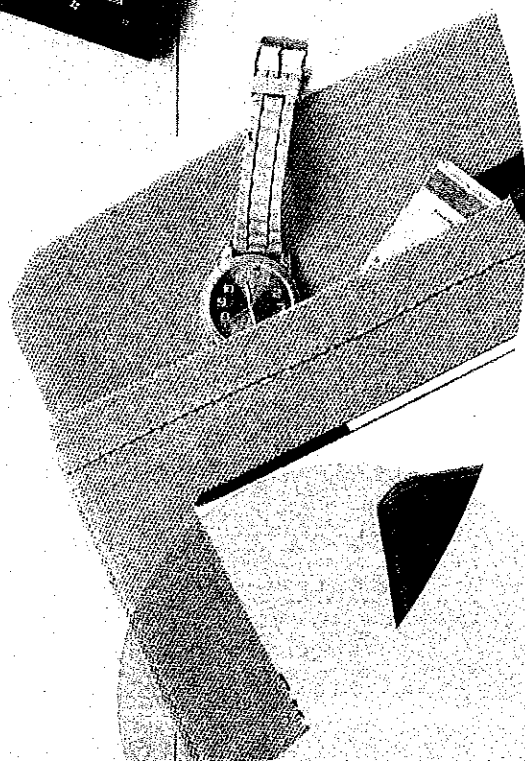
- Rapid deployment using SaaS (Software as a Service) eliminates the need to acquire hardware, offering a ready-to-go solution that can be easily activated
- Faster delivery of essential information such as grades and lecture time changes

Custom

- Individuals deliver and receive information from their medium of choice
- Polling, reporting and response features improve community interactions, daily operations, and communications through a single solution

Features

- 100% hosted "software as a service" (web-based)
- Multi-Modal Capability: 2-way text, email, recorded voice, social networks, and RSS
- Broadcast or targeted messaging
- Sophisticated reporting to track message statistics and history
- Tools to integrate with existing in-house or commercial systems and applications
- Extensive administrative tools with varying degrees of control





For more information, visit http://www.corp.att.com/edu/mobile_safety/rave.html
or contact an AT&T representative

Rave Messenger from AT&T pricing:

• Annual license:

	One Year (annual charge)	Multi-Year (annual charge)
Basic	\$1.50/FTE, \$4,000 minimum	\$1.35/FTE, \$3,600 minimum
Premium (includes voice)	\$2.75/FTE, \$8,000 minimum	\$2.48/FTE, \$7,200 minimum

• Setup:

Basic: \$1,800
Premium: \$3,600

Additional Messenger Features and Services:

- Professional Services Hourly Fee: \$225/HR
- SmartLoader Automated Bulk Load Set-up: \$3,600
- LDAP or IMAP Authentication Integration: \$3,600
- CAS or Shibboleth Authentication Integration: \$3,600
- Integration to Blackboard Learning System: \$3,600

Important Information

Available only to customers with a qualified AT&T business or government agreement ("Enterprise Agreement") and their respective Corporate Responsibility Users (CRUs). Rave Messenger from AT&T may not be available for purchase in all sales channels or in all areas. Compatible device required. Additional hardware, software, services and/or network connection may also be required. Customers must pay in advance for a minimum of one year of Rave Messenger from AT&T service and optional add-on services (if any). Customer may terminate Rave Messenger from AT&T and any add-on services at any time. However, there are no refunds. Customer will receive notice from AT&T of the expiration of the prepaid period and the cost associated with beginning a new prepaid period of equal length. Customer's subscription to Rave Messenger from AT&T and any optional add-on services will be automatically renewed for successive periods equal to the initial term unless Customer provides written notice to AT&T at least ninety days prior to the expiration of the then-current term of Customer's intent not to renew. Discounts are available for qualified customers purchasing a multi-year agreement or eligible multi-product licenses. Discounts do not apply to optional add-on services, set-up fees or professional service charges. Customer is responsible for payment of all applicable taxes. **COVERAGE:** Coverage is not available in all areas. Wireless service is subject to transmission, terrain, system, capacity and other limitations. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed by AT&T. Additional charges and other restrictions apply. For devices/service from other wireless carriers, all technical support, voice, messaging and data usage will be subject to the applicable rates and terms of such other wireless carrier(s). Refer to applicable wireless carrier for such rates, terms and conditions. **EMERGENCY NOTIFICATION:** Rave Messenger from AT&T should not be used as the primary or sole method of sending notifications that contain information that is essential to the protection of life or property. In such situations Rave Messenger from AT&T may be more susceptible to blocking, outages, delays and congestion, and greater risk of non-delivery. AT&T reserves the right to deny or terminate service, without notice, to any person that uses Rave Messenger from AT&T in any manner that adversely impacts AT&T's network or service levels and/or that violates any AT&T network or subscriber protective measures. Furthermore, AT&T reserves the right to deny or terminate service without notice for any misuse of Rave Messenger from AT&T. **ADDITIONAL TERMS:** Use of Rave Messenger from AT&T is subject to the Enterprise Agreement, brochure(s) and coverage map(s) and the terms and conditions found at <http://www.getrave.com/help/Terms.do>. Offer subject to change without notice.

Product Brief



Smart 911 from AT&T

Supplemental, Enhanced ALI

Imagine having up-to-date tactical intelligence in an emergency situation that could make the difference. Knowing how many family members live in a home means knowing whether you have to take that next step back into the fiery dwelling. EMTs show up with an understanding of a resident's allergies, with medication already in hand. What kind of difference could be made if you already knew the floor and apartment number and the dispatcher could reassure that person that help is on the way immediately. How much peace of mind and confidence could come with that much more information?

When dealing with an emergency, first responders need vital information – they need it quickly and accurately. Smart911 from AT&T lets citizens create private online profiles that are automatically shared with dispatchers if they call 9-1-1. Law enforcement, fire departments and Emergency Medical Technicians (EMTs) suddenly know more about how to help.



Traditional 9-1-1 services provide operators with only the most basic data – phone number and some level of location information. They then spend vital minutes securing additional information from panicked, frightened or injured callers. Smart911 from AT&T allows citizens to provide the details about themselves and members of their family that can be used to improve 9-1-1 call taking, dispatch, and emergency response. Smart911 from AT&T is delivered in collaboration with Rave Mobile Safety, a provider of software for campus and public safety.

How it Works

Smart911 enables citizens to enter information that they want to make available to 9-1-1 operators through a highly secure website at www.Smart911.com. Creating, maintaining and utilizing this profile is free of charge for citizens. Information can include children's photos, medical conditions, disabilities, home addresses of cellphone callers, and other vital facts. Smart911 delivers this information automatically with a 9-1-1 call to the call taker's work station at participating Public Safety Answering Points (PSAPs). As a national system, Smart911 delivers information for participating individuals to any PSAP in the United States utilizing the system.

Smart911 delivers this rich caller information utilizing today's infrastructure and can seamlessly migrate to a NG9-1-1 IP-based system- for simple deployments into any environment. Critical caller data can also be delivered directly to EMS and first responders en-route.

Potential Benefits

- Improves 9-1-1 call processing and dispatching effectiveness
- Free to citizens
- Supports citizen demand to easily provide and manage special needs data
- Provides public safety agencies the information they need to assist 9-1-1 callers
- Gives callers peace of mind knowing first responders already have the data necessary to help them
- Operators can more quickly act on data in caller profiles by dispatching law enforcement, firefighters, or medical personnel to the scene with important facts already in hand
- Helps identify critical issues when caller is under duress/stress

Features

- National system works with all call types – Landline, Mobile, VoIP – with real time screen pops accompanying calls
- Shortens the time-consuming process of gathering background information
- Data is validated by citizens regularly, aged data not shown
- Operational procedures reviewed by APCO/NENA
- Works on existing workstations and is CJIS compliant

Public safety is among the most valuable citizen services. Smart911 from AT&T provides public safety agencies the confidence they need to better help citizens, and gives those that are scared, sick or injured peace of mind knowing that those they need most have what they need to help them.

Pricing

Rave Smart911 PSAP Installation	One Time SET UP Fee \$9,250
Rave Smart911 Per Seat/Per Call-Taker Position	Annual License \$6,450 OR Monthly License \$537

For more information contact an AT&T Representative or visit www.att.com/smart911.

Important Information

Available only to government customers with a qualified AT&T government agreement ("Enterprise Agreement"). May not be available for purchase in all sales channels or in all areas. Additional hardware, software, services and/ or network connection may also be required. Availability, security, speed, timeliness, accuracy and reliability of service are not guaranteed. Customers choosing the Annual License must pay in advance and there are no refunds. Customers choosing the Monthly License pay in arrears. Additional Terms: Smart911 from AT&T is subject to the Enterprise Agreement, sales information and the Services Agreement found at <http://terms.ravewireless.com/terms/termsapp/smart911attterms.jsp>. See applicable materials for details. Additional charges and restrictions apply. Offer subject to change.





The fast track to productivity

push-to-talk on the next generation smartphone

AT&T Enhanced Push-to-Talk Service

Get on the fast track to productivity

Time is money, and with an increasingly mobilized workforce, time waiting to connect people, information and resources wastes money. Communications has to happen fast to keep things moving efficiently and is a key driver of productivity.

Having the right mobile communications network and infrastructure in place in today's fast-paced business environment is critical for connecting your employees, applications and business processes with fast and reliable access anytime and anywhere.

Push-to-talk (PTT) communications systems with walkie-talkie-like command and response efficiency have long been a mainstay of mobility-dependent industries, such as transportation, construction and all manner of field services. Push-to-talk's simple one-button approach to instantaneous one-to-one and one-to-many voice communications gets things done quickly and gets things done right, improving worker collaboration, productivity and your bottom line.



Work safely. Communicate with confidence.

Instantaneous communications means no time wasted on call setup or going to voice mail – the average PTT conversation lasts less than 40 seconds compared with the 3-minute average for mobile phone calls. And with PTT's presence and availability features, you know you are going to get to the right person – or entire work groups – at the right time and the right place.

If your business is already dependent on PTT, you are likely aware the status quo is about to change with the impending shutdown of one of the largest cellular PTT networks. Meanwhile, the FCC narrowbanding mandate will also force many mobile radio users (LMR/PMR) to replace their existing infrastructure. The industry to date has clearly failed to help the PTT user community keep pace with the latest technology.

The good news is that there has never been a better time to upgrade to the next generation of push-to-talk mobile. It's time to migrate your push-to-talk solution to the smartphone era.

AT&T Enhanced PTT is an IP-based end-to-end communications and applications platform that offers fast, sub-second performance, advanced features, a broad portfolio of compatible smartphone and rugged phone devices, integration with an array of advanced mobility applications – and expansive coverage on the nation's largest 4G network.

Single-purpose voice-only PTT handsets can be the right choice for certain work environments. For many workers, however, the need to manage multiple communications tools – cellphone, radio, pager, in-vehicle GPS,



With Enhanced PTT you can:

- Create large contact lists with up to 1,000 contacts
- Conduct a group call with up to 250 people simultaneously with the push of a button
- Choose from a broad selection of smartphones, feature phones, rugged phones and specialty devices
- Talk and use productivity applications simultaneously
- See who's available to talk immediately with AT&T Enhanced PTT's presence status indicators
- Allow supervisors to override PTT calls in order to communicate important, time-sensitive messages to their teams
- Access AT&T's expansive 3G, 4G and 4G LTE networks
- Use mobile applications, GPS or cameras on your phones during PTT calls

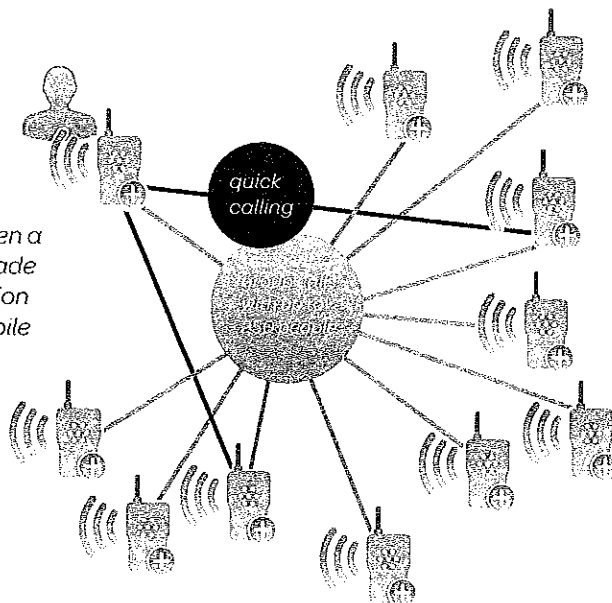
PCs, clipboards, you name it – can prove burdensome and counter-productive.

A cellular-based enterprise grade PTT solution on the latest smartphone technology puts you on a broadband infrastructure with the power of IP-based technology. Now you can adopt mobile data applications on a single communications platform and allow your workers to combine their cell phone, two-way radio and wireless broadband handheld computer into a single, integrated device. That means faster and richer collaboration that can increase your internal ROI, drive and enhance productivity in your business, eliminate paper, improve people-processed assets and lower cost of ownership.



AT&T Enhanced PTT offers a complete solution roadmap for field service workers that not only delivers the benefits of traditional PTT communications – quick calling and group talking – but can be

There has never been a better time to upgrade to the next generation of push-to-talk mobile



integrated with your back-end enterprise systems and will scale to meet your future needs.

And with AT&T, you have a solid and committed mobility solutions provider with a broad ecosystem that can help you achieve your immediate goals by developing a smart and seamless migration strategy from legacy networks being phased out to AT&T's high-performance solution. AT&T's Mobility Application Consultants can provide the solution architecture, development and lifecycle management to help you realize your longer term goals of how to better mobilize your work force, getting the most benefit from data collection, streamlining work flow, enhancing productivity, and reducing overall cost exposure in your work environment.

AT&T can also provide the know-how to seamlessly and cost effectively integrate PTT with the systems you already own, whether that's WiFi, IP-enabled PBX, rapid response, or mobile radio (PMR/LMR), leveraging and extending your existing infrastructure investment with minimal disruption to your work processes.

AT&T Enhanced PTT is built on an open API platform which means nearly limitless possibilities to interface with the most popular applications and systems available for your industry, including dispatch, fleet management, GPS tracking, ticketing, field force automation, work order management, inventory and asset management, mobile forms, and mobile resource management.



For more information

contact an AT&T Representative or visit www.att.com/eptt





Product Brief

MobileIron Basic Connected Cloud from AT&T

With the advent of new smartphone and tablet devices entering the market, and mobile applications being developed at a rapid pace, it's more important than ever for organizations to proactively manage their mobile environment. While these organizations attempt to keep their information secure and IT costs low, they must concurrently arm their employees with tools that allow them to be proactive and productive.

Limited IT Infrastructure

MobileIron Basic Connected Cloud from AT&T is a "zero IT footprint" solution that offers basic device and application control with location-based services for better monitoring across nearly all operating systems, carriers, and devices. MobileIron Basic Connected Cloud from AT&T allows for low-stress setup and deployment while providing ease of use for both IT administrators and users. With MobileIron Basic Connected Cloud from AT&T, organizations are empowered by admin scripting that notifies the IT department of any devices that are connected to the network and offers the ability to manually block them using active sync through the Mobile Device Management (MDM) platform. Administrators can keep control of their inventory, take action on lost and stolen devices, remotely lock and wipe devices, and manage application inventory.

Highly Secure Multiplatform Control of Enterprise Smart Devices

MobileIron Basic Connected Cloud from AT&T delivers a cloud-based multi-operating system (OS) MDM solution to provide data-driven smartphone management from a fully hosted platform. It provides visibility and control for mobile devices operating on iOS® and Android™. MobileIron Basic Connected Cloud from AT&T provides the IT team near real-time insight into how applications and data are used, as well as automated remediation against policy violations to protect enterprise resources. It also delivers proactive visibility to IT and both Corporate Responsibility Users (CRUs) and Individual Responsibility Users (IRUs) to better secure data without compromising privacy, even on employee-owned phones. MobileIron Basic Connected Cloud from AT&T is packaged as a downloadable software client and a cloud-based smart device platform offering a hosted platform for MDM.

Enterprise Functionality, Purpose-Built
To help enterprise IT and end-users, MobileIron Basic Connected Cloud from AT&T offers key mobile device management functionality including powerful management over:

- Control – track device position and control access to critical enterprise resources based on corporate policies

Potential Benefits

- Increased efficiency through IT management of devices and data
- Improved flexibility in supporting multiple devices and operating systems
- Reduced costs by organizing device chaos and allowing employee-owned devices
- Visibility into users and access
- Greater control, compliance monitoring, and protection of sensitive enterprise data, assets, and systems

Features

- Multi-OS Device Management
- Lost Phone Recovery
- Enterprise App Store
- Administration
- Exception and Abuse Control
- Communications

Share this with
your peers



- Applications – provision, configure, and troubleshoot applications with minimal user interruption
- Devices – monitor settings and status for inventory, configuration, policy, and security functions

(REQUIRED) MDM Validation Check

- Confirm successful device enrollment
- Device compliance review (iOS & Android)
- Review Android device portfolio for supportability
- Determine Touchdown status for Android device management
- Address individual device loading or bulk loading questions

(REQUIRED) AT&T MSS Managed Services Application Service Desk (ASD)
AT&T managed services support is provided by the AT&T MSS Managed Services Application Service Desk (ASD) organization. The AT&T Application Service Desk is comprised of experienced, industry certified professionals who provide hands-on, comprehensive, proactive, managed services and technical support. This service is intended for customers who require the day-to-day administration of their managed services platform and leverage AT&T for triage, support, and how-to/FAQs.

The application support provided by AT&T includes the following:

- Standard application warranty – included with all application and solution deployments
- An annual Silver level support package

MobileIron Basic Connected Cloud provides the following features for iOS and Android platforms:

- Device management
- Enterprise app store
- Broadcast SMS, Email and Apple Push Notification Service (APNs)

Advanced Authentication Using Certificates and Kerberos Delegation
To use Certificate Authentication, the customer's MDM server will need to be configured to issue certificates. Certificate authentication provides enterprises the ability to establish identity while eliminating the need for end users to enter usernames and passwords on their mobile devices to access corporate resources, such as Exchange ActiveSync, VPN and Corporate Wi-Fi.

Service Scope

AT&T will implement and configure the integration settings to enable the MobileIron Virtual Smartphone Platform (VSP) appliance to issue certificates to mobile devices from a supported interface to the customer's Certificate Authority. AT&T will complete the Certificate Authority integration configuration and:

- Create one certificate template representing the customer's desired type of identity certificate
- Define one device policy profile for Exchange ActiveSync auto-configuration using an MDM-issued identity certificate
- Define one device policy profile for VPN client auto-configuration using an identity certificate

- Define one device policy profile for preferred WiFi network auto-configuration using an identity certificate
- Configure the service accounts in Active Directory (User or Computer object) for Kerberos authentication delegation and create service principal names (SPNs) if necessary
- Configure the email proxy service to request Kerberos delegated credentials on behalf of device users for mailbox access

AT&T will assist with the testing of each device profile on a single supported device.*

NRC		Price
RTL41057	MSS MDM Add-On SCEP SVR Instal	\$1,750

For more information contact an AT&T Representative or visit www.att.com/mdmservices and www.att.com/mobileiron.

Share this with your peers  

Important Information and Additional Terms:

*Diagnosis and remediation of failed test cases to verify that a certificate of the correct type is issued by the Certificate Authority and installed within the device certificate store. The customer is responsible for any diagnosis or remediation of authentication or authorization failures within the authentication, authorization and accounting (AAA) infrastructure.

Solution Components. A minimum initial purchase of 20 MobileIron Basic Connected Cloud licenses is required. Support Services are billed in advance. Hardware appliances (servers) are optional and, if purchased, an additional per appliance charge will apply. All fees paid for MobileIron Basic Connected Cloud are non-refundable. Additional fees, charges, taxes and restrictions may apply.

Requirements; Technical Information: MobileIron Basic Connected Cloud is available only to customers with a qualified AT&T Business Agreement. Customer's end users must subscribe to a data plan on a compatible device with Short Messaging Service (SMS) capability. MobileIron Basic Connected Cloud may not be accessible at all times.

Availability, security/privacy, delivery and timeliness of information are not guaranteed by AT&T. MobileIron Basic Connected Cloud is accessed via a Web portal and requires a PC with Internet connection. Improper or incomplete software configuration and/or downloads performed by you may result in service interruptions and/or device failures.

Software as a Service Agreement: MobileIron Basic Connected Cloud from AT&T is subject to the software as a service agreement found at <https://info.mobileiron.com/saasaform.html>. Failure to comply with the terms and conditions of the software as a service agreement may result in termination of the offer. The solution may require use of third-party products and/or services.

All intellectual property rights used in providing or arising by virtue of (i) MobileIron Basic Connected Cloud and (ii) any professional services and related materials provided hereunder are and will be sole and exclusive property of AT&T or MobileIron, as applicable. Neither ownership nor title of such intellectual property will pass to Customer. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES ARISING OUT OF OR RELATING TO USE OF THE SERVICE WILL BE TERMINATION OF THE SERVICE.

Customer Personal Data: Customer Personal Data may be transferred to or accessible by (i) AT&T personnel around the world (ii) third parties who act on AT&T's or AT&T's supplier's behalf as subcontractors; and (iii) third parties (such as courts, law enforcement or regulatory authorities) where required by law. Customer will only provide or make Customer Personal Data accessible when Customer has the legal authority to do so and for which it has obtained the necessary consents from its end users, and will camouflage or securely encrypt Customer Personal Data in a manner compatible with the VSP. As used in this Product Brief, the term Customer Personal Data includes, without limitation, name, phone number, email address, wireless location information or any other information that identifies or could reasonably be used to identify Customer or its end users. Customer is responsible for providing end users with clear notice of AT&T's and Customer's collection and use of Customer Personal Data obtained via the VSP and for obtaining end user consent to that collection and use. Customer may satisfy its notification requirements as to AT&T by advising end users in writing that AT&T and its suppliers may collect and use Customer Personal Data by providing for end user review the relevant links to the Sales Information that describes the availability of optional goods, content or services and AT&T's Privacy Policy at <http://www.att.com/gen/privacy-policy?pid=2506>. **Term and Termination:** Minimum payment period is two years from date on which customer signs order acknowledgement. At expiration of the initial two year term, the parties' agreement regarding MobileIron Basic Connected Cloud will automatically renew for successive one month terms until terminated by either party by giving the other party 30 days' prior written notice. If after service commencement AT&T terminates the MobileIron Basic Connected Cloud or any component thereof for cause or if Customer terminates any component thereof other than for cause, in addition to amounts owed up to the effective date of termination, Customer will pay 50% of the charges for the terminated offer or offer component attributable to the unexpired term of the applicable minimum payment period. AT&T reserves the right to (i) modify or discontinue offering the MobileIron Basic Connected Cloud in whole or in part and/or (ii) terminate at any time without cause.

Professional Services: Upon completion of Professional Services, Customer must either sign the acceptance document AT&T presents or provide within five business days of the service completion date written notice to AT&T identifying any non-conforming Professional Services. If Customer fails to provide such notice, Customer is deemed to have accepted the Professional Services. Customer acknowledges that AT&T and Customer are independent contractors. AT&T reserves the right to conduct work at a remote location or use, in AT&T's sole discretion, employees, contractors or suppliers located within or outside the United States to perform work in connection with MobileIron Basic Connected Cloud from AT&T. Customer will in a timely manner allow AT&T access as reasonably required for the Professional Services to property and equipment that Customer controls. Customer will ensure that the location(s) to which access is provided offer(s) a safe working environment, free of hazardous materials and reasonably suitable for the Professional Services. The Professional Services provided shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time. The mandatory validation check must be completed within 45 days of order placement. If Customer's acts or omissions cause delay of installation and configuration beyond 45 days of order placement, AT&T will invoice Customer for the installation and configuration charges after the 45th day. If the professional services provided in connection with the MobileIron Basic Connected Cloud are more complex than those described in this product brief, then a separate statement of work describing the activity and related terms and pricing will be executed. If impediments, complications or Customer-requested changes in scope arise (Changes), the schedule, MobileIron Basic Connected Cloud and fees could be impacted. In the event any Change(s) affect the MobileIron Basic Connected Cloud or fees, the parties will modify Customer's order (or statement of work, if applicable) accordingly by executing a Change Order.

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May 20, 2014

Vickie Pratt
General Services/Contracts & Grants Manager
Jefferson County
729 Maple Street
PO Box 100
Hillsboro, MO 63050

Dear Ms. Pratt,

The State of Missouri's contract with AT&T for Mobility Services and Solutions is found here:

<http://content.oa.mo.gov/sites/default/files/wsca.pdf>

The State's contract is a Participating Addendum of the Western States Contracting Alliance Master Service Agreement, known as Contract #1907, under WSCA/NASPO. This MSA is negotiated on behalf of WSCA by the State of NV. The MSA is located here:

http://purchasing.state.nv.us/Wireless/WSCA_Only/AT&T/MSA.pdf

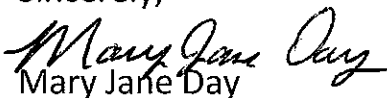
AT&T also provides Mobility Device Deployment and Application Services under the WSCA/NASPO MSA Contract #1907. A complete list of these services can be found here:

https://www.wireless.att.com/businesscenter/en_US/pdf/legal/wsca-approved-app-list-040414.pdf

WSCA/NASPO's documentation for the inclusion of these products and services to MSA #1907 can be found here:

<https://att.box.com/s/hss7mdfrlj2ndyowqai8>

Sincerely,


Mary Jane Day

AT&T Mobility Account Manager
314 435 2445



WSCA-NASPO Wireless Administration

DATE: September 17, 2013

ATTN: Ms. Teri Becker
WSCA-NASPO Contract Administrator

RE: WSCA-NASPO Master Service Agreement #1907 (the "Contract") with AT&T Mobility ("Contractor")

Dear Ms. Becker:

Action Requested:

Contractor requests to add the product(s) and/or service(s) referenced in this document (collectively, the "Products") to the Contract.

Action Log: X Verify Log is attached

PRODUCTS:

OVERVIEW:

MOBILE DEVICE DEPLOYMENT SERVICES FROM AT&T PROVIDE RAPID IMPLEMENTATION OF MOBILE SOLUTIONS THROUGH A WORLD-CLASS DELIVERY ORGANIZATION THAT MEETS GOVERNMENT AGENCY OBJECTIVES AND PROVIDES ENHANCED VALUE. AT&T MOBILITY SPECIALIZE IN CREATING, DEPLOYING, AND SUPPORTING SOLUTIONS FOR VARIOUS TYPES OF WIRELESS DEVICES SUCH AS RUGGEDIZED DEVICES, TABLETS, AND SMARTPHONES.

OUR END-TO-END DEPLOYMENT SERVICES ENTAIL:
STAGING AND KITTING (S&K SERVICE),

ADVANCED EXCHANGE (AE SERVICE),

EXTENDED WARRANTY (EW SERVICE), AND

Date

Page 1 of 5



WSCA-NASPO Wireless Administration

DEVICE BUY BACK PROGRAM.

Date

Page 2 of 5



WSCA-NASPO Wireless Administration

APPROVAL:

Upon signature, WSCA-NASPO approves the addition of the product(s) and/or service(s) herein to the Contract.

Upon signature, Contractor assures that all product(s) and/or service(s) referenced herein terms and conditions of the Contract and understands that WSCA-NASPO reserves the right Contractor for compliance in accordance with the terms and conditions of the Contract. WSC also reserves the right (a) to request additional information with respect to the product service(s) throughout the life of the Contract if in the best interest of WSCA-NASPO.

Contract Vendor:

BY: Ronald J Montague
NAME: Ronald J Montague
TITLE: Senior Contracts Manager
DATE: September 24, 2013

WSCA/NASPO

BY: Teri Becker
NAME: Teri Becker
TITLE: WSCA-NASPO Contract Administrator
DATE: 9/24/13



WSCA-NASPO Wireless Administration

ACTION LOG

Submit updated Action Log with each Request. Log must provide history of previous requests.

CONTRACT VENDOR: AT&T Mobility

Contact Name and Email (for questions): Ron.Montague@att.com or Twilia.Lively@att.com

DATE: September 17, 2013

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED
9/17/2013		
8/27/2013	Professional Services for NetMotion Wireless from AT&T	8/27/2013
8/9/2013	pdvConnect	8/12/2013
7/17/2013	AT&T Bar Code Services	7/16/2013
6/17/2013	AT&T Community Central	6/18/2013
6/5/2013	AT&T Mobile Platform Solution powered by Taqtile Mobility	6/7/2013
5/28/2013	Smart911 from AT&T	5/30/2013
4/10/2013	AT&T Campus Guide Plus	4/24/2013
3/8/2013	AT&T MEAP (powered by Kony)	3/15/2013
2/20/2013	AirWatch Hosted MDM by AT&T	3/8/2013
2/20/2013	AirWatch Content Management by AT&T	3/8/2013
2/20/2013	AirWatch On-Premise Mobile Device Management from AT&T	3/8/2013
12/27/2012	MEAP Antenna	12/28/2012
12/10/2012	Associate Pledge from AT&T	12/12/2012
11/2/2012	McAfee SaaS EMM	11/20/2012
10/10/2012	AccessMyLAN	10/10/2012
9/19/2012	Connected MobileIron from AT&T	10/10/2012
8/20/2012	McAfee® EMM™ Software from AT&T	8/24/2012
7/9/2012	AT&T Remote Zone Management -(Equipment)	7/19/2012
6/20/2012	AT&T Mobile Enterprise Applications Platform	7/5/2012
6/21/2012	AT&T Mobile Enterprise Applications Platform	7/5/2012
6/21/2012	AT&T OfficeDirect	7/5/2012
6/25/2012	Fleet Complete® Track & Dispatch from AT&T	7/5/2012
6/25/2012	Fleet Complete® Fleet Tracker from AT&T	7/5/2012

Date



WSCA-NASPO Wireless Administration

11/31/2011	TeleNav Asset Tracker from AT&T	11/31/2011
11/31/2011	TeleNav Vehicle Tracker from AT&T AT700	11/31/2011
11/31/2011	TeleNav Vehicle Tracker from AT&T AT4200	11/31/2011
11/31/2011	TeleNav Vehicle Tracker from AT&T AT5000	11/31/2011
10/31/2011	AT&T Messaging Toolkit	10/31/2011
10/10/2011	AT&T Remote Mobility Zone (Plans only)	10/10/2011
9/28/2011	AT&T Campus Guide	9/28/2011
9/9/2011	Professional Services from AT&T Mobility	9/9/2011
9/9/2011	Pyxis Mobile from AT&T	9/9/2011
8/23/2011	AT&T Video Capture	8/23/2011
8/23/2012	MobileIron VSP from AT&T	8/23/2012
8/22/2011	AT&T Location Information Service	8/22/2011
4/5/2011	Rave Campus Messenger from AT&T	4/5/2011
3/1/2011	AT&T Office@Hand	3/1/2011
1/14/2011	Good for Enterprise from AT&T	1/14/2011
12/30/2010	Quadrant from AT&T	12/30/2010
11/18/2010	AT&T Global Smart Messaging Suite	11/18/2010
11/16/2010	AT&T Encrypted Mobile Voice	11/16/2010
9/22/2010	AT&T Satellite Augmented Mobile Service	9/22/2010
8/21/2010	NetMotion Wireless from AT&T	8/21/2010
6/24/2010	Pronto Forms	6/24/2010
6/24/2010	AT&T Mobile Enterprise Applications	6/24/2010
6/15/2010	Rave Guardian from AT&T	6/15/2010
5/26/2010	TotalMobile from AT&T	5/26/2010
5/18/2010	Xora GPS Time Track from AT&T	5/18/2010
5/18/2010	Xora GPS Locator from AT&T	5/18/2010

**PARTICIPATING ADDENDUM
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
RFP NUMBER: #1907**

PARTICIPANT: STATE OF NEVADA

This Participating Addendum (the "PA") between the State of Nevada ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") is executed in connection with the Contract (see §1.1 herein). This PA is effective as of the last date signed by Participant, Contractor, and the Nevada State Board of Examiners (the "PA Effective Date"). Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties".

Section 1. Recitals.

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain Western States Contracting Alliance contract, #1907, dated March 15, 2012, a true and correct copy of which is attached hereto as Exhibit A (the "Contract").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of this PA.

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of this PA (the Contract and the PA, together with all orders submitted to Contractor by Participant or any other authorized Participating Entity under this PA, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates State of Nevada agencies, the State of Nevada University and Community College System, the State of Nevada Court System, the State of Nevada Legislative Counsel Bureau, and State of Nevada Local Governments (as defined in NRS §332.015) (collectively, "Participating Entities"), subject to all terms and conditions thereof pursuant to NRS §332.195. The Parties acknowledge and agree that Participant is only liable for financial obligations resulting from use of this Contract by Participant and State of Nevada agencies. Participant is not liable for the obligations resulting from use of this Contract by any State of Nevada University and Community College System, the State of Nevada Court System, the State of Nevada Legislative Counsel Bureau, and/or the State of Nevada Local Governments.

Section 4. Orders. Participating Entities must issue orders hereunder. Any such orders placed under this PA must reference both Contract #1907 and the PA (which may be identified as the "State of Nevada PA"). Upon issuance of any such valid order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such order was properly authorized and intended for use with the PA. In such instances, the corresponding order will be similarly valid and binding.

Section 5. Primary Contacts.

State of Nevada:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Lead State:

Name: Teri Smith
Title: Purchasing Officer
Address: 515 E. Musser St., Suite 300
Carson City, NV 89701
Telephone: 775-684-0178
Fax Number: 775-684-0188
E-Mail: tsmith@admin.nv.gov

Contractor Account Team:

Name: Michael Pfaff
Title: Account Manager
Address: 2700 Watt Ave
Sacramento, CA 95821
Telephone: (916)972-6302
Fax Number:
E-Mail: michael.d.pfaff@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

Section 7. Miscellaneous.

7.1 American Recovery and Reinvestment Act of 2009 ("ARRA"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participant will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program by posting and making available participation information on the State of Nevada's Intranet site.

Section 8. Notice of Administration Fees. The State and any and all other Participating Entities under this PA are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WSCA.** Contractor is being charged a WSCA Administration Fee of 1/10th of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

Section 9. Order of Precedence. The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10. Additional Terms and Conditions. The Parties acknowledge and agree to the additional terms and conditions set forth in this §10.

10.1 Consideration. The Parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as outlined in the Master Agreement, with the total Contract or installments payable: as invoiced by Contractor and approved by the State, not to exceed \$3,000,000.00 (aggregate of Participant and State of Nevada agencies). Participant does not agree to reimburse Contractor for expenses unless otherwise specified in the Contract. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

10.2 Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. In the event sufficient funds have not been appropriated, or if Participant's funding from the Nevada State legislature and/or federal sources is not appropriated or is withdrawn, limited, or impaired, then Participant may terminate this Contract by sending corresponding notice to Contractor. Effective immediately upon receipt of such written notice, or upon any date specified therein (the "Non-Appropriation Termination Date"), Contractor (a) will discontinue Service; (b) will stop accepting orders for any and all Service, Equipment and related products and services under the Contract by Participant and any and all other Participating Entities hereunder that are affected by the non-appropriation; and (c) waives any and all claim(s) for damages arising on or after the Non-Appropriation Termination Date. All terms and conditions of the Contract including, without limitation, any limitation of liability provisions, apply to Services, Equipment and/or related products and services ordered and/or sold to Participating Entities prior to the Non-Appropriation Termination Date.

10.3 Board of Examiners Approval. This PA shall not become effective until and unless approved by the Nevada State Board of Examiners.

10.4 Nevada Quarterly Reporting. Contractor will provide Participant with quarterly sales reports showing the gross quarterly sales for all Participating Entities hereunder, per the following schedule:

Q1 (JAN-MAR):	Report due by May 15 th
Q2 (APR-JUN):	Report due by August 15 th
Q3 (JUL-SEP):	Report due by November 15 th
Q4 (OCT-DEC):	Report due by February 15 th of following calendar year

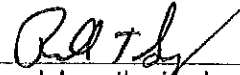
Sales for Participant and State of Nevada agencies will be reported separately from sales for other Participating Entities.

Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether

oral or written, with respect to the subject matter hereof. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement shall not be added to or incorporated herein by any subsequent order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the Parties have executed this PA as of the PA Effective Date.

AT&T MOBILITY NATIONAL ACCOUNTS LLC


By: 
_____, duly authorized

Name: Roland T Saenz

Title: Director of Contracts

Date: 6/29/2012

STATE OF NEVADA

By: 
_____, duly authorized

Name: Greg Smith

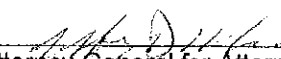
Title: Administrator, Purchasing Division

Date: 7-2-12



Signature - Board of Examiners

Approved as to form by:


Deputy Attorney General for Attorney General

APPROVED BY BOARD OF EXAMINERS

On 8/14/12
(Date)

On 11 July 12
(Date)

Government Nation Pooled Rate Plans for Cellular Service

Account(s) must be set up as pooled plans for each department. Account(s) must have the option of adding additional lines and/or services to be pooled plan(s).

AT&T Response: AT&T understands and will comply.

Any additional phones or devices will need consecutive numbers within reason, starting with area code 636 or 314.

AT&T Response: AT&T will port your existing numbers so that Jefferson County will not have to change business cards or documentation. All cell phone numbers will remain the same.

If by change Jefferson County would like to have new cellular numbers – AT&T will do everything possible to provide consecutive numbers but cannot guarantee consecutive numbers.

CUSTOMER, MISSOURI PROPOSAL FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide cellular phone service and equipment in accordance with the specifications contained herein.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate whether: () Individual; () Partnership; () Corporation

Incorporated in the state of:

COMPANY: _____

DUNS NUMBER: _____

MAILING ADDRESS: _____
(Address) (Customer/State/Zip)

STREET ADDRESS (NO P.O. BOX): _____
(Address) (Customer/State/Zip)

TAX ID NO.: _____ PHONE NO.: _____

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

Government Nation Pooled Rate Plans for Cellular Service

Account(s) must be set up as pooled plans for each department. Account(s) must have the option of adding additional lines and/or services to be pooled plan(s).

Any additional phones or devices will need consecutive numbers within reason, starting with area code 636 or 314.

CUSTOMER, MISSOURI PROPOSAL FORM

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide cellular phone service and equipment in accordance with the specifications contained herein.

AT&T's Response is conditioned on the County's willingness to agree to the terms and conditions of AT&T's contract with the Western States Contracting Alliance Master Agreement #1907 together with the Participating Addendum (collectively, the "WSCA Contract"). Should AT&T be selected as your supplier of choice under this RFP, AT&T will work cooperatively with the County to negotiate any mutually agreed contractual provisions required for compliance with the RFP and AT&T's Response to it.

Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate whether: () Individual; () Partnership; () Corporation; (X) Limited Liability Company

Incorporated in the state of:

COMPANY: AT&T Mobility National Accounts LLC

DUNS NUMBER: 604061460

MAILING ADDRESS: 7229 Parkway Drive, Hanover, MD 21076
(Address) (Customer/State/Zip)

STREET ADDRESS (NO P.O. BOX): 1025 Lenox Park Blvd., NE, Atlanta, GA 30319
(Address) (Customer/State/Zip)

TAX ID NO.: 84-1659970 PHONE NO.: (501) 633-5443

NAME: Matthew H. Phillips TITLE: Associate Director, Compliance


SIGNATURE:  DATE: 5/13/14

EMAIL ADDRESS: g17482@att.com

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

AT&T Mobility National Accounts LLC
Company Name

County of Jefferson, State of Missouri


Signature

Kenneth B. Waller County Executive

Matthew H. Phillips, Assoc. Dir., Compliance
Print

Company Address: _____

7229 Parkway Drive

(501) 633-5443

Phone: (501) 633-5443

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor



JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Request for Proposal: **CELLULAR TELEPHONES AND SERVICES**

Date Issued: **4-18-14**

PROPOSALS SHALL BE ACCEPTED UNTIL: **TUESDAY, MAY 20, 2014, AT 2:00 P.M. LOCAL TIME.**

Specification
Contact:

RANDY MULLER
Department of Information Technologies
636-797-5592

Contract
Contact:

VICKIE PRATT
Department of Administrative Services
636-797-5382

Mail (3) Three
Complete Copies
With Vendor And
Proposal
Information As
Shown In Sample:

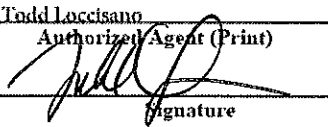
SAMPLE ENVELOPE

VENDOR NAME
VENDOR ADDRESS
CONTACT NUMBER
DEPARTMENT OF THE COUNTY CLERK
JEFFERSON COUNTY MISSOURI
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050-0100
SEALED PROPOSAL: (PROPOSAL NAME)

Contract Term:
6-1-14 to 5-31-16
upon approval by
the County Council
and County
Executive

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional two-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Vendor
Information:

Cellco Partnership d/b/a Verizon Wireless
Company Name
7600 Montpelier Road
Address
Laurel, MD 20723
City/State/Zip Code
(240)568-1411
Telephone #
vzwgovernmentscontracts@verizonwireless.com
E-mail
Todd Laccisano
Authorized Agent (Print)

Signature
Executive Director, Government Contracts
Title
05/15/14
Date
22-3372889
Tax ID #
(301)362-3913
Fax #

National Government Operations
7600 Montpelier Road
Laurel, MD 20723

A Proposal for:

Cellular Telephones and Services

Prepared for:

Jefferson County, Missouri

May 20, 2014

ORIGINAL



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CONFIDENTIALITY

The information in this document and in any attached documentation is the property of Verizon Wireless, contains confidential and proprietary information of Verizon Wireless and its affiliates, and is submitted to Jefferson County in confidence. This information may be used by Jefferson County and its representatives, which include third-party advisors, agents and consultants, solely for the purpose of evaluating Verizon Wireless' products and services proposed herein. Jefferson County agrees to treat this information and any attached documentation, including, without limitation, any pricing, terms and conditions, and any information relating to Verizon Wireless' technology, business affairs, or marketing or sales plans, as strictly confidential. Jefferson County agrees not to copy this information or attached documentation, in whole or in part, or disclose such information to others, except to persons who have a need to know for the evaluation purpose stated above. Jefferson County agrees to return this information and any attached documentation to Verizon Wireless upon written request. Jefferson County agrees that in the event of a breach or threatened breach of confidentiality, in addition to other remedies, Verizon Wireless shall be entitled to specific performance and injunctive or other equitable relief. Jefferson County's review, use, or disclosure of this information and attached documentation shall constitute acceptance of the terms above.

COVER LETTER

Verizon Wireless
7600 Montpelier Road
Laurel, MD 20723

May 20, 2014

Vickie Pratt
Contracts and Grants Manager
Jefferson County
729 Maple Street
Hillsboro, MO 63050

Subject: Response to Request for Proposal for Cellular Telecommunications Services

Dear Ms. Pratt:

Verizon Wireless appreciates the opportunity to submit a proposal to the Jefferson County (hereinafter referred to as the "County"). We can offer a cost-effective wireless communications program with attractive rates designed to meet your wireless telecommunications needs. By choosing to use Verizon Wireless' extensive resources, the County can enjoy several key benefits that include:

- Access to the world's first large-scale 4G LTE network - our 4G LTE Mobile Broadband network will be the fastest and most advanced 4G network in America;*
- Superior and consistent call quality across our CDMA network;
- Broadband Access (Evolution Data Optimized (EV-DO)) Rev. A Technology: Internet Connection with speeds of 500-800 kilobits per second (kbps);
- Push to Talk, a two-way radio type of service that creates a connection between Push to Talk individuals or user groups, with the push of a button;
- Quality performance of system and service together with quality equipment;
- Discounted or included roaming within Verizon Wireless' licensed territories;
- Domestic Long Distance service -- a component of Verizon Wireless' pricing plans;
- Dedicated Government supportive customer service available via a toll free number from 7am to 11pm EST, M-F;
- Primary Point of Contact and Professional Sales Support;
- Information via the Internet at our web site address www.verizonwireless.com/government.

*Verizon Wireless' network claim is based upon industry reports of carrier operated covered population.

Verizon Wireless will provide the County with quality wireless services through its participation in Cooperative Purchasing under the General Services Administration's (GSA) Federal Supply Schedule (FSS) Contract, GSA Contract #GS-35F-0119P. Under the provision of the FSS Contract, Verizon Wireless can provide high quality cellular services at the best value to all governmental customers. The FSS Contract offers nationwide wireless voice and data telecommunications services providing for:

- Rapid and easy procurements

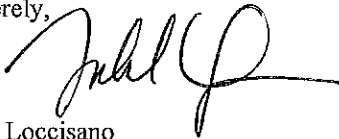
- A broad range of wireless products and service offerings

This offer is contingent upon the County's eligibility to participate in Cooperative Purchasing under, and any ensuing contract is subject to the GSA-FSS Contract# GS-35F-0119P. Please refer to the GSA Contract at <http://www.fss.gsa.gov> for details regarding terms & conditions, eligibility, purchasing and governmental liability requirements.

Other than the incorporation of the terms, provisions and conditions of the GSA Contract #GS-35F-0119P, this proposal does not incorporate or include any other prior written or oral communications, materials, documents, representations or presentations of any kind. No part of this proposal may be modified unless done so in writing and signed by an authorized representative of Verizon Wireless. This proposal is valid for ninety (90) days, unless otherwise agreed upon between the County and Verizon Wireless.

I look forward to working with you to provide the County with wireless communications services. Should you have any questions or need further clarification on any aspect of this proposal, please contact Verizon Wireless' Government Account Manager, John Clawson, at (314) 791-5909, or by e-mail at john.clawson@verizonwireless.com.

Sincerely,



Todd Loccisano
Executive Director, Government Contracts

Enclosures

PROPOSAL REQUIREMENTS

A. Proposal Submission

Verizon Wireless acknowledges the requirements. The signed Affidavit of Work Authorization is included with the RFP response. Please see Section V –Exhibits. Verizon Wireless is providing services under this project as a complete system and does not anticipate using subcontractors on this project. Based on the type of services requested by the County, Verizon Wireless does not foresee using subcontractors for supplying wireless equipment and services.

Verizon Wireless has included its signed Memorandum of Understanding (MOU) regarding E-Verify affirming its participation. It is the policy of Verizon to comply fully with all laws providing equal employment opportunity to all persons without regard to race, color, gender, age, religion, national origin, ancestry, citizenship, alienage, veteran status, military status, marital status, medical condition, pregnancy, disability, sexual orientation, gender identity and expression or any other basis prohibited by federal, state, or local law. These opportunities include staffing decisions and all aspects of employment including, but not limited to: recruiting, transfers, benefits, compensation, promotions, training, and professional development. We are currently in good standing with government and regulatory officials and comply with Equal Employment Opportunity (EEO) requirements, Immigration Reform and Control Act standards, Americans with Disabilities Act (ADA) standards, and other applicable government regulations.

B. Basis of Proposal Ward

Verizon Wireless acknowledges the requirements. Verizon Wireless will provide pricing and services to the County pursuant to the terms and conditions of General Services Administration's (GSA) Federal Supply Schedule (FSS), GSA Contract # GS-35F-011P.

C. Proposal Preparation

Verizon Wireless acknowledges the requirements.

D. Modification or Withdrawal of Proposals

Verizon Wireless acknowledges the requirement.

E. Late Proposals

Verizon Wireless acknowledges the requirement.

F. Proposal Deposits/Bonds:

Verizon Wireless acknowledges the requirement. A Bid Bond is not required for this response.

G. Material Availability

Verizon Wireless is offering firm, fixed service pricing with no increase for the term of the resulting contract. Our offer includes substantial discounts from Verizon Wireless' GSA Federal Supply Schedule (FSS) pricing. However, equipment is being offered as Open Market and prices and availability are subject to change. Please see Pricing Section of this bid for complete pricing details, terms and conditions.

Bidders Initials: 

Jefferson County

H. Alternate Proposals

Verizon Wireless acknowledges the requirement.

I. Incorporation of Documents

In the event an award is issued to Verizon Wireless, Verizon Wireless reserves the right to negotiate the resulting contract to incorporate mutually agreed upon terms and conditions that will govern the relationship between the parties. Until such negotiations occur, Verizon Wireless reserves all contractual rights.

We anticipate that the parties will execute an agreement with mutually agreed upon terms and conditions that will govern the relationship between the parties. We can agree to incorporate specific portions of this proposal into a resulting agreement. To avoid potential conflicts of terms, we prefer not to incorporate documents in their entirety. In the event of a discrepancy between the executed agreement and this RFP response, the executed agreement shall prevail.


J. Addenda

Verizon Wireless acknowledges the requirement.

K. Insurance

The Vendor/Contractor shall purchase and maintain insurance with an insurance company licensed to do business in the State of Missouri or in the state where the vendor is incorporated or otherwise licensed to do business and which shall remain, at all times during the term of any contract with the County, in full force and effect. Preference will be given to a Vendor/Contractor who provides insurance with an insurance company licensed to do business in the State of Missouri, but in any event said Vendor/Contractor shall provide said insurance at its own expense. Such insurance shall be provided as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured ~~and provide for thirty (30) days written prior to any material changes or cancellation.~~ Any disputes regarding a breach, insurance amounts, liability, coverage, lapse or otherwise shall be litigated in the Circuit Court of Jefferson County, Missouri and the same shall be incorporated into any Contract agreed to by the parties.

THE COUNTY REQUIRES A CURRENT AND VALID CERTIFICATE OF INSURANCE ~~OR BINDER~~ SHOWING REQUIRED INSURANCE COVERAGE MUST BE PROVIDED WITH EACH BID. JEFFERSON COUNTY MUST BE ADDED AS AN ADDITIONAL INSURED **ON ALL GENERAL LIABILITY INSURANCE** AFTER AWARD OF THE BID. ANY LAPSE IN INSURANCE COVERAGE OR CANCELLATION THEREOF BY THE CONTRACTOR OR SUB-CONTRACTORS DURING THE TERMS OF THE CONTRACT SHALL IMMEDIATELY BE DEEMED A MATERIAL BREACH UNDER THE TERMS OF ANY CONTRACT.

Bidders Initials: 

A. (X) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in full force and effect during the terms of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

~~B. (X) Required () Not Required Professional Liability Insurance~~

~~The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.~~


C. (X) Required () Not Required **Worker's Compensation Insurance:**

per Missouri Revised Statutes Chapter 287

The Vendor/Contractor or his sub-contractor or contractors, shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

M. Proposal Tabulations

Verizon Wireless acknowledges the requirement.

Bidders Initials: 

PROPOSAL FORM AND CONTRACT

In the event an award is issued to Verizon Wireless, Verizon Wireless reserves the right to negotiate the resulting contract to incorporate mutually agreed upon terms and conditions that will govern the relationship between the parties. Until such negotiations occur, Verizon Wireless reserves all contractual rights.

A. Proposal Representations:

PROPOSAL REPRESENTATIONS:

The vendor, by executing the proposal form certifies that:

1. The proposal complies with Request for Proposal, Form and Proposal Specifications.
2. The vendor is not debarred or suspended from participation in Federal Assistance programs.

Verizon Wireless acknowledges the requirements. However, Verizon Wireless has provided exceptions and clarifications to address requirements that are not consistent with its commercial practices.

Verizon Wireless is not debarred or suspended from participation in Federal Assistance programs.

B. TAXES:


No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

Verizon Wireless has provided tax receipts for the past three (3) years. Please refer to Section V- Exhibits. Please note this information is marked "Proprietary and Confidential".

C. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the proposal shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or

Bidders Initials: 

3. No attempt has been made or will be made by the vendor to induce any other person or firm to submit or not to submit a proposal.

Verizon Wireless agrees and acknowledges the requirement.

D. PRICE:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

Verizon Wireless takes exception to this provision as we consistently maintain equitable service rate pricing through the discounts in our GSA Federal Supply Schedule. The County will be eligible to receive price plans, associated discounts and price reductions that are made available under Verizon Wireless' GSA FSS contract. Verizon Wireless GSA FSS customers receive the benefit of volume purchasing discounts equivalent to a customer who has ordered 10,000+ lines. Verizon Wireless does not agree to disclose or offer prices, warranties, conditions, benefits and terms more favorable than those quoted herein to the County in the event that such amenities are offered to other customers under any of Verizon Wireless' contracts.

Verizon Wireless is offering firm, fixed service pricing with no increase for the term of the resulting contract.

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

Equipment is being offered as Open Market and prices are subject to change. Rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Please see Pricing Section of this bid for complete pricing details, terms and conditions.


E. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Vendor shall include proof of compliance with the Act with the proposal.

Verizon Wireless is not an equipment manufacturer. However, Verizon Wireless may sell equipment that is manufactured by third parties. Such products may contain elements or components produced in foreign countries, shipped on non-U.S. flagged ships and/or travel upon non-U.S. air carriers. Please contact us if you need country of origin information for a specific product.

F. NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

Bidders Initials: 

Verizon Wireless acknowledges the requirement. However, if the County elects to procure services from another vendor, the expense will be the responsibility of the County.

G. DEFINITIONS:

1. The term "County" means the Jefferson County, Missouri and its designated representatives.
2. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.
4. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

Verizon Wireless acknowledges the definitions noted herein.

H. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

Clarification: The terms for acceptance and approval are governed under provisions of FAR 52.212-4.


52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012) (DEVIATION FEB 2007)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

I. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

Verizon Wireless is a provider of wireless telecommunications services; consequently, we contend that a written guarantee for workmanship or materials exceeds the scope of services being provided. However as part of the wireless handset equipment package, the County will receive the manufacturer's consumer warranty, one (1) year in length. Please refer to the Warranty section below for additional details.

Bidders Initials: 

Warranty

Verizon Wireless will reasonably assist the County with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the County will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

Verizon Wireless offers subscribers several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs.

New Equipment

Subscribers may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase.

Defective Equipment

If a handset is found to be defective more than 30 days after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period (typically one year), the subscriber may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. [Netbooks must be shipped directly to the manufacturer for repairs; for high-end tablets we will send the subscriber a Recovery Box and the subscriber will ship the device to our warehouse where it will be examined and if the defect is covered under the manufacturer's warranty a replacement device will be shipped to the subscriber.] The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

Note on all Certified Like New Replacements: Subscribers are eligible for a refurbished handset unit if device is defective as defined in the manufacturer's warranty. Certified Like New Replacements will be either the same make/model as the defective unit or a comparable model (subject to availability). Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program.

Equipment Protection Programs

Verizon Wireless also offers the following programs available for an additional monthly fee:

- **Total Equipment Coverage (Open Market Item)** - Total Equipment Coverage includes Asurion Wireless Phone Protection and our Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is an Asurion application included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit www.MyMobileRecovery.com to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit www.mymobilerecovery.com/phones_supported to see a list of available devices.

Bidders Initials: 

- Asurion Wireless Phone Protection (Open Market Item) - Within 30 days of activating a new device, you may purchase device insurance through Verizon but provided by Asurion. We will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment
- Extended Warranty (Open Market Item) - Under the Extended Warranty Program, managed by Verizon, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. After the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee, we will exchange defective equipment with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

Pricing


Pricing and deductibles are specific to the type of device enrolled in the program. There are two tiers – Advanced Devices and Phones. Note: Advanced Devices typically include Smartphones, certain 3G Multimedia devices, and Netbooks (Wireless Phone Protection only). Phones are all other devices, except Tablets and iPhones.

	EXTENDED WARRANTY	WIRELESS PHONE PROTECTION	TOTAL EQUIPMENT COVERAGE
Basic Phones	\$3.00	\$5.18	\$8.00
Advanced Devices	\$3.00	\$8.18	\$9.99
Apple® iPhone® 4/4S/5/5C/5S	\$3.00	\$8.18	\$9.99
Tablets*	\$3.00	\$8.18	\$9.99
Apple® iPad® 2/new iPad	\$3.00	\$8.18	\$9.99
Extended Warranty	No deductible		
Basic Phones	\$45 deductible for Basic Phones with a \$400 claim limitation		
Advanced Devices	\$99 deductible for advanced devices with a \$1500 claim limitation		
Apple iPhone 4/4S	\$169 deductible for 8 & 16 GB iPhone 4/4S/5/5C/5S with a \$1500 claim limitation \$199 deductible for 32 & 64 GB iPhone 4/4S/5/5C/5S with a \$1500 claim limitation		
Tablets*	\$149 deductible for tablets with a \$1500 claim limitation		
iPad 2/new iPad	\$149 deductible for tablets with a \$1500 claim limitation		

* Please note all Motorola tablets are not eligible for Extended Warranty or Total Equipment Coverage.

Standard Upgrade

Wireless equipment that has been in service for a minimum of 10 months is eligible for an equipment upgrade at the Government discounted pricing regardless of contract vehicle chosen. If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 10 months of service, full retail price may be charged.

Bidders Initials: 

J. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

Clarification: If the County has an exemption from taxes normally billed by Verizon Wireless on our invoices, you must provide evidence of your exemption in a legally acceptable form, such as the exemption certificate. Exemptions do not apply to expenses necessary to comply with law (surcharges). Surcharges and fees are assessed to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

K. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within ~~fifteen (15)~~ thirty (30) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

In the event of disputed wireless charges, the County must provide Verizon with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why you are disputing the charges and your supporting documentation. Your organization may withhold payment of a disputed charge, up to the amount of the dispute, only if you dispute such charge[s] on or before the applicable bill due date. We will use good faith efforts to resolve billing issues within sixty (60) days after we receive the notification of the dispute with supporting documentation. Particularly complex issues may take longer to resolve. If a billing issue is resolved in your favor, we will credit your organization within a commercially reasonable timeframe.

L. DELIVERIES:


Deliveries shall be made in strict accordance with any delivery schedule contained in the proposal specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

Clarification: Normal process time for fulfilling orders is typically 3-5 business days from the receipt of the Purchase Order, subject to availability. Rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Bulk orders of greater than 50 lines may vary in length. The assigned Government Account Manager will work with the County for the purchase of new cellular units and replacements required. While Verizon Wireless does not offer loaner phones it offers customers several equipment protection programs. Please refer to Warranty section herein for more information.

M. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

Verizon Wireless takes exception to this provision in its entirety. Section 290.560 RSMo is not applicable to Verizon Wireless' offering of its commercial wireless services. Verizon Wireless is providing wireless services only. The County will have a local Government Account Manager with whom they may address issues, manage their account, and discuss wireless communications objectives.

Bidders Initials: 

N. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

Verizon Wireless takes exception to this provision. Verizon Wireless does not typically use subcontractors for installation or implementations of wireless services. However, Verizon Wireless reserves the right to make such decisions.

O. CHOICE OF LAW:

This proposal and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

Verizon Wireless agrees and acknowledges the requirement.

P. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.


2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property, or that the bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective bidder provides proof that the bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

(l) Termination for the ordering activity's convenience. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

4. Default: County may terminate the whole Contract or any part in either of the following circumstances:

a. If supplier fails to deliver the items required by the contract within the time specified; or

Bidders Initials: 

b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

Verizon Wireless takes exception to the provision 4b. If Verizon Wireless, as the defaulting Party, fails to cure as provided above, the Customer shall remain responsible for (i) all charges incurred for Equipment and Wireless Service on each such terminated Corporate Subscriber Line up to and including the date of termination.

52.212-4

(m) Termination for cause. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the ordering activity in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence

Q. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is ~~posted~~, accepted by certified ~~or regular~~ mail, to the Supplier, at the address stated on the proposal form.

R. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Verizon Wireless is submitting a Proposal based upon its contract with the General Services Administration (Federal Supply Schedule Contract #GS-35F-0119P). To the extent that the Jefferson County's requirements differ from the terms of the FSS contract, Verizon Wireless reserves the right to take exceptions thereto.

S. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

Bidders Initials: 

Verizon Wireless agrees to comply to the extent that the laws apply to the scope of work consistent with commercial wireless services.

T. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Verizon Wireless agrees and acknowledges the requirement.

U. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

Verizon Wireless will make an effort to accommodate the County's invoicing requirements. The Purchase Order number is not a standard requirement included on an invoice; however, we will add the line item if it does not exceed the space limitation. Upon contract award, please be sure to advise your Government Account Manager of the non-standard requirement for implementation purposes.

V. APPROVAL:

It is agreed the acceptance of a proposal shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council and County Counselor.

Verizon Wireless acknowledges the requirement.

W. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: ☐ Individual: ☒ Partnership: ☐ Corporation.

Incorporated in the State of Delaware.

X. LITIGATION:

This agreement shall be interpreted under the laws of the State of Missouri. Any disagreements, questions, controversies, litigation or other causes of action whatsoever arising from or under the terms of this agreement shall be resolved in the trial courts of 23rd Judicial Circuit Court of the State of Missouri-Hillsboro, Missouri.

Verizon Wireless acknowledges the requirement.

Y. LANGUAGE: Bids and all related documents will only be accepted in the English Language.

Verizon Wireless agrees and acknowledges the requirement.

Bidders Initials: 

SPECIFICATIONS

REQUEST FOR PROPOSAL FOR CELLULAR TELEPHONES AND SERVICE

1. Scope of Work

The intent and purpose of this Request for Proposals is to obtain competitive proposals and award a contract for wireless phone and data services for County of Jefferson Missouri. The vendor shall provide full time, daily service, support, and maintenance to all Jefferson County departments.

Verizon Wireless acknowledges the purpose of this RFP and accordingly has prepared this proposal describing how it will meet the objectives. Please refer to Section IV- Account Management for detailed information regarding Government Customer Operations (GCO) and Technical Support. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week.

Jefferson County desires to have superior customer service from the successful vendor. Such service is defined as working with the Purchasing Manager to determine equipment needs, providing assistance in rectifying repair needs, providing coordination of equipment installation, and in certain cases, providing emergency use of phones.


Verizon Wireless has considerable experience providing service to all Federal Government Agencies. We have a dedicated Government Sales organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation has assisted in expediting and facilitating wireless solutions for the Government customer. Verizon Wireless will coordinate closely with the County to ensure the work effort of implementation and migration to the new services is a seamless process. Verizon Wireless' customer support and wireless coverage comprise the best-value offer for the County. Your Government Account Manager will serve as the primary point of contact and will be able to provide additional information regarding Wireless Priority Services (WPS) for emergency situations.

Verizon Wireless will reasonably assist the County with obtaining repair or replacement of equipment under warranty. As part of the wireless handset equipment package, the County will receive the manufacturer's consumer warranty, typically one (1) year in length. In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

Verizon Wireless offers subscribers several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs. Please refer to Section II – Cost Proposal, Warranty for additional information.

All existing cellular phones shall be converted over to the new provider when the awarded bidder has been approved by the County Council and County Executive, as well as future purchases of new service and equipment. Jefferson County would prefer to contract with one vendor for all needs, but reserves the right to award the services to multiple vendors. Jefferson County reserves the right to increase or decrease quantities and add additional departments and divisions throughout the term of the contract.


Verizon Wireless acknowledges the requirement.

Bidders Initials: 

1.1 Current Services

Current Jefferson County User Information

Verizon Wireless acknowledges the locations and current services in place. Verizon Wireless has proposed service plans and equipment to meet the requirements. Please see Pricing Section of this bid for proposed service plans with complete pricing details, terms and conditions. Prices quoted do not include surcharges and fees. In the event of any discrepancy between the pricing and descriptions included on these forms and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the Verizon Wireless Pricing Section of this proposal shall take precedence.

Bidders Initials: 

SECTION I - TECHNICAL PROPOSAL

Executive Summary

Cellco Partnership, a Delaware General Partnership, on behalf of itself and its controlled and/or managed affiliates doing business as Verizon Wireless (hereinafter referred to as "Verizon Wireless") understands the important nature of the Jefferson County (the "County") operations. Verizon Wireless has not only invested in a robust voice and data network but also in a dedicated government sales and operations organization. These efforts focus on the unique missions and requirements of the Federal Government sector and state and local government agencies. Verizon Wireless is also developing a team approach designed to ensure focus on operations related to the most critical of our customers such as the County. This approach allows us to leverage the vast Verizon Wireless network and technology in conjunction with an intense customer service focus.

Verizon Wireless has the proven ability to provide the County with the latest in wireless technology. We believe we offer the best value in the wireless industry through:

- Highly reliable, more secure, and consistent call quality across our extensive nationwide CDMA network.
- Innovative choices for wireless services, including voice, data, push to talk and text messaging, internet access, email, and e-commerce services, as well as custom solutions.
- Wireless Priority Service that provides top-level priority wireless communications access for key agency personnel to help ensure that mission-critical calls are delivered during times of emergency response and disaster recovery.
- The availability of products, software and services needed to sustain the County's voice, data and messaging communications during times of crisis.
- An account team dedicated to providing outstanding service and support to the County's employees.
- Access to cost-efficient online ordering, invoicing and reporting tools.

The Verizon Wireless network is based on CDMA technology. The key benefits of CDMA technology include:

- Exceptional call and connection quality - CDMA technology combines multiple signals to improve signal strength to reduce fading, cross-talk, and interference, producing crystal-clear voice calls and reliable data connections.
- Limited dropped calls - CDMA technology contains patented, "soft handoff" methods, as calls and connections move from one cell tower to another, limiting dropped calls.
- Enhanced privacy - Digitally encoded CDMA transmissions with 4.4 trillion different code combinations resist eavesdropping, cloning, and other types of fraud.

Currently, our high-speed 3G wireless network, which powers our Mobile Broadband Internet applications, is based on Evolution Data Optimized (EV-DO) Revision A technology. We have substantially completed deployment of our 4G LTE network, covering more than 99 percent of our current 3G network footprint. Our 4G LTE network is now available in more than 500 markets to 97 percent of the U.S. population and covers more than 303 million people, including those in areas served by our LTE in Rural America partners.

As the first wireless company in the world to broadly deploy game-changing 4G LTE technology, Verizon is committed to building our 4G LTE network with the same performance and reliability for which our networks have long been recognized. Our consistent focus on reliability is based on rigid engineering standards and a disciplined deployment approach year after year. Our 700 MHz spectrum gives us specific advantages with 4G LTE, including a contiguous, nationwide network license. While we are excited about our 4G LTE plans, our customers will continue to use our CDMA network for many years to come. We will continue to maintain and ensure our existing voice and data network is available to meet the needs of our customers as we build out our 4G LTE network.

Verizon Wireless is pleased to have the opportunity to participate in this important mobility initiative and we are confident that we can meet the County's basic requirements.

Proposals shall consist of technical and cost proposals, vendor qualifications/experience, and references.

2.1

Technical Proposals

Technical Proposals shall contain, at a minimum, an executive summary, and fully address the questions listed below.

Verizon Wireless' response includes a technical and cost proposal according to the instructions outlined in the proposal.

Specific elements to be addressed in the technical proposal include:

A. Basic Services: Clearly explain what services are offered as part of the basic services.

America's Choice for Government Voice Calling Plans 100

100 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

America's Choice for Government Voice Calling Plans 200

200 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

America's Choice for Government Voice Calling Plans 400 with Pooled Minutes

400 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

B. Additional Services: Clearly explain what additional services are offered with associated costs.


Verizon Wireless has proposed several plans to meet the requirements. Additional services which are not included in the basic services noted above are Push to Talk, Unlimited Text Messaging, and Friends and Family. Please refer to Section III- Scope of Services for additional features that may benefit the County.

Push to Talk /\$2.00 additional per user, per month

Verizon Wireless has the largest Push to Talk network in the U.S. Our Push to Talk service lets you use a Push to Talk-enabled mobile phone like a walkie-talkie for instant two-way communication. Push to Talk is ideal for anyone who needs to communicate quickly with other team members or employees. You can talk to one individual or an entire group with just the push of a button. You can also make regular phone calls on the same device.

Unlimited Text Messaging/\$10.00 additional per user, per month

Text Messaging is the Verizon Wireless two-way short messaging service designed for use throughout the Verizon Wireless coast-to-coast digital service area via a subscriber's wireless handset. Text Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

Bidders Initials: 

Friends and Family for Government

Friends & Family® is a calling feature that allows customers unlimited voice calling to and from the numbers they call the most – anytime, anywhere in the U.S.¹, choose numbers on any network – even landlines. Combined with our great network and Mobile to Mobile calling, Friends & Family for Government is a new, high-value feature that provides unlimited calling to those you do business with the most (vendors/colleagues) – add up to 10 telephone numbers to be shared by the lines on the account, depending on your eligible plan type. Friends & Family for Government is included on the America's Choice for Government Plans with 600 and 1000 Anytime Voice Minutes and the Voice and Data Bundle for Government 300, 600 and 1000 Plans.

Understand that preference shall be given to vendors proposing the following features at no charge and airtime free to the Customer:

Service Activation, Call Forwarding, Call Waiting, 3-Way Calling, Detail Billing, Caller ID, and Voice Mail Retrieval.

Below is a list of the standard features included, at no additional monthly access fee, in our Government Pricing Program. However, these additional features may incur usage charges, such as airtime charges. The availability of these features may vary. Please refer to the Pricing and Equipment offer for details.

- **Mobile to Mobile** – allows subscribers to make or receive a call from another Verizon Wireless subscriber anytime without using the plan allowance minutes. In some markets Mobile to Mobile calls are subject to toll and long distance charges. Taxes, surcharges, and a universal service fee may apply. In addition, some restrictions may apply.
- **Basic Voice Mail** – allows callers to leave a message when the cellular number they have called is in use or unavailable.
- **Message Waiting Indicator** – provides subscribers with the visual ability to see who called and allows them to see if they have any voice mail messages. This option works only on phones that are equipped with Message Waiting Indicator.
- **Caller ID** – allows subscribers to see the telephone number of an incoming caller (for all unblocked numbers). This service is available to subscribers with specific equipment.
- **Caller ID Blocking** – allows subscribers to prevent their phone number from being displayed on the called party's handset. This feature may not be available when roaming or when calling certain toll-free numbers or 911.
- **Call Waiting** – send an alert tone announcing an incoming call when a cellular subscriber is already on the phone.
- **Call Forwarding (not available in all areas)** – enables calls to be transferred to another phone number.
- **No Answer/Busy Transfer** – allows subscribers to have incoming calls answered by another phone whenever their wireless phone is busy or remains unanswered after three or four rings.
- **Three-Way Calling** – allows subscribers to speak with two parties at one while on one cellular call. Airtime and other charges will apply for both calls during the three-way call.
- **Call Restriction*** – subscriber can limit all calls, international and domestic, to incoming only, outgoing only or local call only. The call restriction features are available for an additional monthly charge per month. Some equipment models also offer call restriction features that can limit subscribers to a predetermined set of numbers. Instructions can be located in the cellular phone owner's manual.

Bidders Initials: 

¹ Only on calls from America's Choice Coverage Area to designated domestic U.S. landline or wireless numbers (excluding Directory Assistance or subscriber's own wireless or Voice Mail access numbers).

Jefferson County is also looking for this consideration for the following features as well: Ability to Restrict Phone Numbers

Verizon Wireless offers the following calling restrictions for blocking calls and messages. The following are a few that are most frequently requested by subscribers. Your Government Account Manager will work with you to discuss other available options, if needed.

Blocking all calls and messages from specific numbers

With the Call and Message Blocking feature the Account Owner can request up to (5) 10-digit phone numbers to block; incoming calls from these numbers will be blocked (out-going calls to these numbers are allowed); and incoming and outgoing messages to/from these numbers will be blocked.

Blocking of Picture and Video Messages

This option blocks the exchange of videos and pictures between a blocked line and others while permitting texting.

Blocking of inbound/outbound SMS messages

Inbound and outbound messaging can be blocked; including both at the same time at no charge, through the use of V Block.

Jefferson County also requires data and text messaging plans, as outlined in the summary of current services.

Verizon Wireless has proposed the following service plans to meet the requirements. Please see Pricing Section of this bid for proposed prices plans with complete pricing details, terms and conditions.

Domestic BlackBerry/Smartphone (No Voice Minutes) Data Plan

No Voice Minute Allowance Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, (device dependant) Unlimited Domestic Data Allowance for Email and Unlimited Domestic TXT/PIX/FLIX Messages

Mobile Broadband Access Calling Plan


Unlimited Domestic Data Allowance for Email and Internet/Intranet Browsing

C. Coverage: Clearly describe and provide illustration of the area for which coverage is provided without additional charge. Provide propagation charts of areas of coverage for Jefferson County to allow detailed evaluation of immediate area signal strength and coverage. Provide a general coverage map of Missouri and explain how service is obtained if an area is not covered by the offering service provider.

Coverage should include the counties of: Jefferson, Franklin, Washington, St. Genevieve, St. Francois, St. Charles, St. Louis, as well as the city of St. Louis. County Departments are on emergency call out, therefore phone service CANNOT be interrupted unless county is notified 72 hours in advance. All services must be provided 24 hours per day, 7 days a week including nights, weekends, and holidays.

Verizon Wireless does not provide propagation charts. We have provided propagation maps for our network coverage for the State of Missouri and the counties noted herein. Our wireless network covers approximately 99 percent of the population within our licensed U.S. territories. As of third quarter 2013, the total number covered was 313,128,997. For additional information, please see the attached domestic rate and coverage maps or visit <http://www.verizonwireless.com/coveragelocator>

We have substantially completed deployment of our 4G LTE network, covering more than 99 percent of our current 3G network footprint. Our 4G LTE network is now available in more than 500 markets to 97 percent of the U.S. population and covers more than 305 million people, including those in areas served by our LTE in Rural America partners.

Bidders Initials: 

Coverage Maps

Verizon Wireless has provided coverage maps for the County's review. Our rate and coverage area maps contain areas both with and without service, and are a general prediction, based on our internal data, of where rates and coverage apply. Accordingly, a rate and coverage area map does not completely depict actual service availability or wireless coverage.

Our online Coverage Locator tool depicts our coverage area on a national map and enables you to zoom into any local area by entering that area's ZIP Code or the city and state information. The maps rendered show approximations, based on our internal data, of where coverage for various services is available. Our online Coverage Locator tool can be accessed at <http://www.verizonwireless.com/coveragelocator>.

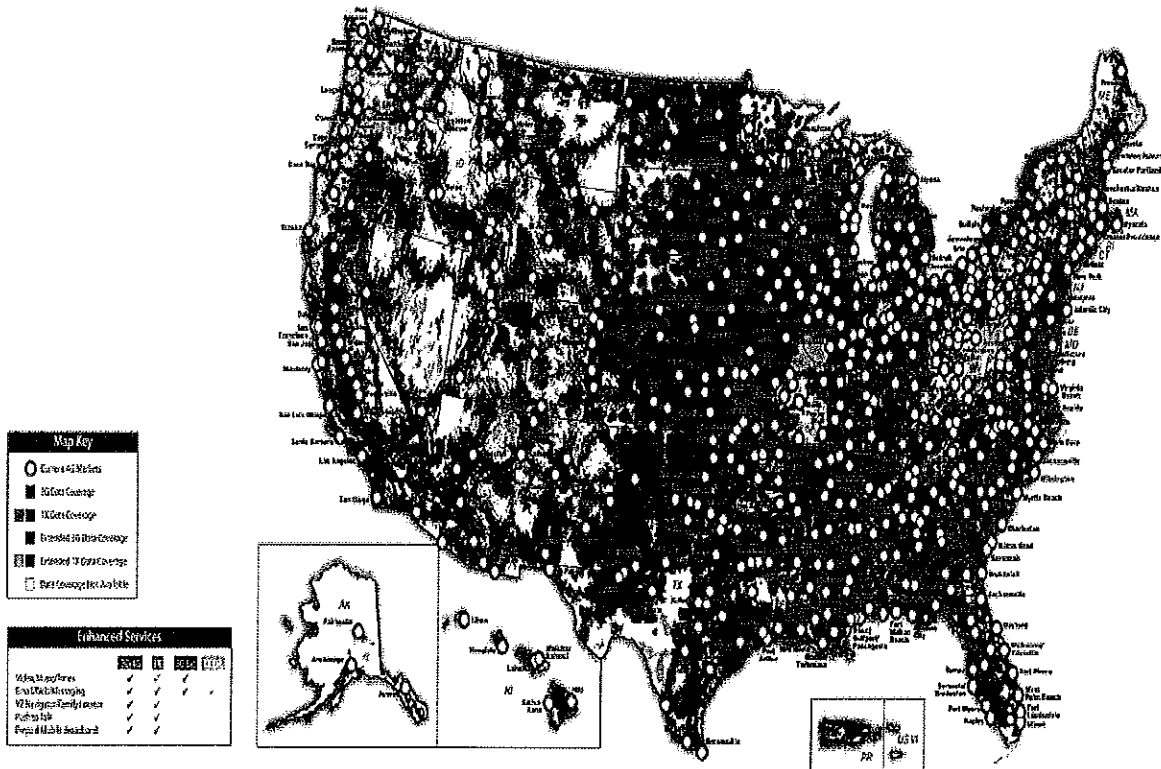
If the County needs to review more detailed information for its key locations in order to make its final vendor decision, your Government Account Manager, in conjunction with network staff, can review coverage details with the County, after execution of a Non-Disclosure Agreement. Maps depicting the location of Verizon Wireless cell towers, switching centers and other network elements are proprietary and confidential.

Bidders Initials: 

COVERAGE MAP

THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.

Available in over 500 cities nationwide.



4G Markets and 3G Data Coverage Map

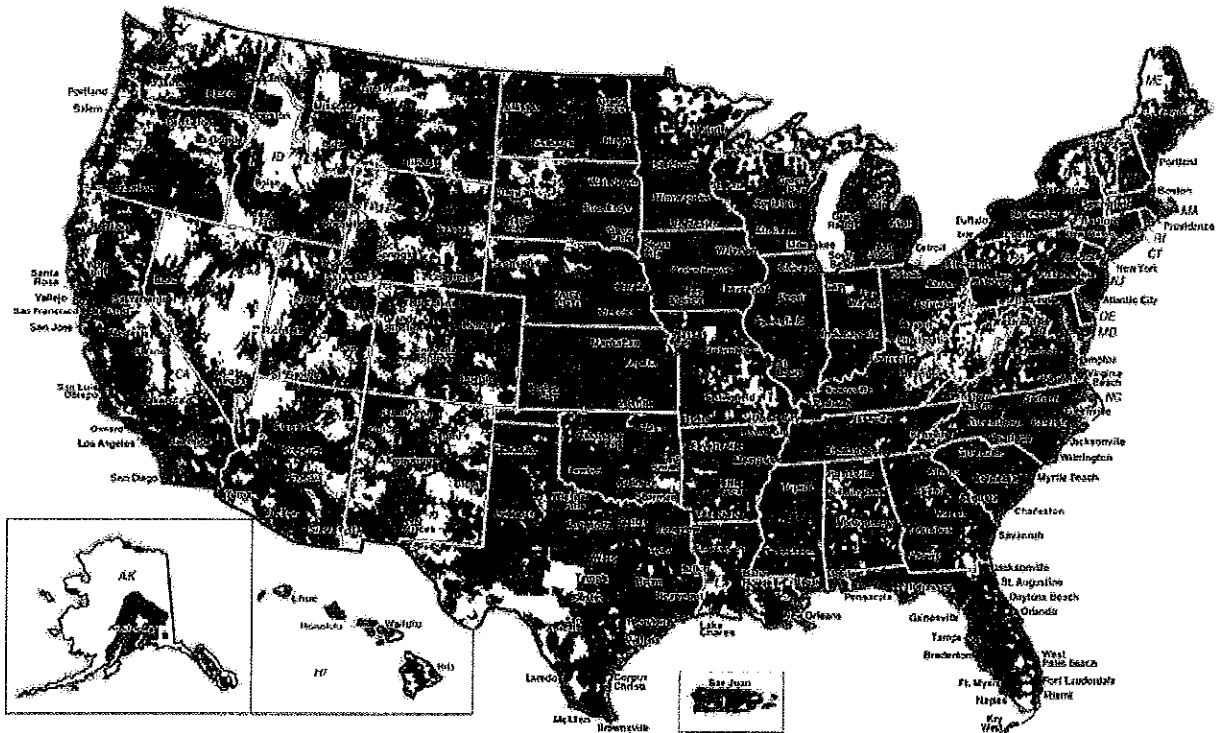
For an airport list and the most up-to-date list of 4G markets, visit verizonwireless.com/4GLTE

Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See verizonwireless.com/coverage/locator for additional information.

Nationwide and National Mobile to Mobile Calling



Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



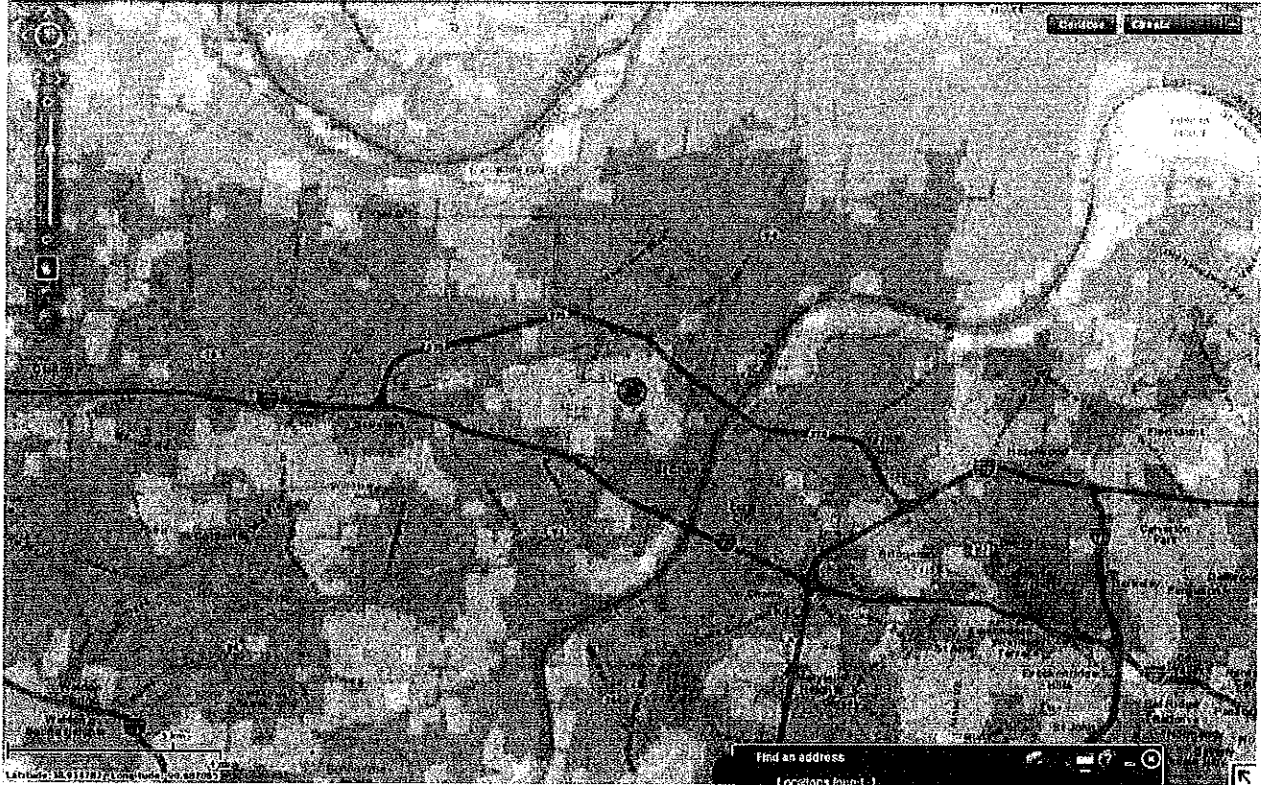
Important Map Information

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather that may impact availability and quality of service. A non-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See verizonwireless.com/coveragelocator for additional coverage information.

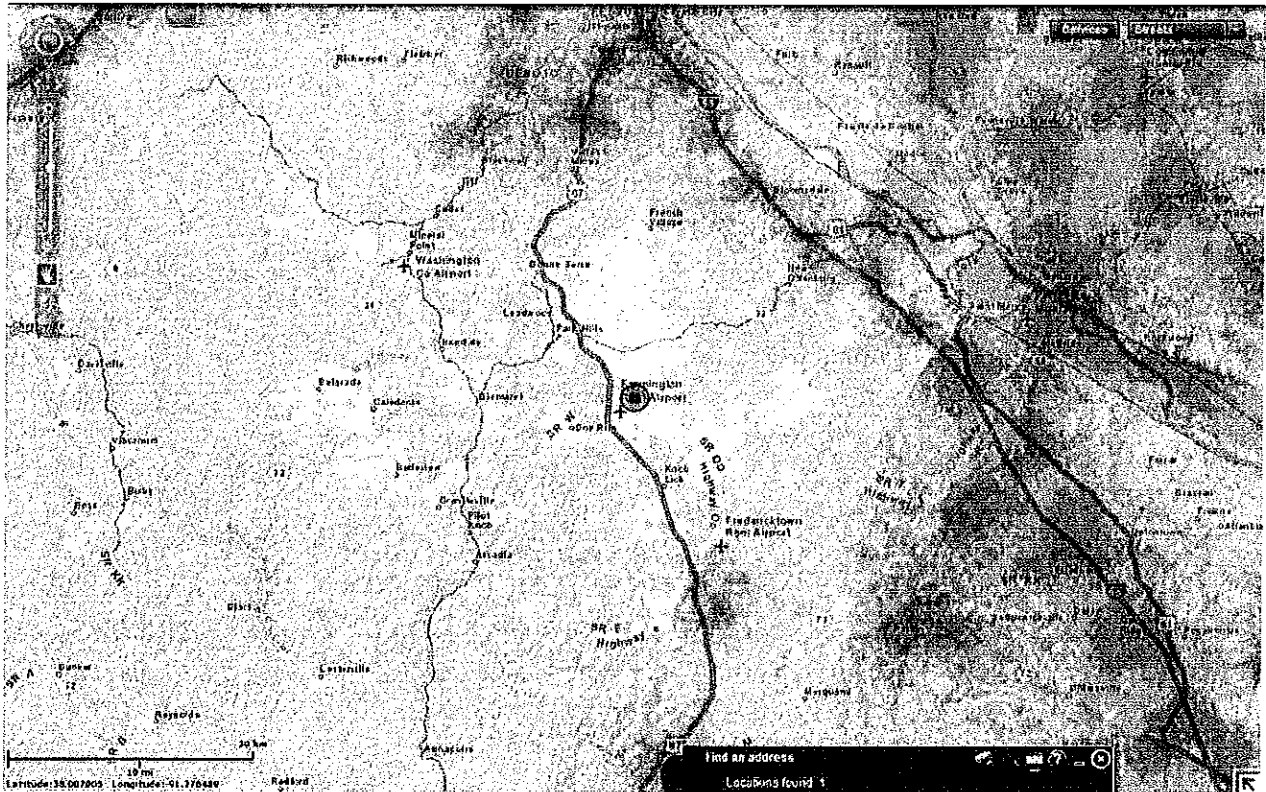
Map Key

-  Nationwide Rate and Coverage Area
-  No Coverage Area

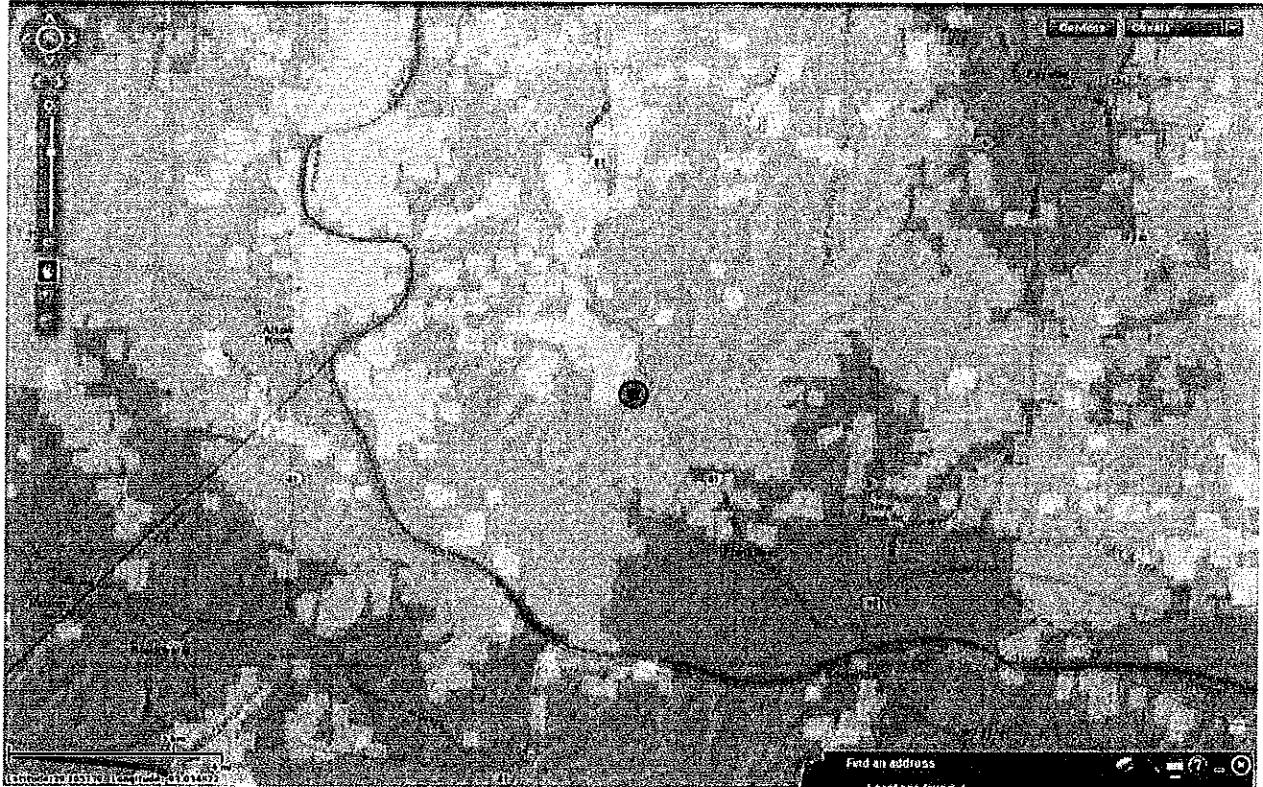
Saint Charles County, MO (3G Coverage)



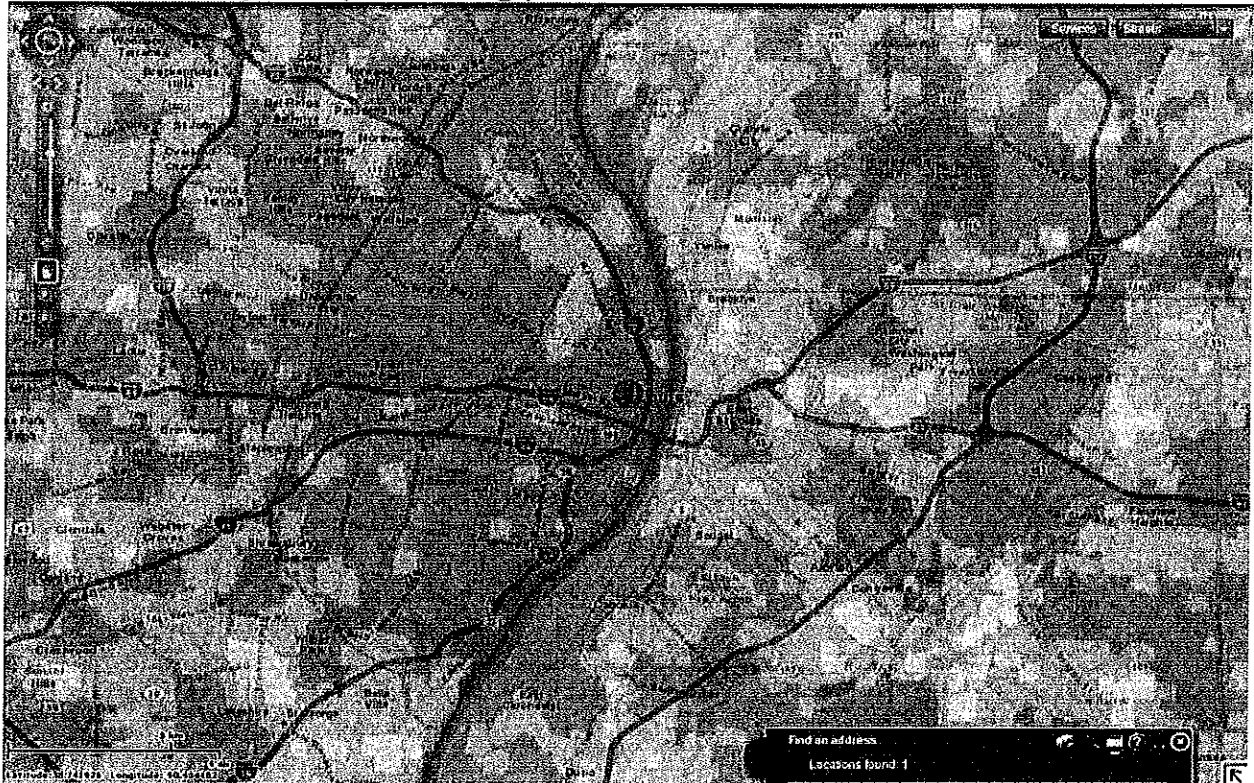
Saint Francois County, MO (3G Coverage)



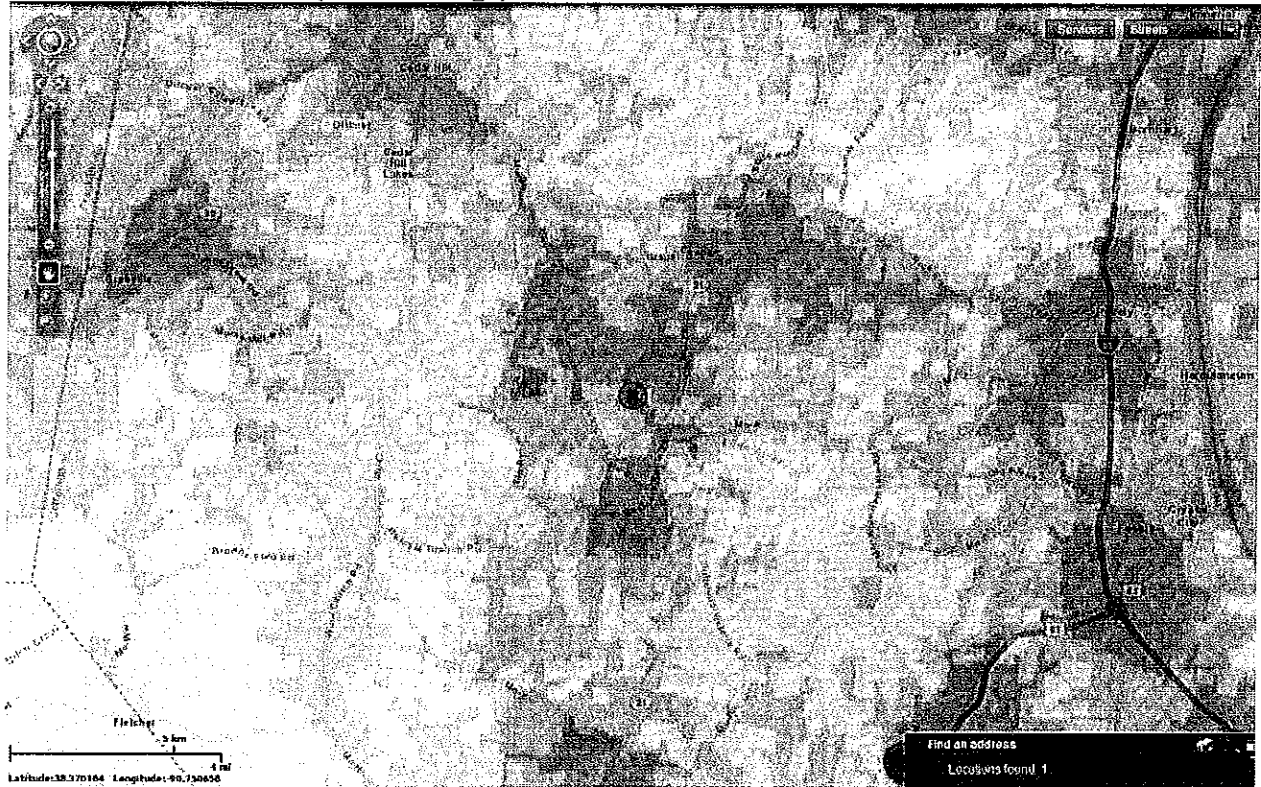
Franklin County, MO (3G Coverage)



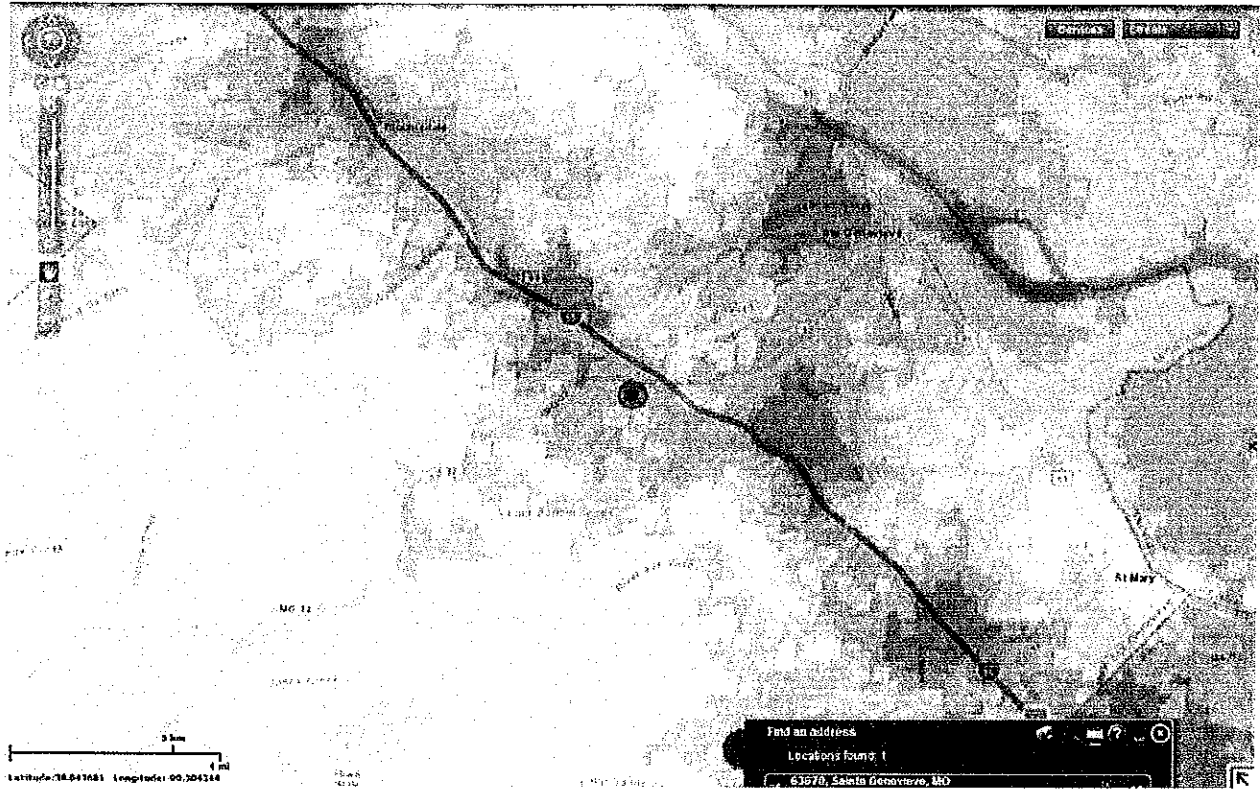
Saint Louis County, MO (3G Coverage)



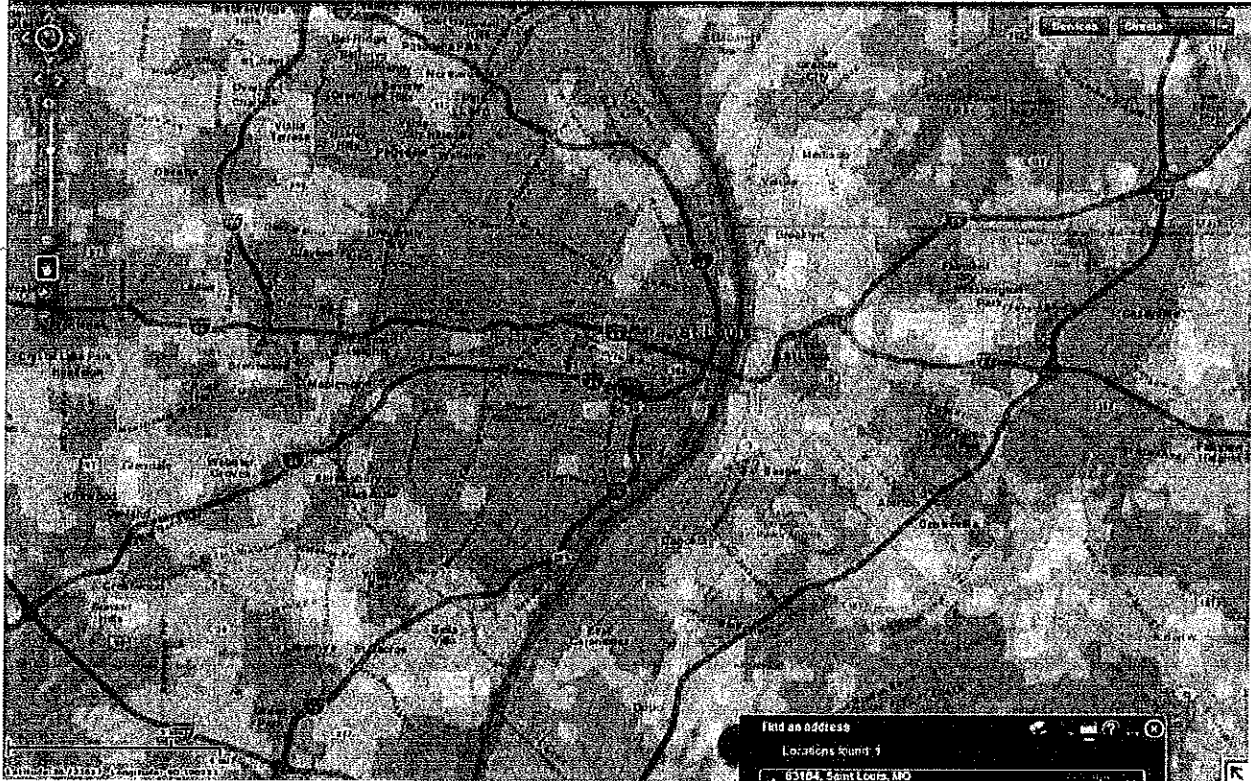
Jefferson County, MO (3G Coverage)



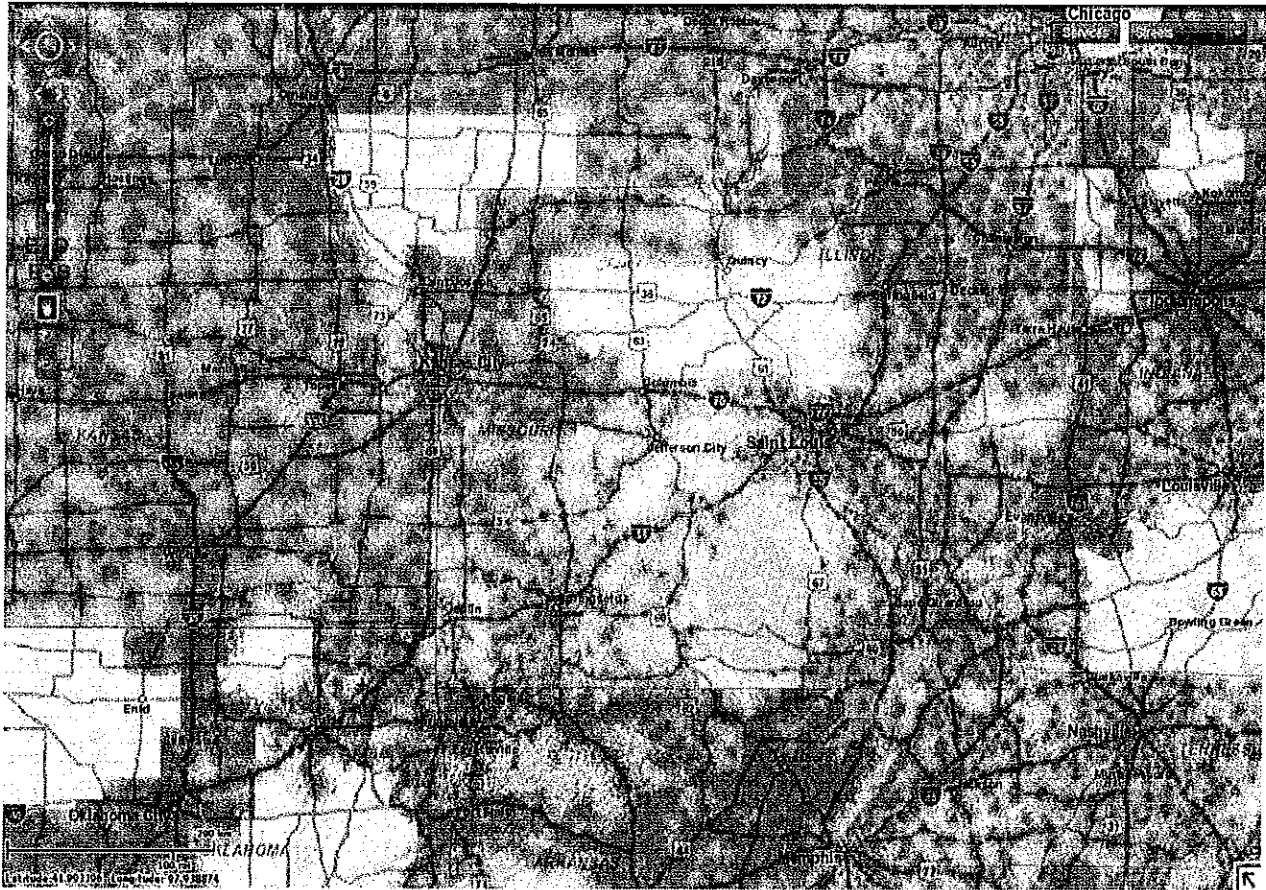
Saint Genevieve County, MO



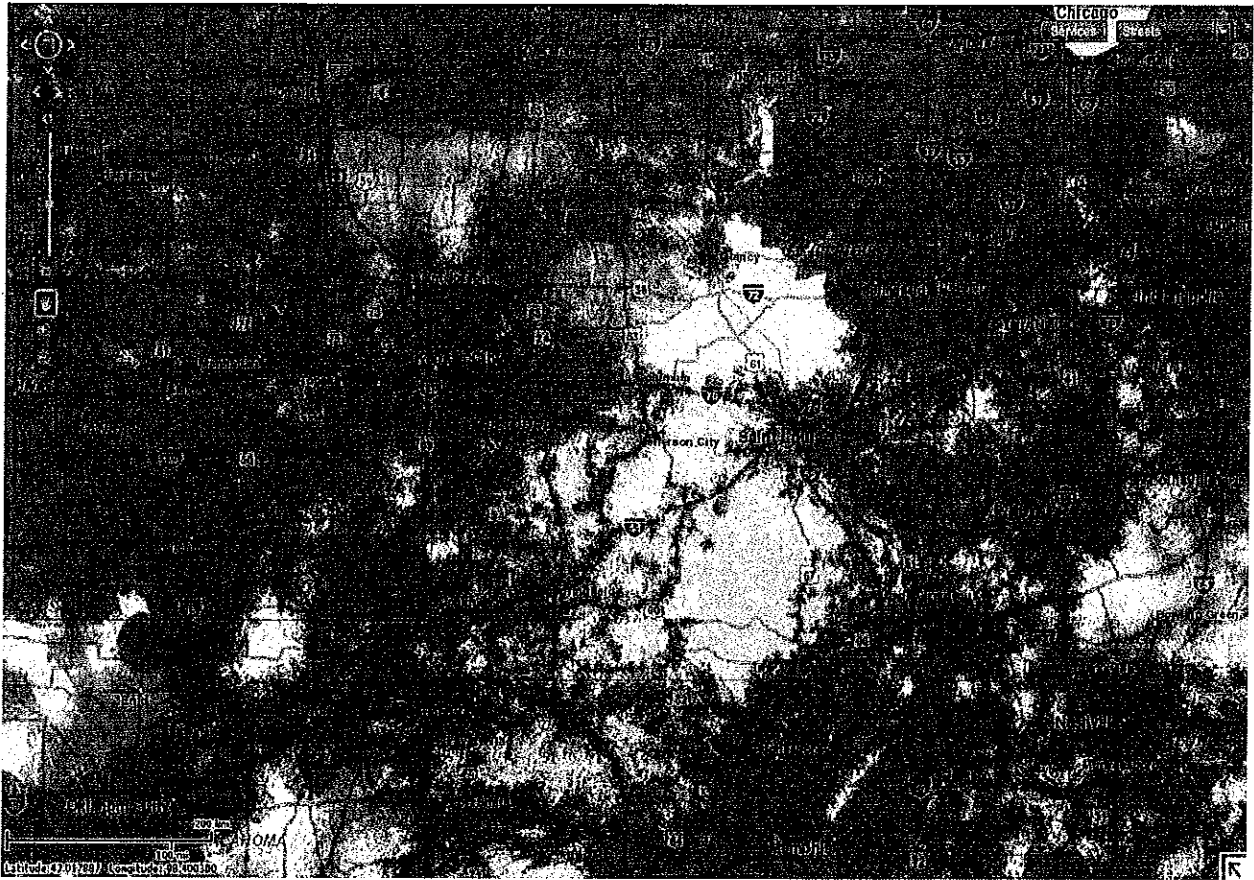
City of Saint Louis, MO (3G Coverage)



Local Coverage Map for the State of Missouri (3G Coverage)



Local Coverage Map for the State of Missouri (4G Coverage)



Bidders Initials: W

D. Catastrophic Emergency Services: Discuss carrier's plan to support Jefferson County the Customer during any natural disaster or other catastrophic event. Vendor shall also show satisfactory proof of the system's reliability in inclement weather conditions. Will Jefferson County be entitled to Wireless Priority Services, and are there any costs associated with this service? Does the vendor have infrastructure in place to keep towers "on" in the event of power outage during a catastrophic event? If not, please explain how vendor will ensure that Jefferson County will not lose wireless services if a catastrophic event were to occur.

Verizon Wireless has provided a few examples below of how we have supported our customer's during catastrophic events and our ability to minimize the impact during a natural disaster. Additionally, we have included information regarding Wireless Priority Services and the associated costs.

Verizon Wireless has the ability to route calls between multiple locations. Our customer service team operates multiple contact centers located across the United States. Our teams can redirect calls between these locations to provide the best service possible and to optimize the skills of our personnel. This operational strategy is a valuable asset during times of crisis, since it helps minimize the customer impact from a disaster that may affect one location. For example, if one contact center needs to close due to a threatening major storm in the area, that center can redirect its calls to an alternate center in an unaffected part of the country. Our national operations infrastructure is a benefit for our customers since it limits the likelihood that any one event will cause a significant impact to our customer service operations.

Additionally, with Quality of Service (QoS) we have the ability to assign different levels of priority to certain types of data traffic. We are developing QoS for our 4G-LTE network. Implementation of QoS will follow the deployment of Voice over LTE (VoLTE) in throughout 2014.

With threats of hurricanes, tornadoes, wildfires and other natural disasters always a possibility, customers rely on us to keep them connected and productive, even when the unexpected happens. Verizon's preparation for natural disasters is designed to maintain the continuous operation of our wireless network. Since many disasters cannot be prevented, we plan ahead to minimize the impact of an incident to our employees, customers, infrastructure and ongoing business operations.

Our reputation for having the nation's most reliable network is supported by: industry-leading redundancy. Standard Verizon wireless network-reliability features include battery backup power at all facilities as well as generators installed at all switching facilities and many cell site locations; maintenance measures; and our fleet of mobile equipment--we deploy mobile cell sites, or boost the call-handling capacity of existing sites, to enhance our network when there is a natural disaster or other unplanned event. We also provide wireless phones with service to aid emergency responders, relief workers and others. The following are examples of how we responded to natural disasters and kept customers connected when they needed it most.

Hurricanes:

In October and November 2012, we assisted recovery efforts in the Northeastern United States in the aftermath of Hurricane Sandy. Preparation paid off as 94% of our network in the Northeast remained in service through Hurricane Sandy. After the storm, our engineers worked 24/7 to bring the remaining sites back online to connect our customers and support relief efforts in the hardest-hit areas. In support of local residents we staged nine mobile device charging stations in the NY/NJ/PA area offering free device charging, domestic phone calls and Internet access. Those free services were also available at our retail locations. We also deployed eight wireless emergency communications centers in the area to support emergency management offices, first responders, and other public safety organizations.

Bidders Initials: 

We deployed Mobile Wireless Emergency Communications Center (WECC) trailers in the hardest hit areas in New Jersey and Staten Island; we supported public safety agencies with additional wireless communication devices; we deployed stores-on-wheels to serve customers; and we offered device charging and free domestic calling at our open retail locations.

Tornadoes:

In November 2013, after a powerful tornado tore through central Illinois, two of our Midwest Area disaster recovery trailers were dispatched to the affected areas and were ready for operation in Washington, IL, later that very same day. The trailers, equipped with satellite TV, cell phone charging stations, laptops and wireless Internet access, were stationed in the parking lot of a local church where the Red Cross had set up a shelter. A steady stream of people arrived at the trailer to charge up their devices and access the Internet.

Wireless Priority Service:

Verizon Wireless has worked closely with the Office of Emergency Communications (OEC) of the Department of Homeland Security to develop national Wireless Priority Service (WPS) on the Verizon Wireless Code Division Multiple Access (CDMA) voice network. WPS is a federal program that provides the benefit of priority network access for certain government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness. WPS service has been deployed across the entire Verizon Wireless network across the United States.

WPS is supported for voice calls and circuit switched data calls. Secure devices, such as Qsec and Sectera Edge use circuit switch data for their encrypted call communications. WPS does not support packet data services available on Verizon Wireless' data network.

Using Wireless Priority Service:

During times of emergency, WPS provides emergency service personnel - including Federal, state and local government officials, law enforcement agencies and designated private sector responders - priority in placing calls. While priority calls do not preempt calls in progress, WPS allows authorized users to gain priority access to the next available wireless channel, thereby increasing their probability of call completion during an emergency. Calls placed by individuals without priority access will still be given access to the network.

Once WPS is activated, registered users simply dial *272 before dialing the 10-digit telephone number. The call is automatically placed in high-priority status and is given priority for the next available wireless channel at the originating radio access network. Additionally, priority is provided on the Verizon Wireless switching, interoffice facilities and interconnections to Local Exchange Carriers (LECs) and InterExchange Carriers (IECs). A WPS call is provided with GETS (Government Emergency Telecommunications Service) priority when routed through these exchange carriers. Call priority will be maintained on the terminating portion of the call throughout the wireless and wireline networks, regardless on whether the call was originated via GETS (landline) or WPS.

WPS Eligibility Criteria

The following WPS qualifying criteria apply equally to all users and will be used as a basis for all WPS approvals/assignments. There are five WPS National Security/Emergency Preparedness (NS/EP) criteria. Categories:

Priority 1: Executive Leadership and Policy Makers

Priority 2: Disaster Response/Military Command and Control

Priority 3: Public Health, Safety and Law Enforcement Command

Priority 4: Public Services/Utilities and Public Welfare

Priority 5: Disaster Recovery

Bidders Initials: 

These criteria were selected to meet the needs of the emergency response community and provide access for the command and control functions critical to management of and response to national security and emergency situations, particularly during the first 24 to 72 hours following an event. WPS should only be requested for key leadership personnel and their direct supporting staff who are in NS/EP leadership positions. WPS is not intended for use by all emergency service personnel.

How to Sign Up for WPS:

To take advantage of WPS on the Verizon Wireless network, authorized national security and emergency preparedness users must first apply to the NCS to receive this service by visiting the NCS' website at https://saic.custhelp.com/ci/documents/detail/2/WPS_first_time_requestor. Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the user's account. Users may also contact their Verizon Wireless Account Manager or the WPS Activation and Support department at 877-262-2950 for further information.

Pricing Disclaimer:

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. WPS Access operates on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of Emergency Communications (OEC). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Government Account Manager for complete details on WPS Access.

Please address each of the following options separately:

OPTION A: Government Nation Pooled Standard (Non-smartphones)

Plan features must include no roaming and call waiting.

Approximately: 119 devices

Must include: Caller id, voice mail, unlimited texting

The service plans proposed for Basic Service (Option A) does not include unlimited text messaging. The service plans include 200 Domestic TXT/PIX/FLIX. Unlimited Domestic Text Messaging may be purchased for an additional cost of \$10.00 per month, per user.

Besides the pooled voice plan it must include a pooled data plan by account.

The Basic Services (non-smartphone) service plans do not include a data allowance. They are Voice Only service plans. The Smartphones (Option B) does include unlimited data per month, per user. Please see Pricing Section of this bid for proposed prices plans with complete pricing details, terms and conditions.

Describe your plan:

America's Choice for Government Voice Calling Plans 100

100 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

America's Choice for Government Voice Calling Plans 200

200 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

Bidders Initials: 

America's Choice for Government Voice Calling Plans 400 with Pooled Minutes

400 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages

Minutes Per Pooled Plan: 100, 200, and 400 minutes (Verizon Wireless has proposed three (3) options as described above).

Minutes Per Phone: 100, 200, and 400 minutes (Verizon Wireless has proposed three (3) options as described above).

Cost Per Pooled Plan: \$23.06/ \$26.24/ \$28.84 per line, per month as detailed above

Cost Per Line: \$23.06/ \$26.24, \$28.84 per line, per month as detailed above.

Cost Per Additional Line(s): \$23.06/ \$26.24, \$28.84 per line, per month as detailed above.

Phone Models and Cost:

Model: Samsung Convoy 3	\$0.00
Model: Casio G'zOne Ravine 2	\$0.00
Model: Samsung Gusto 2 SCH-u365	\$0.00

The devices proposed for this response will be provided at \$0.00 with service activation.

Prices quoted do not include surcharges and fees. In the event of any discrepancy between the pricing and descriptions included on these forms and pricing and descriptions included in the Verizon Wireless Pricing Section of this proposal, the information in the Verizon Wireless Pricing Section of this proposal shall take precedence. Please see Pricing Section of this bid for proposed prices plans with complete pricing details, terms and conditions.

OPTION B: Smartphones (CANNOT contain a Windows Operating System)

Approximately: 34 devices

Plan must include at the minimum:

Unlimited texting

A data and voice plan

Capable of working with Lotus Notes EMAIL

Plan: Domestic America's Choice for Government Voice and Data Plans 400 with Pooled Minutes

400 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX Messages

Cost Per Pooled Plan: \$48.07

Cost Per Line: \$48.07

Cost Per Data Package: \$Unlimited Domestic Data is included at no additional cost. Please see service plan description noted herein.

Specify what data package includes: (Examples: Unlimited Text Messaging, Internet and E-Mails)

Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX Messages

Cost Per Pooled Plan: \$34.99

Cost Per Line: \$34.99

(Domestic) BlackBerry/Smartphone (Shared Minutes) Data Plan

Unlimited Domestic Data Allowance for Email, Unlimited, Domestic Mobile to Mobile Minutes, 0 Domestic Anytime Voice Minutes Per Month (0 Minutes. Minutes can share from voice and/or voice & data bundle plans) and Unlimited Domestic Text/PIX/FLIX Messages

Bidders Initials: 

Phone Models and Cost:

Model: <u>Apple iPhone 4S</u>	<u>\$0.00</u>
Model: <u>LG G2 (4G LTE)</u>	<u>\$0.00</u>
Model: <u>Motorola DROID Ultra (4G LTE)</u>	<u>\$0.00</u>

Any additional costs \$ N/A

The devices proposed for this response will be provided at \$0.00 with service activation.

OPTION C: Hot Spots

Approximately: 4 devices

Plan: Mobile Broadband Access Calling Plan

Unlimited Domestic Data Allowance for Email and Internet/Intranet Browsing

Cost Per Line: \$39.99

Cost Per Data Package: \$39.99

Specify data packages: Please see service plan description noted above.

Hot Spot Models and Cost:

Model: <u>Verizon Wireless Jetpack 4G LTE Mobile Hotspot MiFi 5510L</u>	<u>\$0.00</u>
Model: <u>Verizon Wireless Jetpack 4G LTE Mobile Hotspot MHS291L</u>	<u>\$0.00</u>

The devices proposed for this response will be provided at \$0.00 with service activation.

OPTION D: Broadband

Approximately: 10 devices

Data Plan: Mobile Broadband Access Calling Plan

Unlimited Domestic Data Allowance for Email and Internet/Intranet Browsing

Cost Per Line: \$39.99

Cost Per Data Package: \$39.99

Specify data packages: Please see service plan description noted above.

OPTION E: Tablets

Approximately: 33 Devices

Plan must include at the minimum:

Data Plan: Mobile Broadband Access Calling Plan

Unlimited Domestic Data Allowance for Email and Internet/Intranet Browsing

Cost Per Data Plan: \$39.99

Cost Per Line: \$39.99

Specify what data package includes: Please see service plan description noted above.

Bidders Initials: W

NETWORK

A. Technology

Verizon operates the nation's largest 4G LTE network and largest, most reliable 3G wireless network.

LTE Technology

LTE is the technological foundation for our 4G wireless broadband network. LTE offers a number of significant technological and business advantages over other 4G technologies that make it a superior networking standard. Our customers want to be truly un-tethered with advanced communication devices that provide a similar experience as found in today's wired networks – you want to be able to communicate in new and innovative ways whenever and wherever you choose around the globe. For these reasons, we believe LTE is the best technology with the global scale needed to deliver such experiences.

Choosing the 700 MHz frequency as the basis of our 4G LTE wireless network results in a longer range from the base station, compared with systems operating at 2.5 GHz or 3.5 GHz. LTE offers your mobile employees better coverage as they travel by providing seamless handover and roaming for true mobility.

LTE has strong and widespread support from the mobile industry, including support from a majority of the industry's key players. Many vendors will enable operator transition to LTE in a progressive, scalable, and cost-effective way—protecting investments in existing technologies made by today's GSM and CDMA carriers.

LTE provides significant benefits that extend beyond traditional day-to-day wireless communications. Our LTE network is best suited to support the needs of new, rich, and exciting solutions – it offers significantly increased data rates, much lower latency and better coverage. LTE's more efficient use of bandwidth, as compared to existing 3G wireless technologies, makes high bit rate applications more viable for consumer use.

Our 4G LTE network offers a number of benefits, including:

- High peak speeds: The Average User Data Rate (downlink) is greater than or equal to 5 Mbps; and the Average User Data Rate (uplink) is greater than or equal to 2 Mbps.
- Low latency: Below 50 ms round trip over the airlink within the Verizon wireless network.
- Scalable bandwidths: Bandwidth allocation of 1.4, 3, 5, 10, 15, 20 MHz; scalable bandwidth provides the flexibility for deployment and capacities.
- Improved spectrum efficiency: Spectrum efficiency refers to how limited bandwidth is used by the access layer of a wireless network. Improved spectrum efficiency allows more information to be transmitted in a given bandwidth, while increasing the number of users and services the network can support.
- Improved cell-edge data rates: Not only does spectral efficiency of LTE improve near cell towers, it also improves at the coverage area or cell edge, which makes more bandwidth available at the cell edge. Data rates improve two to three times at the cell edge over the previous benchmark.
- Seamless performance: Reducing handover latency and packet loss are critical to delivering a quality service. This reduction is considerably more challenging with mobile broadband than with fixed-line broadband where the time variability and unpredictability of the channel become more acute, creating the issue. Additional complications arise from the need to hand over sessions from one cell to another as users cross coverage and frequency boundaries. These handover sessions require seamless coordination of radio resources across multiple cells. In the past, 3G networks split both voice and data signals. 4G LTE uses an Evolved Packet Core that is 100% IP based facilitating simultaneous voice and data communications.

CDMA Technology

Our CDMA technology offers the following advantages over other technologies:

- CDMA technology is one of the most spectrally-efficient digital standards available. Increased spectrum capacity means more calls are completed and fewer calls are dropped.
- Your calls are more likely to connect on our wireless network due to the increased capacity of CDMA. CDMA digital technology assigns each conversation a code, rather than a separate frequency or channel. CDMA can accommodate multiple conversations on a single channel, making it easier for calls to connect.
- CDMA employs coding technology that provides improved voice quality while virtually eliminating static and cross talk. It also provides a “soft hand-off” capability that makes hand-offs from one cell tower to another virtually unnoticeable.
- CDMA technology also provides privacy and security by converting speech into code and transmitting it in a random sequence.

Our CDMA technology has enabled us to provide the nation’s most reliable nationwide broadband network. Our 3G Mobile Broadband data service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps. Our 3G CDMA technology also provides authentication and data protection and is compatible with many virtual private networks.

B. Reliability

Verizon Wireless’ commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We are committed to providing our customers with access to the most reliable wireless network in the country. To this end, Verizon Wireless has invested more than \$50 billion in our network during the last eight years – more than \$5.5 billion on average every year. This investment has broadened the scope of our network coverage while increasing the reliability and capability of the wireless services we provide to our customers.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, and power. They are also cross-trained to handle a wide variety of system maintenance issues – all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than two percent of the calls placed on Verizon Wireless’ network are dropped or fail to initially connect – even during the busiest hours of the day – as well as by our continual subscriber growth.

Our reliable network is a combination of strong technology and capable employees. Network operations teams across the country conduct exercises each year to confirm that team members have access to contacts, systems, tools, and suppliers to resolve any potential disaster or disruption that occurs. These teams are empowered to identify and implement ways to make our network stronger, more efficient, and available for our customers when they need it, even during natural disasters. Thanks to these efforts and ongoing preparations and investments, our network has stayed strong – even through the natural disasters of past few years – while other communication networks often were adversely impacted or failed.

Verizon Wireless provides voice and data service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. Many critical network systems are located in geographically diverse locations. The most critical systems provide uninterrupted service to customers, even if one location is damaged. These systems are designed to automatically fail-over to an alternate location with minimal, if

any, impact to customers. These systems are tested at least annually as part of the Business Continuity/Disaster Recovery program, and in many cases are tested more frequently to maintain reliable service.

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Verizon Wireless' two Network Operations Centers (NOCs) serve as the hubs of the company's regional network operations. The NOCs are located in Bedminster, NJ and Southlake, TX, and operate 24 hours a day, 7 days a week, 365 days a year. The NOCs are capable of detecting network failures, diagnosing the failure, sending out repair personnel and tracking the problem to conclusion. If an outage does occur, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

The NOCs monitor cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports them. When an alarm is activated, the NOC receives detailed information from the network management system, including cell location, the switch location, the contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. Verizon Wireless network surveillance engineers perform remote diagnostic procedures and, in some cases, restore service.

Service protection and restoration strategies are an integral part of Verizon Wireless's network management. Switches and cell sites are continuously monitored for numerous factors, from call processing to room temperature. All switches and cell sites have battery backup, and in some cases, independent diesel power sources.

In areas known to have system limitations, Verizon Wireless may initiate corrective actions transparent to the subscriber. Some examples of these actions would include:

- Redirecting antenna on a designated cell site.
- Adjusting power levels on cell site components to increase performance.

It is important to note that the provision of wireless communication services is potentially impacted by many external factors beyond the reasonable control of Verizon Wireless. Reception may be effected due to topography, atmospheric and environmental conditions, and the location of the user.

While Verizon Wireless reserves full discretion over its network and partnership arrangements, we will work with our customers where difficulty accessing the Verizon Wireless network is specifically identified.

C. Redundancy and Backup

Verizon Wireless provides voice and data service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. These fully redundant switching systems are distributed throughout different geographic regions in order to reduce the possibility of losing more than one switch due to an unexpected occurrence. In the event of a disaster, Verizon Wireless will work tirelessly to restore service to our subscribers.

Verizon Wireless has taken significant precautions to minimize the possibility of interruption to our network locations, including redundancy designed into the equipment and circuitry, back-up batteries and generators, fire detection and suppression systems, and security systems for the buildings. We also maintain and utilize portable cells-on-wheels ("COWs") and cell-on-light-trucks ("COLTs"), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be deployed for emergency situations across the country. In addition, Verizon Wireless has implemented

Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provides priority service restoration if a circuit is disrupted.

D. System Operations

Verizon Wireless' two Network Operations Centers (NOCs) serve as the hubs of the company's regional network operations. The NOCs are located in Bedminster, NJ and Southlake, TX, and operate 24 hours a day, 7 days a week, 365 days a year. The NOCs are capable of detecting network failures, diagnosing the failure, sending out repair personnel and tracking the problem to conclusion. If an outage does occur, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

The NOCs monitor cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports them. When an alarm is activated, the NOC receives detailed information from the network management system, including cell location, the switch location, the contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. Verizon Wireless network surveillance engineers perform remote diagnostic procedures and, in some cases, restore service.

E. Business Continuity and Disaster Recovery

The Verizon Wireless Business Continuity and Disaster Recovery program is just one part of our overall philosophy to provide high quality services for our customers. Our nationwide wireless network is at the core of our business, and we have invested more than \$80 billion since the company was formed – averaging over \$6 billion every year – to increase coverage and capacity and to add new services.

We have a cross-functional Business Continuity and Disaster Recovery (BC/DR) team responsible for minimizing the impact of a disruption to our customers, employees, infrastructure, and business operations. We accomplish this objective by focusing on the following activities:

- Identify critical functions, infrastructure and risks;
- Implement strategies to minimize the risk of a disruption;
- Develop Business Continuity, Disaster Recovery and Crisis Management plans to recover operations in the event of a disruption;
- Maintain BC/DR plans, with updates completed at least annually;
- Test our plans to validate our response capabilities.

We continue to refine our response and recovery capabilities due to the increasing variety of services we provide and the ever-changing level of potential threats to these services.

We have implemented cross-functional Crisis Management Teams across our national footprint to enhance communication during crisis events. These teams provide a command-and-control structure that allows management to gather and report information about crisis events, for the teams to escalate decision-making as needed, and to facilitate resource allocation.

BC/DR activities are visible across all major aspects of our company. We have developed numerous plans to recover critical functions. Business functions have implemented strategies and procedures that not only support routine operations, but also help the function continue to operate in the event of a disaster. Robust operational strategies are at the core of our ability to provide reliable and resilient services.

This following information highlights the pro-active planning activities in three of our major customer-affecting departments: Network Operations, Information Technology and Customer Service.

Network Operations – Our wireless network is resilient by design

The Verizon Wireless network operations philosophy is driven by the desire to provide our customers with an extremely high level of service.

Recovery Plans and Tests

The IT Disaster Recovery team develops tests and maintains disaster recovery plans for mission critical applications in the data centers. Exercises are scheduled at least annually to confirm that the applications can be restored properly, that all interfaces are accessible, and timeframes are met. Surprise simulation drills are also conducted to enhance the preparedness of the recovery teams.

Customer Service – Answering the call for operational resilience

Providing industry leading customer service is an important way for us to understand our customer's expectations, assist with questions, and ensure satisfaction with the services we provide. We continue to invest in our ability to provide excellent customer service, whether the customer contacts us during routine operations or in the midst of a hurricane.

Our customer service operations are designed to be resilient. The contact centers are equipped to adapt to changes in customer call volumes, call types, or other circumstances so that they meet service quality targets. Customers are also provided with many different ways to interact with us. For example, customers can gather information about their accounts using our website and other self-service tools if these are most convenient for them.

Call routing between multiple locations

Our customer service team operates multiple contact centers located across the United States. Our teams can redirect calls between these locations to provide the best service possible and to optimize the skills of our personnel. This operational strategy is a valuable asset during times of crisis, since it helps minimize the customer impact from a disaster that may affect one location. For example, if one contact center needs to close due to a threatening major storm in the area, that center can redirect its calls to an alternate center in an unaffected part of the country. Our national operations infrastructure is a benefit for our customers since it limits the likelihood that any one event will cause a significant impact to our customer service operations.

F. Fraud

Verizon Wireless takes your information security concerns seriously. We follow generally accepted practices to secure our internal systems. We operate under a detailed, rigorous information security policy, and we maintain physical, electronic and procedural safeguards to protect the security of our internal systems.

Verizon Wireless secures your information on our network by:

- Employing strong user authentication technology to make certain that only authorized users and devices connect to the Verizon Wireless network and systems.
- Implementing internal and external security procedures to guard our networks and applications against unauthorized access.
- Installing firewalls and intrusion detection sensors configured to notify IT staff in the event of an attack on the network.
- Monitoring the Verizon Wireless networks around the clock at our Network Operation Centers.
- Maintaining an active security patch management process to deploy updated software releases when reliable sources identify potential security vulnerabilities.

SECTION II - COST PROPOSAL**2.2****Cost Proposals**

Cost Proposals shall include the following: Costs for basic services and pooled services (for Voice, Text and Data services). Costs for wireless data (air cards). Please provide costs for both 3G and 4G networks and include information about whether data plans are unlimited or metered/throttled, and provide these specific intervals.

Verizon Wireless has provided service plans and devices that function on 3G/4G networks. The service plan descriptions are listed for each option proposed. Please refer to Service Pricing on the following pages.

Plan options (i.e. # of minutes, pooling minutes, etc.) Time frames for peak vs. off-peak (night & weekend minutes). Are off-peak minutes included at no additional charge? What mobile-to-mobile minutes are included as part of the basic service plans? What is the charge for airtime usage when travelling out of the United States? What is the cost for data usage when travelling outside of the United States? Does the carrier provide an unlimited usage plan and what services are included in said plan? Actual prices of available phones, cases and chargers. Broad listing of air cards, basic phones and smartphones. Vendor shall list any additional pieces of peripheral equipment which come standard with the service. Vendor shall list all optional equipment available. List any additional services available and the monthly fee for each.

The service plans proposed are described in detail in the Technical and Cost Proposals. Most service plans off-peak minutes are included at no additional cost, with the exception of Flat Rate Plans (\$0.25 per minute) and Wireless Priority Service (\$0.75 per minute). The service plans proposed as part of the basic service plan includes unlimited mobile-to-mobile minutes.

Verizon Wireless has provided a Global Destinations Listing of rates for Voice and Data usage when travelling outside the United States. Please refer to Section V- Exhibits. Please note the destinations and charges are subject to change. Please refer to www.verizonwireless.com for additional information regarding global destinations.

Verizon Wireless does offer a Nationwide Unlimited Calling Plan (Domestic) for \$52.49. Verizon Wireless does not offer an unlimited global service plan.

The Nationwide Unlimited Calling Plan includes:

Unlimited Domestic Anytime Voice Minutes / Unlimited Domestic Night & Weekend Minutes / Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic Text/PIX/FLIX Messages

Verizon Wireless has included an Equipment Matrix of available devices. Additionally, Verizon Wireless has proposed several equipment options to meet the requirements. Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various wireless devices it offers. The wireless devices are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain devices. Accessories provided may vary by device. Other accessories, such as vehicle power chargers, headsets and leather cases may be available at an additional charge. Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories. Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. For details on additional accessories available, as well as current charges, please visit www.verizonwireless.com or contact your Government Account Manager.

Below are highlights of the proposed services featured in the Verizon Wireless Pricing Offer:

Voice and Data Plans

Bidders Initials: 

Voice Service:

Verizon Wireless offers several calling plans under the VZVoice umbrella.

America's Choice Calling Plans

The America's Choice Calling Plans include:

- Unlimited National Mobile to Mobile Minutes (mobile to mobile). Talk with any of our more than 92 million customers, anytime, without using your minutes within the America's Choice Rate and Coverage Area.
- No domestic roaming or long distance charges
- Send and receive calls within the United States (including Puerto Rico). Coverage not available in all areas. Airtime charges apply.
- Peak hours are from 6:00 a.m. - 9:00 p.m. Monday through Friday.
- Off – Peak (Unlimited Night & Weekend Minutes)
 - Night hours (Mon.-Fri.): 9:01 p.m.-5:59 a.m.
 - Weekend hours: 12:00 a.m. Sat.-11:59 p.m. Sun
- Push to Talk is available for an additional monthly access fee.

➤ Share Options

America's Choice for Government with Share Option

- Government subscribers can share their monthly anytime voice minutes allowance with other qualifying subscribers activated on the same billing account.
- Sharing is only available among subscribers activating wireless service within the same market or within groups of Verizon Wireless markets, as determined by Verizon Wireless.

Bidders Initials: 

SERVICE PRICING

A. Service

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Federal Supply Service GSA Contract #GS-35F-0119P. For additional information on the GSA Federal Supply Schedule, please visit www.gsaadvantage.gov. Prices do not reflect Federal Universal Service Fee and Regulatory Fees, charges or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for more information. Promotional price plans may be available at time of activation. Please contact your sales representative for additional information.

Service Plans

Calling Plan	Number of Lines	Number of Minutes	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
Option A: Basic Services					
America's Choice for Government Voice Calling Plans 100	14	100 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages	\$23.06	\$322.84	\$3,874.08
America's Choice for Government Voice Calling Plans 200	53	200 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages	\$26.24	\$1,390.72	\$16,688.64
America's Choice for Government Voice Calling Plans 400 with Pooled Minutes	52	400 Pooled Domestic Voice Minutes with Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes and 200 Domestic TXT/PIX/FLIX Messages	\$28.84	\$1,499.68	\$17,996.16
Option B: Smartphones					
Domestic America's Choice for Government Voice and Data Plans 400 with Pooled Minutes	3	400 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX Messages	\$48.07	\$144.21	\$1,730.52
Text Messaging	119	Unlimited Text Messaging	\$10.00	\$1,190.00	\$14,280.00

 Bidders Initials: 

Service Plans

Calling Plan	Number of Lines	Number of Minutes	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
Option C: Hot Spots					
Domestic BlackBerry/Smartphone (No Voice Minutes) Data Plan	31	Unlimited Domestic Data Allowance for Email Unlimited Domestic Mobile to Mobile Minutes 0 Domestic Anytime Voice Minutes Per Month (0 Minutes. Minutes can share from voice and/or voice & data bundle plans) and Unlimited Domestic Text/PIX/FLIX Messages	\$34.99	\$1,084.69	\$13,016.28
Option D and E: Broadband and Tablets					
Mobile Broadband Access Calling Plan	47	Unlimited Domestic Data Allowance for Email and Internet/Intranet Browsing	\$39.99	\$1,879.53	\$22,554.36
	200	Total			\$90,140.04
Wireless Priority Service	1	\$.75 WPS Access per Minute Charge	\$0.00	\$0.00	\$0.00

**Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.*

All quotes contained in this proposal are subject to the terms and conditions of the GSA-FSS Contract. Your account must be in good-standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved Federal contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

Bidders Initials: 

Equipment (Open Market)

Equipment	Quantity	Retail Price (ea.)	Discounted Price (ea.)*	Promotional Offer	Discounted Price (ea.) after additional promotional offer	Total Discounted Price
Option A: Non Smartphones						
Samsung Convoy 3	119	\$199.99	\$49.99	\$49.99 Instant Credit**	\$0.00	\$0.00
Casio G'zOne Ravine 2 C781 (Camera & Non-Camera)	119	\$299.99	\$129.99	\$129.99 Instant Credit**	\$0.00	\$0.00
Samsung Gusto 2 SCH-u365	119	\$149.99	\$149.99	\$19.99 Instant Credit	\$0.00	\$0.00
Option B: Smartphones (Without Windows Operating Systems)						
Apple iPhone 4S 8GB (Available while supplies last. Device quantities may be limited)	34	\$449.99	\$99	\$99 off with a Voice and Data Plan***	\$0.00	\$0.00
LG G2 4G LTE	34	\$499.99	\$99.99	\$99.99 off with a Voice and Data Plan***	\$0.00	\$0.00
Motorola DROID Ultra 4G LTE Black	34	\$499.99	\$99.99	\$99.99 off with a Voice and Data Plan***	\$0.00	\$0.00
Option C: Hot Spots						
VZW Jetpack 4G LTE Mobile Hotspot MiFi 5510L	4	\$199.99	\$19.99	\$19.99 Instant Credit****	\$0.00	\$0.00
VZW Jetpack 4G LTE Mobile Hotspot MHS291L	4	\$229.99	\$49.99	\$49.99 Instant Credit****	\$0.00	\$0.00
Option D: Broadband						
Verizon Wireless 4G LTE USB Modem - UML295	10	\$199.99	N/A	N/A	\$0.00	\$0.00
Option E: Tablets						
Apple iPad Air – 16GB 4G LTE	33	\$629.99	\$529.99	N/A	\$529.99	\$17,489.67
Samsung Galaxy Tab 2 (7.0)	33	\$249.99	\$249.99	N/A	\$149.99	\$4,949.67
Total						\$22,439.34

**All applicable discounts have already been applied. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders).*

**All applicable discounts have already been applied. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders).*

****The Samsung Convoy 3 or Casio G'zOne Ravine 2 handset will be \$0.00 for customers activating on a qualifying voice rate plan with a monthly access of \$14.99 or greater prior to discount. Promotional Offer expires June 30, 2014.**

*****Promotional Equipment pricing is only available for government liable customers that activate Unlimited Blackberry/Unlimited Wireless Sync Plans with a qualifying monthly voice plan of \$23.00 or greater. Plans must have a combined monthly access (Voice and Data) of \$46.15 or greater. Promotional Offer expires June 30, 2014.**

******Activation of service on an Unlimited Mobile Broadband Plan or Machine-to-Machine plan with Monthly access fee of \$27.99 or higher is required. Excludes Share Everything Plans. Promotional Offer expires June 30, 2014.**

Bidders Initials: 

1. Voice and Data Service Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice Service Pricing Plans

America's ChoiceSM for Government Voice Flat Rate Plan: GSA-FSS Subscribers Only	
The calling plans below reflect the monthly access charge discount. No additional discounts apply.	
America's ChoiceSM for Government Voice Flat Rate Plan	
Monthly Access Charge	\$11.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.	

America's Choice SM for Government Voice Calling Plans					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
AC for Government Voice Calling Plans:	100 Voice Minutes	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	100	200	400	600	1000
Monthly Access Charge (non-pooled minutes)	NA	NA	\$26.91	\$39.41	\$50.96
Monthly Access Charge (pooled minutes)	\$23.06	\$26.24	\$28.84	\$41.34	\$52.88
Friends & Family for Government	NA			Up to 10 numbers for entire account, not per user	
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Included Domestic Text/PIX/FLIX Messages	200 per month				
Domestic Long Distance	Included				
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month				
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

America's ChoiceSM for Business II Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Business Voice Calling Plans	450 Voice	900 Voice	1350 Voice	2000 Voice	4000 Voice
Domestic Anytime Minutes Per Month	450	900	1350	2000	4000
Domestic Monthly Access Charge (non-pooled minutes)	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49
Domestic Monthly Access Charge (pooled minutes)	\$33.74	\$48.74	\$63.74	\$78.74	\$116.24
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Domestic Long Distance Rate	Included				
Unlimited Push to Talk	\$2.00 additional per user, per month				

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.

Nationwide Unlimited Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

America's ChoiceSM for Government Voice Flat Rate Plan

Monthly Access Charge	\$52.49
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Included Domestic Text/PIX/FLIX Messages	200 per month
Domestic Long Distance	Included
Data Sent & Received**	\$1.99/ MB per data package

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.**

America's ChoiceSM for Government Voice Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

America's ChoiceSM for Government Additional Line Voice Plan

Monthly Access Charge	\$14.99
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

America's ChoiceSM for Government Additional Line Voice & Push to Talk Plan

Monthly Access Charge	\$17.99
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Unlimited Push to Talk	Included
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the Additional Line Voice or Additional Line Voice & Push to Talk plans if sharing minutes (the 50% requirement does not apply to lines using the \$17.99 plan as a PTT only plan with the voice block feature).

b. Voice and Data Bundles

(Domestic) America's Choice SM for Government Voice & Data Plans			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Domestic AC for Government Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$46.15	\$58.64	\$70.19
Monthly Access Charge (pooled minutes)	\$48.07	\$60.57	\$72.11
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

America's Choice SM for Government Choice Voice & Data Plans			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
AC for Government Choice Voice & Data Plans:	450 Minute Voice/Data Bundle	1350 Minute Voice/Data Bundle	4000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	450	1350	4000
Monthly Access Charge (non-pooled minutes)	\$59.99	\$82.49	\$127.49
Monthly Access Charge (pooled minutes)	\$63.74	\$86.24	\$131.24
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

(Global) America's ChoiceSM for Government Voice & Global Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Government Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge (non-pooled minutes)	\$63.03	\$74.03	\$85.57
Monthly Access Charge (pooled minutes)	\$63.45	\$75.95	\$87.49
Overage Rate	\$0.25 per minute		
Domestic & Global Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
National Access Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

c. Wireless Data Service Pricing Plans
Mobile BroadbandAccess Calling Plan

A discount has been applied and this plan is not eligible for any further discounts.

Mobile Broadband Access Only	
Discounted Monthly Access Fee	\$39.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance ¹	Included

NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

(Domestic) Mobile Broadband Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

	Data-Only Plan		
Monthly Access Charge	\$30.00		\$39.99
Domestic Data Allowance for Email	500MB		5GB Pooled
Overage Rate Per MB	\$0.05		\$0.05
Domestic Anytime Voice Minutes Per Month	0 Minutes		
Domestic Voice Overage Rate	\$0.25 per minute		
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)	\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance	Included		
NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.			

(Domestic) BlackBerry/Smartphone (No Voice Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

BlackBerry/Smartphone Data-Only Plan	
Monthly Access Charge	\$33.65
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes
Overage Rate	\$0.12 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.	

(Domestic) BlackBerry/Smartphone (Shared Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

BlackBerry/Smartphone Shared Minute Data Plan	
Monthly Access Charge	\$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the Blackberry/Smartphone Shared Minute plan.	

(Domestic) Smartphone Data Features

A discount has been applied and this plan is not eligible for any further discounts.

	Smartphone Solution				
Feature Access Fee	\$20.00	\$17.00	\$19.00	\$20.00	\$25.00
MB Allowance	Metered	50MB	500MB	5GB Pooled	Unlimited
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05	n/a
Wireless Sync or BlackBerry Solution	Included				
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)		\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)
NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.					

(Domestic) Smartphone Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

	Smartphone Data-Only Plans			
Monthly Access Charge	\$30.00	\$25.00	\$30.00	\$32.00
MB Allowance	Metered	50MB	500MB	5GB Pooled
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05
Domestic Anytime Voice Minutes Per Month	0 Minutes			
Domestic Voice Overage Rate	\$0.25 per minute			
Included Domestic Text/PIX/FLIX Messages	Unlimited			
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance	Included			
NOTE: Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.				

Mobile BroadbandAccess Connect/Hot Spot Feature Plans

Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Fee	Data Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	\$10.00	Unlimited	\$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data-only plan)	\$15.00		
NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.			

(Global) BlackBerry/Smartphone (No Voice Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Global BlackBerry/Smartphone Data-Only Plan

Monthly Access Charge	\$49.03
Global Data Allowance for Email	Unlimited
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Domestic Voice Rate	\$0.12 per minute
Domestic Text Messages	Unlimited
NationalAccess Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included
NOTE: Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.	

VZAccess Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess)

A discount has been applied and this plan is not eligible for any further discounts.

GlobalAccess*

Monthly Access Fee	\$97.49
Domestic MB Allowance	Unlimited (U.S. and Canada)
Global MB Allowance – Tier 1	100 MB in Tier 1 countries
Data Overage – Tier 1	\$0.005 per kilobyte (in Tier 1 countries)
NationalAccess Roaming (International) – Tier 2	\$0.020 per kilobyte (beyond Tier 1 countries)
Home Airtime Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

Global Mobile Broadband Connect/Hot Spot Feature Plans

The plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	Monthly Allowance	Rate After Allowance (Canada)	Rate After Allowance (Mexico & Rest of the World)
\$22.50	50 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$52.50	150 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$93.75	300 Megabyte	\$2.00 Per MB	\$5.00 Per MB

Note: Current NationalAccess, and Mobile Broadband coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply. Government Subscribers must supply their own authenticated Equipment (CPE) to be activated on these plans. **Sharing:** Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.

Global Data Package Feature

The feature below reflects the monthly access charge discount. No additional discounts apply.

Monthly Line Access	Data Allowance (non-share)	Data Overage
\$18.75 per device	100 MB	\$25.00 per 100 MB

Notes: Current coverage details can be found at www.verizonwireless.com. Access fee discounts applied at the account level only. Included Text Messages originating in the U.S. to Canada and Mexico, and originating from Canada to the U.S. Prevailing rates apply to all other messages. Text Messages originating from Mexico are \$0.50 per message sent (per recipient) and \$0.05 per message received. . Voice Sharing (Canada and Mexico only, if selected): At the end of each bill cycle any unused voice allowances will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need. Calling plan changes may not take effect until the next billing cycle following the request. Global Data Package. Not available in all countries. \$0.02 per KB for countries not included in the global allowance

**GLOBAL SERVICES DESTINATION LIST
FOR GLOBAL DATA 100MB FEATURE**

Aland Islands	Albania	Andorra	Anguilla
Antigua	Argentina	Armenia	Aruba
Australia	Austria	Azerbaijan	Bahamas
Barbados	Barbuda	Belarus	Belgium
Bermuda	Bolivia	Bonaire	Bosnia and Herzegovina
Brazil	Bulgaria	Canada	Cayman Islands
Chatham Island	Chile	China	Christmas Island
Colombia	Croatia	Curaçao	Cyprus
Czech Republic	Denmark	Dominica	Dominican Republic
Ecuador	Egypt	England	Estonia
Faroe Islands	Finland	France	French Guiana
Georgia	Germany	Gibraltar	Grand Bahamas
Greece	Greenland	Grenada	Guadeloupe
Guam	Guernsey	Guyana	Haiti
Hong Kong	Hungary	Iceland	India
Ireland	Ireland, Northern	Isle of Man	Israel
Italy	Jamaica	Japan	Jersey
Kazakhstan	Korea, South	Latvia	Liechtenstein
Lithuania	Luxembourg	Macao	Macedonia
Malta	Martinique	Mayotte Island	Mexico
Moldova	Monaco	Montenegro	Montserrat
Netherlands	Netherlands Antilles	New Providence (Nassau)	New Zealand
Northern Mariano Islands	Norway	Palestinian Authority	Paradise Island
Paraguay	Peru	Philippines	Poland
Portugal	Reunion	Romania	Russia
Saba	Saipan	Samoa	San Marino
Scotland	Serbia	Singapore	Slovakia
Slovenia	South Africa	Spain	St. Barthelemy
St. Eustatius	St. Kitts and Nevis	St. Lucia	St. Maarten
St. Martin	St. Vincent & Grenadines	Svalbard	Sweden
Switzerland	Taiwan	Thailand	Tortola
Trinidad & Tobago	Turkey	Turks and Caicos Islands	Ukraine
United Kingdom	Uruguay	Uzbekistan	Vatican City
Venezuela	Vietnam	Virgin Gorda	Virgin Islands, British
Wales			

d. MACHINE-TO-MACHINE/ TELEMETRY PLANS**Mobile Broadband Machine-to-Machine Share Plans – Low Usage**

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1	5	25	50	150
	Megabyte	Megabytes	Megabytes	Megabytes	Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				

Mobile Broadband Machine-to-Machine Plans – High Usage

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Shared Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB
Monthly Access Charge	\$20.00	\$25.00	\$37.50	\$60.00
Overage Rate Per Megabyte	\$0.015			
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)			

Note: Current National Access, and Mobile Broadband coverage details can be found at www.verizonwireless.com, Verizon Wireless Calling Plan and Features Details apply. Government Subscribers can supply their own authenticated Equipment (CPE) to be activated on these plans. A select number of 4G USB Modem, MiFi and Jetpack devices are available for use with these plans. Please note device pricing in the Equipment Matrix, section 6.0 below does not reflect the price of equipment that can be activated on these plans. All equipment is open market. **Sharing:** Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.

Machine to Machine (M2M) Tiered Plan

The Machine to Machine Tiered Data Plan is not eligible for additional discounts.

Monthly Access Fee per Line	Data Usage Tiers (MBs)	Price/MB
\$0.75*	<100 MB	\$ 5.50
	100-199 MB	\$ 4.00
	200-299 MB	\$ 3.50
	300-399 MB	\$ 3.00
	400-499 MB	\$ 2.75
	500-999 MB	\$ 2.50
	1,000+ MB	\$ 2.25

Note: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at www.verizonwireless.com. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Billing system limitations may require lines to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs (For example, data usage in the 100MB-199MB tier will be rated between 102,400KB and 204,800KB). Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. *Customer must maintain a minimum of 200 M2M Lines on this plan otherwise all usage on the plan will be charged at \$5.50 per MB.

Calling Features				
Calling Plan Features are not eligible for any additional discounts				
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 ConnectSM† (Airtime and other charges may apply.)			
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
TXT Messaging & Enhanced TXT Messaging ³	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$10.00 (Unlimited TXT/PIX/FLIX msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			
Enhanced TXT Downloads ³	\$0.99 per Monophonic TXT Download		\$1.99 per Polyphonic or Graphic TXT Download	
Get Pix - Picture Messaging ⁴	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)	
	\$0.25 per additional message			
Mobile Web by VZW with MSN ⁵	\$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. \$6.95 (100 Included Messages)/ \$8.95 (200 Included Messages)/ \$12.95 (600 Included Messages)			
GSM International Roaming ⁶ Global Phone	Zone 1 Countries		\$0.69/ minute	
	Zone 2 Countries		\$1.99/ minute	
Verizon Wireless International Long Distance Value Plan		\$3.99 plus applicable airtime and long distance charges		
Mobile Unified Communications		\$7.00 per month per user. Downloaded through VCAST Apps Storefront. Select Smartphone devices only.		
Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. ² Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³ TXT Messaging terms and conditions apply. ⁴ Get Pix terms and conditions apply. ⁵ Mobile Web terms and conditions apply. ⁶ Global Phone terms and conditions apply and require the Global Phone handset. Please contact your Verizon Wireless representative for the most current offer.				
Navigator	\$9.99 Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).			

	<p>VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform. VZ Navigator is only available on new <u>LBS Compatible Handsets</u></p> <p><u><http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&apld=4754&bhcp=1></u>.</p> <p>VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.</p>
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Wireless Priority Service (WPS)

Discounted Monthly Access Fee	\$0.00
Discounted Feature Initiation Charge	\$0.00
Per Minute of Use Charge	\$0.75

NOTE: Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

Verizon Wireless Field Force Manager

Optional Feature Access Charge – Basic*	\$23.99
Optional Feature Access Charge – Premium	\$39.99

NOTE: *Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. **Field Force Manager:** By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

Government Secure Service Calling Plans

"Asynchronous Data" for secure calling is a required feature. It provides circuit-switched voice and data coverage over the Verizon Wireless' CDMA Network. This feature is available on QSec@-800 and QSec@-2700 phones.

\$5.00 monthly access fee

QSec@-800 Available Area: Service is available in CDMA 800 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz Digital Service Area. Nationwide activation with local phone numbers.

QSec@-2700 Available Area: Service is available in CDMA 800 MHz and 1900 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz and 1900 MHz NationalAccess Service Area. Nationwide activation with local phone numbers.

Notes: Use of the service is subject to the terms and conditions of the Service Agreement. Verizon Wireless may make changes to the Service Agreement and or the Calling Plan, including, without limitation, changes to content, rates, business practices and policies at any time in accordance with the terms and conditions in the agreement. NSA approved and Verizon Wireless certified Type I secure wireless device required. Activation of government secure devices is available only to authorized users. SIP server provisioning may be required. Networks not available in all areas. Coverage, service and offers not available in all areas.

Government Secure Service Terms and Conditions: Activation of Government Secure Service for QSec@-800 and QSec@-2700 devices is available only with the activation of the "Asynchronous Data" feature. Networks not available in all areas. Rates based on use of phone as programmed with Verizon Wireless' current Preferred Roaming List (PRL). The International Dialing feature and procedures apply for calls to Puerto Rico and the U.S. Virgin Islands. Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to features. Monthly allowance minutes do not apply while roaming outside of the home airtime area. Automatic roaming may not be available in all areas and rates may vary for calls placed while roaming. Verizon Wireless long distance required. Long distance and roaming rates for international calls, where available, may vary. Calls placed while traveling outside the Verizon Wireless network may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime allowance minutes are not transferable. Unused airtime minutes are lost. Airtime is charged to toll-free numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press the "SEND" or "CONNECT" button, or upon connection to system. On incoming calls, charges may begin prior to the phone ringing and before you press "SEND" to receive the call. Charges end when the call or data session disconnect from system, which may be a few seconds after you press "END" or "DISCONNECT" button. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered.

Verizon Wireless Terms and Conditions

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect sm ^{4,6} (Directory Assistance)	Basic TTXt Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXt Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXt message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk

subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TEXT Messaging: TEXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TEXT Messages sent to most SMS handsets will be delivered as multiple TEXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TEXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TEXT Messaging or Enhanced TEXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TEXT or PIX/FLIX allowance. Mobile to Mobile Messaging applies only to TEXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TEXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TEXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TEXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web

2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data

sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Verizon Wireless will limit data throughput speeds in any given month that 5 GB of usage is exceeded on a per line basis. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and

NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Mobile Broadband Machine-to-Machine plan sharing options, Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans. **Multi-Account Share:** Customer may activate one (1) share

group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: 1A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – January 1, 2014 is 3.94% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Night and weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 16.4%. The quarterly percentage rate for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding Mobile Broadband and NationalAccess Plans) and is \$0.02 per mobile number per month for Mobile Broadband and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

B. Equipment and Accessories (Open Market)

The Government Equipment Matrix below reflects the pricing for equipment that is being made available to Government Liabile Subscribers as Open Market items. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). The prices of equipment in the attached Equipment Matrix have been discounted and are in effect through 06/30/14 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy.

Data /Air Cards

VZW 4G LTE USB Modem USB551L	VZW 4G LTE USB Modem UML295	VZW Jetpack 4G LTE Mobile Hotspot Mifi 5510L	VZW Jetpack 4G LTE Mobile Hotspot Mifi 4620L	VZW Jetpack 4G LTE Mobile Hotspot Mifi 4620LE	VZW MiFi 2200 Mobile Hotspot	Franklin Wireless X720 2 in 1 Express Card
\$0	\$0	\$19.99	\$29.99	\$49.99	\$49.99	\$49.99

*Government Subscribers can supply their own authenticated Equipment (CPE) to be activated on the Mobile Broadband Machine to Machine plans. A select number of 4G USB Modem, MiFi and Jetpack devices are available for use with these plans. Please note device pricing in the Equipment Matrix, section 6.0 below does not reflect the price of equipment that can be activated on these plans. All equipment is open market.

Cellular Phones

Samsung Gusto 2 SCH-u365 (Snow Silver)	LG Revere 2	Samsung Intensity 3 SCH-u485 (Steel Gray)	LG Cosmos 3	Pantech Jest 2 TXT8045	LG Exalt	Pantech Hotshot CDM8992	Samsung Brightside SCH-u380 (Sapphire Blue)
\$0.00	\$49.99	\$49.99	\$79.99	\$79.99	\$79.99	\$99.99	\$99.99

Push To Talk Cellular Phones

Samsung Convoy 3	Casio G'zOne Ravine 2 (While Supplies Last)
\$49.99	\$129.99

BlackBerries

RIM- BlackBerry Z10 4G LTE	RIM - BlackBerry Bold 9930 (While Supplies Last)	BlackBerry Q10 4G LTE Black
\$99.99	\$149.99	\$199.99

PDA/Smartphone

LG Spectrum 2 4G LTE (while supplies last)	LG Lucid 2 4G LTE	Motorola DROID RAZR M 4G LTE	Nokia Lumia 822 - 4G LTE	Samsung ATIV Odyssey 4G LTE	Samsung Galaxy Stellar 4G LTE (while supplies last)	Samsung Galaxy Nexus 16GB 4G LTE (while supplies last)	HTC Rhyme - ADR6330 (while supplies last)	LG Enact 4G LTE
\$0.00	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99	\$0.99	\$19.99
Pantech Marauder 4G LTE	LG Intuition VS950 4G LTE	Casio G'zOne Commando C771	Motorola DROID 4 4G LTE	HTC Windows Phone 8X	Motorola DROID RAZR HD 4G LTE (while supplies last)	Motorola DROID RAZR 4G LTE - 16GB (while supplies last)	Pantech Breakout 4G LTE (while supplies last)	HTC Trophy (while supplies last)
\$49.99	\$49.99	\$49.99	\$49.99	\$49.99	\$49.99	\$50.00	\$79.99	\$99.99
HTC DROID Incredible 4G LTE (while supplies last)	Motorola DROID X 2 MB870 (while supplies last)	Nokia Lumia 928 4G LTE Black	Pantech Perception 4G LTE	Samsung Galaxy S III i535 4G LTE - 16GB (while supplies last)	HTC Rezound 4G LTE (while supplies last)	Motorola DROID Mini 4G LTE	Casio G'zOne Commando C811 4G LTE	Kyocera Hydro Elite 4G LTE
\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99
Motorola DROID RAZR MAXX HD 4G LTE (while supplies last)	Samsung Galaxy S 4 4G LTE (16GB)	Motorola Droid Bionic 4G LTE (while supplies last)	Motorola DROID RAZR MAXX 4G LTE (while supplies last)	HTC One 4G LTE	HTC DROID DNA 4G LTE	Motorola DROID Ultra 4G LTE	Samsung Galaxy Note II 16GB 4G LTE	LG G2 4G LTE
\$149.99	\$199.99	\$199.99	\$199.99	\$199.99	\$199.99	\$199.99	\$199.99	\$199.99
Motorola Moto X 4G LTE	Samsung Galaxy S 4 4G LTE (32GB)	Samsung Galaxy S III i535 4G LTE - 32GB (while supplies last)	Motorola DROID Maxx 4G LTE					
\$199.99	\$249.99	\$249.99	\$299.99					

Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various wireless devices it offers. The wireless devices are typically packaged with a standard battery and AC plug-in charger. Additional accessories may be packaged with certain devices. Accessories provided may vary by device. Other accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for discountable accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, as well as current charges, please visit www.verizonwireless.com or contact your Account Manager.

C. Warranty

Verizon Wireless will reasonably assist the County with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the County will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

Verizon Wireless offers subscribers several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs.

New Equipment

Subscribers may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase.

Defective Equipment

If a handset is found to be defective more than 30 days after the purchase date, and the malfunctioning device is still within the manufacturer's warranty period (typically one year), the subscriber may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. [Netbooks must be shipped directly to the manufacturer for repairs; for high-end tablets we will send the subscriber a Recovery Box and the subscriber will ship the device to our warehouse where it will be examined and if the defect is covered under the manufacturer's warranty a replacement device will be shipped to the subscriber.] The remaining unused term of the original manufacturer equipment warranty or a total of 90 calendar days, whichever is greater, will transfer to the exchanged unit.

Note on all Certified Like New Replacements: Subscribers are eligible for a refurbished handset unit if device is defective as defined in the manufacturer's warranty. Certified Like New Replacements will be either the same make/model as the defective unit or a comparable model (subject to availability). Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program.

Equipment Protection Programs

Verizon Wireless also offers the following programs available for an additional monthly fee:

- Total Equipment Coverage (Open Market Item) - Total Equipment Coverage includes Asurion Wireless Phone Protection and our Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is an Asurion application included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit www.MyMobileRecovery.com to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit www.mymobilerecovery.com/phones_supported to see a list of available devices.
- Asurion Wireless Phone Protection (Open Market Item) - Within 30 days of activating a new device, you may purchase device insurance through Verizon but provided by Asurion. We will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage,

subject to certain restrictions and exclusions. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment

- **Extended Warranty (Open Market Item)** - Under the Extended Warranty Program, managed by Verizon, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. After the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee, we will exchange defective equipment with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

Pricing

Pricing and deductibles are specific to the type of device enrolled in the program. There are two tiers – Advanced Devices and Phones. Note: Advanced Devices typically include Smartphones, certain 3G Multimedia devices, and Netbooks (Wireless Phone Protection only). Phones are all other devices, except Tablets and iPhones.

WIRELESS PROTECTION			
	EXTENDED WARRANTY MONTHLY FEE	WIRELESS PROTECTION MONTHLY FEE	TOTAL EQUIPMENT COVERAGE MONTHLY FEE
Basic Phones	\$3.00	\$5.18	\$8.00
Advanced Devices	\$3.00	\$8.18	\$9.99
Apple® iPhone® 4/4S/5/5C/5S	\$3.00	\$8.18	\$9.99
Tablets*	\$3.00	\$8.18	\$9.99
Apple® iPad® 2/new iPad	\$3.00	\$8.18	\$9.99
DEDUCTIBLES FOR WIRELESS PROTECTION			
Extended Warranty	No deductible		
Basic Phones	\$45 deductible for Basic Phones with a \$400 claim limitation		
Advanced Devices	\$99 deductible for advanced devices with a \$1500 claim limitation		
Apple iPhone 4/4S	\$169 deductible for 8 & 16 GB iPhone 4/4S/5/5C/5S with a \$1500 claim limitation \$199 deductible for 32 & 64 GB iPhone 4/4S/5/5C/5S with a \$1500 claim limitation		
Tablets*	\$149 deductible for tablets with a \$1500 claim limitation		
iPad 2/new iPad	\$149 deductible for tablets with a \$1500 claim limitation		

* Please note all Motorola tablets are not eligible for Extended Warranty or Total Equipment Coverage.

Standard Upgrade

Wireless equipment that has been in service for a minimum of 10 months is eligible for an equipment upgrade at the Government discounted pricing regardless of contract vehicle chosen. If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 10 months of service, full retail price may be charged.

2.3**Vendor Qualifications/Experience**

A statement of qualification of the firm and a description of the company history and financial capability is required. Proposers shall provide their Dun & Bradstreet number. Proposers shall include definitive information regarding their experience and qualifications and key staff members who will be involved with the Jefferson County account.

Verizon Wireless' Qualifications and Experience

Verizon Wireless owns and operates the nation's largest 4G LTE network and largest, most reliable 3G network. Headquartered in Basking Ridge, NJ, Verizon Wireless is a joint venture of Verizon Communications (NYSE:VZ) and Vodafone (NYSE and LSE: VOD). A leader in wireless voice and data services, the company:

- Owns and operates the nation's largest 4G LTE network
- Built the nation's first wide-area wireless broadband network
- Delivered the nation's first wireless consumer 3G multimedia service
- Offers global voice and data services in more than 200 destinations around the world

Facts-at-a-Glance

- Wireless Phone Customers – more than 102.8 million subscribers
- Employee Population – 72,000
- Annual Revenue 2013 – \$81.0 Billion (USD)
- Company Operated Stores and Kiosks – more than 2,000
- Digital Network Technology – 4G Long Term Evolution (LTE); 3G - Code Division Multiple Access (CDMA)
- U.S. Market Coverage: our voice and 3G networks cover nearly the entire United States population, all of the top 100 most populated U.S. metropolitan areas. We have substantially completed deployment of our 4G LTE network, covering more than 99 percent of our current 3G network footprint. The Verizon 4G LTE network is now available in more than 500 markets to 97 percent of the U.S. population and covers more than 305 million people, including those in areas served by our LTE in Rural America partners.
- Switching Centers – 175+
- Headquarters: Basking Ridge, NJ
- Area Headquarters: Northeast – Morristown, NJ; South – Alpharetta, GA; Midwest – Schaumburg, IL; West – Irvine, CA

Verizon Wireless has been in business since June 2000; however the companies that merged to form Verizon Wireless had been in business for an average of 15 years. Verizon Wireless was formed by the combination of the domestic wireless businesses of Verizon Communications (formerly Bell Atlantic Corporation and GTE Corporation) and Vodafone Group Plc. This includes, primarily, the assets of Bell Atlantic Mobile, Vodafone AirTouch Cellular and GTE Wireless.

Verizon Wireless currently provides voice and data services to many of the Fortune 500 Corporations, state and local governmental entities, all Federal Government Agencies, and other organizations. Several of these entities are in excess of 10,000 subscriber lines. Verizon Wireless has considerable experience providing service to accounts of that size as well as smaller city and county government agencies.

Bidders Initials: A handwritten signature in black ink, appearing to be the initials "JK".

We have a dedicated Government Sales organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation has assisted in expediting and facilitating wireless solutions for the Government customer. The capabilities demonstrated within this proposal will confirm our ability to help design, customize, implement and maintain a solution that meets all expectations.

Financial Information

Verizon Wireless is a joint venture of Verizon Communications and Vodafone. Verizon Wireless does not customarily announce earnings or other financial performance; however, Verizon Communications includes information about Verizon Wireless in its earnings announcements.

Additional information can be found in the Verizon Wireless Dun and Bradstreet report. The Dun and Bradstreet number for Verizon Wireless is 96-890-4698. You may use this identification number to access the Verizon Wireless report from the Dun and Bradstreet database.

You may access a copy of the most recent annual report of Verizon Wireless' parent companies from the following websites:

<http://www.verizon.com>

<http://www.vodafone.com>

Any financial information not included in the annual reports, the Dun and Bradstreet report, or the SEC filings, is considered proprietary and confidential.

Experience and qualifications and key staff members who will be involved with the Jefferson County account:

Verizon Wireless' personnel have significant qualifications and experience to manage and provide business solutions that meet the objectives of the County. Please refer to the details below for qualifications of the key personnel supporting the County's account.

John Clawson - Government Accounts Manager – John has sixteen (16) years of successful and progressive experience in diversified areas of telecommunications with industry-leading organizations. Six (6) years in Government Sales and Management with Verizon Wireless. Eleven (11) years in Retail Sales and Management in the retail store channel. His wireless experience includes sales of wireless data and voice solutions. As a result of John's expertise in the industry, he has been acknowledged by leadership with awards from the President's Cabinet and Winners Circle for 6 out of 10 years.

2.4 References

Proposers shall provide a list of at least five public agency references that are currently under contract with proposer for similar products and services. References are to include: Name, Address, Contact, Title, Phone Number, Approximate Population, Installation Date, and Approximate Number of phones in use.

Verizon Wireless has provided the following references as a sample of the depth and breadth of our experience. Some customer information is considered Customer Proprietary Network Information (CPNI) and cannot be disclosed. These customers will determine what information they will share with you when contacted by your organization.

Bidders Initials: 

City of Hazelwood 415 Elm Grove Lane Hazelwood, MO 63042	City of Marion 1102 Tower Square Plaza Marion, IL 62959	City of Richmond Heights 7447 Dale Avenue Richmond Heights, MO 63117
Glenn Robinson, IT Coordinator	Terance Henry, IT Director	Shane Placeway, Telecommunications Detective/Information Technology
(314) 513-5209	(618) 694-3786	(314) 655-3638
gerobinso@hazelwoodmo.org	it@cityofmarionil.gov	splaceway@richmondheights.org

St. Louis Metropolitan Police Department 1200 Clark St. Louis, MO 63103	Great Circle P. O. Box 189 St. James, Missouri 65559
Daniel Kreynest, Computer Support Specialist II (Mobile Systems)	Andrea Gilbreath, Technology Coordinator
(314) 444-5347	(573) 899-7162
dhjreynest@slmpd.org	tammy.andrews@greatcircle.org

2.5

Customer Service

Carriers must provide all contact information for the Customer Service Representative/Account Manager in charge of the Jefferson County account. These representatives must have the ability to add/delete lines of service upon request and have the authority to make decisions regarding other account/billing inquiries. Jefferson County must also have contact information for a backup Representative should the primary contact be unavailable when service is required.

Listed below is contact information for local and national account support to address the County's needs. Your Government Account Executive will be the single point of contact. Please refer to Section IV- Account Management for additional information.

Point of Contact	Title	Role/Responsibility
John Clawson 500 Technology Drive Weldon Springs, MO 63304 (314) 791-5909 john.clawson@verizonwireless.com	Government Account Manager	Strategic account planning, relationship building, coordinate contract negotiations
Government Support Center Coordinators 800-295-1614 Huntsville, AL/Laurel, MD	Coordinators	Answering Incoming Calls General Billing Information Administrative Support
Technical Support 800-295-1614 or *611 from the wireless phone.	Technical Support Specialists	Provides technical support and helps resolve technical related issues.

Additionally, Verizon Wireless offers online billing in an electronic format through My Business Account. My Business Account is designed in an easy-to-use, accessible format to help customers manage their account.

Bidders Initials: 

Government customers can manipulate and export data into their agency's required formats through the use of Microsoft applications. Billing information can be downloaded into .PDF, .XML or .CSV and manipulated by your agency. Your Government Account Manager can provide a demonstration of My Business Account and you may also view a demo by clicking on the following link:

<http://business.verizonwireless.com/content/b2b/en/business-portal-overview.html>

3.0

SPECIAL TERMS AND CONDITIONS

The agreement/contract term is from 06-01-2014 through 05-31-2016 with no activation or early termination fee. Jefferson County reserves the right to renew this contract for one additional 24-month periods at the same discounts, terms and conditions. Prices must remain firm during the term of the contract. Addenda(s) to contracts MUST be agreed upon by both parties in writing.

Verizon Wireless acknowledges the requirement. Verizon Wireless is offering firm, fixed service pricing with no increase for the term of the resulting contract. Our offer includes substantial discounts from Verizon Wireless' GSA Federal Supply Schedule (FSS) pricing. Equipment is being offered as Open Market and prices are subject to change. Please see Pricing Section of this bid for complete pricing details, terms and conditions.


Vendor shall provide monthly itemized invoices with detailed billing, broken down by department, division and phone number.

Verizon Wireless will provide one traditional paper invoice to the primary billing address. A detailed bill will show all charges pertaining to each mobile telephone. In addition, all outbound calls will show the number dialed, time, date and minutes used. Inbound calls will only show the time, date and minutes used. The County will also have the ability to retrieve an electronic invoice as needed through the Verizon Wireless' online reporting tool for any alternative destination. The County can manipulate and export data into their agency's required formats through the use of Microsoft applications. Billing information can be downloaded into .PDF, .XML or .CSV and manipulated by your agency.

Because law enforcement and public works make use of cellular equipment, it is imperative that uninterruptible service be provided 24-hours/7-days to Jefferson County. This uninterruptible service shall include the wireless technologies in use, as well as equipment. Please describe the Vendor's policies for providing replacement/loaner equipment to Jefferson County Customer. Will Jefferson County be able to purchase equipment at discounted pricing, and billed to account, at local retail locations as needed?

Due to the nature of wireless service, Verizon Wireless cannot guarantee uninterrupted cellular service in the Missouri area. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and in remote areas. Customer equipment, weather, topography, and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. Some information on service outside the Verizon Wireless proprietary network, although depicted as America's Choice, is based on information from other carriers or publicly available information, and we cannot ensure its accuracy. With "all wireless" devices, you can only make and receive calls when service is available. When wireless service is not available, your device will not operate or be able to make 911 calls. Service may not be available in the Extended National Service Rate and Coverage Areas. See verizonwireless.com/coveragelocator for additional information.

Verizon Wireless offers a one (1) year warranty and several insurance programs for equipment. However, If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 10 months of service, full retail price may be charged. Please refer to Section II – Cost Proposal, Warranty for options available for replacement devices and equipment protection programs.

Bidders Initials: 

The internal Verizon Wireless Government Account Restrictions Policy (GAR) prohibits any upgrades, activations, or device replacement on Federal accounts in Verizon Wireless' stores. Although our retail stores cannot sell devices, services or features to your government subscribers, they can provide them with the following no-cost services:

- General informational inquiries, such as how to use a particular device feature.
- Troubleshooting, such as trying to identify why a device isn't working correctly. Please note that if troubleshooting identifies an issue with your employees' device, your employees may not obtain replacement devices, parts or repairs at a retail store.

However, your employees can obtain their government discounts for service and equipment on their personal orders in all Verizon Wireless retail stores nationwide.

Vendor shall present a service plan covering the location of the service facility, ability to supply parts and equipment, repair procedures, and hours of operation.

Verizon Wireless takes exception to this requirement. Verizon Wireless does not typically supply spare parts and equipment. However, Verizon Wireless does offer a one (1) year warranty and several insurance programs. Refer to Section II- Cost Proposal, Warranty for additional information. Verizon Wireless recommends activating devices on our Flat Rate plan or paying full retail price for (inactive) devices as ways to meet the County's seed stock requirements.

Vendor shall evaluate and analyze Jefferson County phone usages and provide rate reduction plans as needed. Meet with Purchasing Manager for purpose of analyzing and developing cost saving measures and suggesting modifications and or alternative course of action to enhance system and cost effectiveness. This service is to happen after the first six months of service and then on an annual basis.

Verizon Wireless currently offers Quarterly Business Reviews (QBRs) to many of our Government customers. A QBR is a high-level organizational review of services, behavior and practices with Verizon Wireless. Our QBRs are free of charge and are presented quarterly, encompassing the previous 13-month period. Included in the QBR presentation are analysis reports to show overall usage. Verizon Wireless also provides personalized recommendations on service plans and equipment based on analysis of the data.

Jefferson County reserves the right to request samples after the proposals are opened and before the award is made.

Verizon Wireless acknowledges the requirement. Your Government Account Manager will work with the County to obtain test devices, if needed.

4.0

MAINTENANCE SERVICES

Vendor shall perform routine preventative maintenance service as may be appropriate by making adjustments, repairs, and replace such parts as may be required to put the equipment in good working order. Vendor's obligation, hereunder, shall relate to equipment adjustments and repairs necessitated by normal wear and tear during normal use for the period of time for which the contract charge has been made.

Verizon Wireless is providing commercial wireless services only. There will be no equipment installed on the customer's premises. Please refer to Section II – Cost Proposal, Warranty for options available for replacement devices and equipment protection programs.

Vendor shall provide 24-hour/7-day technical service for telecommunication service and maintenance at no additional charge.

Bidders Initials: 

Clarification: Verizon Wireless provides technical support to troubleshoot and to help resolve technical-related issues for wireless services. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week. This group of professional specialists can be reached through the GCO's toll free number or toll and airtime free by dialing 611 or *611 from the wireless phone.

Vendor shall perform emergency service necessary between preventative inspection at no additional cost subject to terms and conditions.

Verizon Wireless takes exception to this requirement since it is not applicable. Verizon Wireless is providing wireless services only. There will be no equipment installed on the customer's premises.

Vendor shall provide loaner equipment at no charge, if shop repairs are necessary. Vendor shall provide pick-up and delivery services as needed when requested by Jefferson County staff, at no charge.

Verizon Wireless takes exception to this requirement. Please refer to Section II-Cost Proposal, Warranty for details regarding options available for replacement devices under warranty and equipment protection programs.

Vendor shall repair all equipment or provide replacement equipment within eight hours or the next working day whichever is the shortest time.

Verizon Wireless takes exception to this requirement. Please refer to Section II-Cost Proposal, Warranty for details regarding options available for replacement devices under warranty and equipment protection programs.

Will Vendor allow Jefferson County to keep "spare" equipment on hand, at no charge, if a phone is not able to be repaired or replaced within 8 hours or the next business day?

Verizon Wireless does not typically supply spare devices. Verizon Wireless recommends activating devices on our Flat Rate plan or paying full retail price for (inactive) devices as ways to meet the County seed stock requirements. Your Government Account Manager will work with the County to provide replacements as needed.

5.0

BILLING

JEFFERSON COUNTY REQUIRES TWO APPOINTED ACCOUNT REPRESENTATIVES THAT CAN BE CONTACTED BETWEEN 7AM – 5 PM MONDAY THROUGH FRIDAY WITH QUESTIONS REGARDING ACCOUNT BILLING ISSUES, NEW ACTIVATIONS, AND OTHER COUNTY NEEDS.

Upon contract award, your Government Account Manager will advise if there will be a dedicated account representative assigned to the County. Until that is determined, the national and local account team members provided in Section IV – Account Management will serve as the County's primary point of contact during normal business hours to address issues, concerns and wireless communications objectives.

Detailed paper copies of bills must be itemized by department, phone number, and employee name.

Verizon Wireless provides detailed billing at no additional charge for government customers. A detailed bill will show all charges pertaining to each mobile telephone. In addition, all outbound calls will show the number dialed, time, date and minutes used. Inbound calls will only show the time, date and minutes used. Cost Center/Department Names can be added to the bill, and the phone numbers (with employee's names) are added to the cost center/department names. Please be sure to advise the Government Account Manager of this requirement for implementation purposes.

Bidders Initials: 

However, the County will have the ability to retrieve an electronic invoice as needed through the Verizon Wireless' online reporting tool, My Business, for any alternative destination. Billing information can be downloaded into .PDF, .XML or .CSV and manipulated by your agency.

For a sample invoice please click on the following link:

http://infomanagerdoc.ddc.vzwcorp.com/CMS_DOCS/MP/MP%20National%20Team/{20071203121744}_NationalIDetaiBillEngInsert.pdf

Additionally, your Government Account Manager can provide a demonstration of My Business Account and you may also view a demo by clicking on the following link:

<http://business.verizonwireless.com/content/b2b/en/business-portal-overview.html>

Jefferson County is currently participating in the Western States Contracting Alliance (WSCA). The County is tax Exempt; no taxes should appear on billing Invoices.

Verizon Wireless will provide the County with quality wireless services through its participation in Cooperative Purchasing under the General Services Administration's (GSA) Federal Supply Schedule (FSS) Contract, GSA Contract #GS-35F-0119P. Under the provision of the FSS Contract, Verizon Wireless can provide high quality cellular services at the best value to all governmental customers.

Clarification: If the County has an exemption from taxes normally billed by Verizon Wireless on our invoices, you must provide evidence of your exemption in a legally acceptable form, such as the exemption certificate. Exemptions do not apply to expenses necessary to comply with law (surcharges). Surcharges and fees are assessed to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Government Nation Pooled Rate Plans for Cellular Service

Account(s) must be set up as pooled plans for each department. Account(s) must have the option of adding additional lines and/or services to be pooled plan(s).


Verizon Wireless acknowledges the requirement. The County has the option of adding additional lines or services to pooled (share) plans. Government subscribers can share their monthly anytime voice minutes allowance with other qualifying subscribers activated on the same billing account.

Any additional phones or devices will need consecutive numbers within reason, starting with area code 636 or 314.
CUSTOMER, MISSOURI PROPOSAL FORM

Clarification: Verizon Wireless does not set aside blocks of local numbers. Numbers are assigned according to the North American Numbering Plan administered by the National Telecommunication Information Administration. In some cases, there may be availability to receive consecutive numbers, but there is no guarantee.

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this Request for Proposals and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

In the event an award is issued to Verizon Wireless, Verizon Wireless reserves the right to negotiate the resulting contract to incorporate mutually agreed upon terms and conditions that will govern the relationship between the parties. Until such negotiations occur, Verizon Wireless reserves all contractual rights.

Bidders Initials: 

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to provide cellular phone service and equipment in accordance with the specifications contained herein.

Clarification: Verizon Wireless is providing a point-by-point response to the proposal requirements. Additionally, Verizon Wireless has provided exceptions and clarification to address requirements which we cannot fully accommodate, or are outside the scope of work for commercial wireless services.

Bidders Initials: 

Proposal Form must be signed by authorized representative and attached to Firm's proposal.
Indicate whether: () Individual; (X) Partnership; () Corporation

Incorporated in the state of: Delaware

COMPANY: Cellco Partnership d/b/a Verizon Wireless

DUNS NUMBER: 968904698

MAILING ADDRESS: 7600 Montpelier Road, Laurel, MD 20723
(Address) (Customer/State/Zip)

STREET ADDRESS (NO P.O. BOX): P.O.Box 64498, Baltimore, MD 21264
(Address) (Customer/State/Zip)

TAX ID NO.: 22-3372889

PHONE NO.: (240) 568-1411

NAME: Todd Loccisano

TITLE: Executive Director – Government Contracts

SIGNATURE: 

DATE: 5/16/14

EMAIL ADDRESS: vzwgovernment.contracts@verizonwireless.com

In Witness thereof, the parties hereto have executed this Agreement, in triplicate, as of this _____ day of _____ 2013:

_____ County of Jefferson, State of Missouri Company Name

Signature Kenneth B. Waller County Executive

Print

Company Address: _____

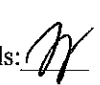
Phone: _____

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

County Auditor

APPROVED AS TO FORM

County Counselor

Bidders Initials: 

SECTION III – SCOPE OF SERVICES

Below are highlights of the proposed services featured in the Verizon Wireless Pricing Offer:

A. Voice and Data Plans

Voice Service:

Verizon Wireless offers several calling plans under the VZVoice umbrella.

➤ America's Choice Calling Plans

The America's Choice Calling Plans include:

- Unlimited National Mobile to Mobile Minutes (mobile to mobile). Talk with any of our more than 92 million customers, anytime, without using your minutes within the America's Choice Rate and Coverage Area.
- No domestic roaming or long distance charges
- Send and receive calls within the United States (including Puerto Rico). Coverage not available in all areas. Airtime charges apply.
- Unlimited Night & Weekend Minutes
 - Night hours (Mon.-Fri.): 9:01 p.m.-5:59 a.m.
 - Weekend hours: 12:00 a.m. Sat.-11:59 p.m. Sun
- Push to Talk is available for an additional monthly access fee.

➤ Share Options

America's Choice for Government with Share Option

- Government subscribers can share their monthly anytime voice minutes allowance with other qualifying subscribers activated on the same billing account.
- Sharing is only available among subscribers activating wireless service within the same market or within groups of Verizon Wireless markets, as determined by Verizon Wireless.

➤ Friends and Family for Government

Friends & Family® is a calling feature that allows customers unlimited voice calling to and from the numbers they call the most – anytime, anywhere in the U.S.², choose numbers on any network – even landlines.

Government Subscribers

Combined with our great network and Mobile to Mobile calling, Friends & Family for Government is a new, high-value feature that provides unlimited calling to those you do business with the most (vendors/colleagues) – add up to 10 telephone numbers to be shared by the lines on the account, depending on your eligible plan type.

Friends & Family for Government is included on the America's Choice for Government Plans with 600 and 1000 Anytime Voice Minutes and the Voice and Data Bundle for Government 300, 600 and 1000 Plans. New activations and existing subscribers on these qualifying plans automatically get Friends & Family for Government. Your agency's SPOC can manage Friends & Family for Government numbers via My Business Account for each account. Changes to Friends & Family numbers become effective the following day. An email will be automatically generated and sent to your agency's SPOC when a change to Friends & Family eligibility is made.

Please note that customers eligible for My Business must sign up for Friends & Family through My Business.

² Only on calls from America's Choice Coverage Area to designated domestic U.S. landline or wireless numbers (excluding Directory Assistance or subscriber's own wireless or Voice Mail access numbers).

➤ Push to Talk

Verizon Wireless has the largest Push to Talk network in the U.S. Our Push to Talk service lets you use a Push to Talk-enabled mobile phone like a walkie-talkie for instant two-way communication. Push to Talk is ideal for anyone who needs to communicate quickly with other team members or employees. You can talk to one individual or an entire group with just the push of a button. You can also make regular phone calls on the same device.

Functionality

With Push to Talk, you have the choice of making two types of calls:

- Barge calls - The called party will hear a tone immediately followed by the originator's voice and a second tone when the originator stops speaking indicating that the recipient can respond.
- Alert calls - The called party will hear a tone indicating that someone is trying to reach him/her. The called party will be able to choose whether or not to accept the call.

Key Push to Talk Features

- Enjoy coast-to-coast coverage – Connect with team members in the next room or across the country on our nationwide broadband network; expanded coverage is available in the National Enhanced Services Rate and Coverage Area.³
- Make quick exchanges – Push one button to contact team members or clients.
- Check team member status with Presence - See who is available for a Push to Talk call.
- Manage your contacts list online – Store up to 500 individual and up to 100 group Push to Talk contacts.
- Use one number, one device – Make and receive voice calls without needing a second device or phone number.
- Place group calls – Initiate or participate in a group call with up to 50 participants.

The Benefits of Enterprise Contact Management

Enterprise Contact Management⁴ improves the Push to Talk user experience by providing a solution to manage large contact lists from a single Web site interface. The Enterprise Contact Management Web site offers your company the following benefits:

- Efficiency – Enables one point of contact to manage your company's group and individual Push to Talk contact lists.
- Delegation – Delegate management of contact lists to additional team members as needed.
- Ease of Use - Compile a comprehensive list of users and contact lists into a simple, easy-to-use Web interface.
- Convenience – Users maintain personal contact lists, while Administrators maintain company contact lists.
- Increased productivity – Eliminate the need to update contacts or contact lists individually.
- Accessibility – Make supplier and vendor Push to Talk details available to your company's Push to Talk users.

You can designate one or more Administrators to manage the Push to Talk contact lists of employees within your company. Administrators have the ability to manage large Push to Talk contact lists via a single Web site interface with a single user name/password. The Administrator does not require a wireless number to manage the Enterprise contact list - no more creating log-ins line-by-line to set up users within an account. And Administrators can make changes to multiple lines at the same time, eliminating the need to update contacts one-by-one.

³ For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A-capable device and be receiving EV-DO service.

⁴ Customers are required to be enrolled in the My Business or Verizon Enterprise Center web portals in order to enroll in Push to Talk Enterprise Contact Management (PTT ECM). This only applies to new enrollments to PTT ECM.

Super Administrators can perform the following functions on the Enterprise Contact Management Web site:

- View a list of the Push to Talk users within the company.
- Manage the individual and group Push to Talk lists of users within the company⁵.
- Create a list of Push to Talk contacts outside the company [such as vendors, clients, suppliers].
- Assign additional Administrators as needed.

If your employees have been provisioned with the Push to Talk Enterprise Contact Management feature, they have the ability to view [but not modify or delete] individual and group contacts created by the Administrator.

Coverage

Push to Talk is available throughout our nationwide broadband network. Our broadband wireless network now covers more than 295 million people. Note: If your employee is in a Verizon Wireless market where EV-DO Rev. A is not usable or not available, then the Verizon Wireless service will fall back to 1xRTT. The Push to Talk user will still be able to use PTT service but it will function at 1xRTT speeds. While our enhanced Push to Talk service is backward compatible, on Push to Talk calls between new and older devices, all subscribers will experience the speeds of the older Push to Talk service.

Equipment

We offer four Push to Talk handsets. Push to Talk is available for the BlackBerry Bold 9930 Smartphone for both BlackBerry Internet Service and BlackBerry Enterprise Server customers. The Casio G'zOne Commando (C771) is the first G'zOne Android phone and Push to Talk is available via a software update. The Casio G'zOne Ravine 2 (C781) appeals to a broader base with new refinements for urban and outdoor use, built to military specifications to survive extreme shock, water and dust environments. The Samsung Convoy 3 is a rugged device with military specifications built to withstand the harshest of elements.

Key Information	Casio G'zOne Commando (c771)	Casio g'Zone Ravine 2 (c781)	BlackBerry Bold 9930	Samsung Convoy 3
Weight	5.45 ounces	4.85 ounces	4.59 ounces	4.23 ounces
Data Capability	EV-DO Rev. A	EV-DO Rev. A Global capable	EV-DO Rev. A	EV-DO Rev. A
Mobile Broadband Connect	Yes	Yes	Yes	Yes
Field Force Manager	Yes	Yes	No	Yes
VZ Navigator	Yes	Yes	Yes	Yes
Stereo Bluetooth-capable	Yes	Yes	Yes	Yes
Camera	5.0 MP	3.2 MP	3.2 MP	3.2 MP
Meets Military Specifications for:	Dust, shock and water	Dust, water and shock		Shock, dust resistance, vibration, salt fog, humidity, solar radiation, altitude, and low and high temperature storage.

Wireless Internet Service:

Wirelessly access your email or Government intranet and browse the Internet with Mobile Broadband, Mobile Broadband Connect and NationalAccess.

⁵ Administrators cannot view, modify or delete individual or group Push to Talk contacts created by users. Regular Administrators can do all of the functions of a Super Administrator except add additional Administrators.

➤ **4G Mobile Broadband**

Government mobile workers using laptops will immediately benefit from Verizon Wireless' 4G LTE Mobile Broadband network's super-fast connectivity, which is up to 10 times faster than our current 3G network. Our 4G LTE average data rates in real-world, loaded network environments are 5 to 12 megabits per second (Mbps) on the downlink and 2 to 5 Mbps on the uplink.

Our 3G Mobile Broadband service provides typical download speeds of 600 Kbps to 1.4 Mbps⁶ and typical upload speeds of 500-800 Kbps when using an EV-DO Rev A-capable data card in the Mobile Broadband coverage area. Mobile Broadband subscribers using an EV-DO Rev.0-capable device in the Mobile Broadband coverage area will experience typical download speeds of 400-700 Kbps and typical upload speeds of 60-80 Kbps.

➤ **Mobile Broadband Connect**

Verizon Wireless offers Mobile Broadband Connect for remote connectivity on your notebook without the need for a data card. Mobile Broadband Connect combined with VZAccess Manager enable subscribers to tether certain devices to a notebook for wireless access to the Internet, email, corporate intranets and more. By using a tethering adaptor to connect a notebook with the handset, the subscriber can establish a broadband connection anywhere within the Mobile Broadband Rate and Coverage Area, and when outside this area, use NationalAccess anywhere within our National Enhanced Services Rate and Coverage Area. All Verizon Wireless Smartphones and BlackBerry devices include the cable and software required to use Mobile Broadband Connect. Certain Mobile Broadband Connect-capable phones require the purchase of a Mobile Office Kit that includes synching software and a connection cable.

➤ **NationalAccess Plan**

NationalAccess is Verizon Wireless' high-speed Internet access service that functions over the CDMA 1xRTT Data Network. NationalAccess is available in thousands of cities and towns across the U.S. within the National Enhanced Services Rate and Coverage Area. Users of NationalAccess will experience typical download speeds of 60-80 kbps⁷.

Email Solutions:

Verizon Wireless offers several wireless email solutions to Government subscribers, providing access to corporate email, calendar, address book, "to do" lists, contact information and the Internet.

Verizon Wireless' email solutions provide the following functions:

- Corporate Email. Secure mobile access to enterprise email. Wirelessly synchronize company email to a device.
- Personal Information Management (PIM). Access up to date calendar information, "to do" list items, and contact lists from enterprise email applications.
- Wireless Internet Access.
- Instant Messaging. Easily download leading instant messaging products.
- Mobile Enterprise Portal. One user interface access point to all of subscribers' mobile enterprise applications, based on their preferences.

➤ **BlackBerry**

⁶ Speeds require an EV-DO Rev. A-capable device. When using an EV-DO device that is not Rev. A-capable or traveling in the Extended Broadband Rate and Services area, you can expect download speeds of 400-700 Kbps and upload speeds of 60-80 Kbps. Mobile Broadband speed claims based on our network tests with 5 MB FTP data files, without compression. Outside the Mobile Broadband Rate and Coverage Areas, you can expect download and upload speeds of 60-80 Kbps.

⁷ Speed claim based on our network tests with 101 KiloByte FTP data files. Actual throughput speed and coverage vary

BlackBerry is an always on, always connected email solution that provides quick easy access to email, contacts, calendar, and task lists while on the go.

BlackBerry Enterprise Server (BES) software provides a secure two-way link between the BlackBerry device and corporate data by providing standard HTTP connectivity to corporate applications, Internet, and Intranet services. The County can purchase the BES directly from Verizon Wireless. The server maintains a link to the messages in your subscribers' desktop email program mailbox, and offers the following features:

- When a subscriber forwards a message from the device, the entire original message is forwarded, including all attachments.
- After the first portion of the message is delivered to the device, the subscriber can request more of the message to be delivered (up to 32 KB). The first portion of the message ranges up to a maximum of 2 KB.
- When a subscriber includes the original message in a reply from the device, the entire original message is appended to the reply.

➤ **Exchange ActiveSync**

Exchange ActiveSync is a push-based email solution using Windows Mobile (Exchange ActiveSync) or Palm Smartphones in conjunction with Microsoft Exchange Server 2003, or newer, with no additional software requirements. ActiveSync allows mobile devices to synchronize information over the air directly with your Agency's Exchange Server. Government subscribers can access their information by synchronizing their mobile device to an Exchange server, without having to be constantly connected to a mobile network.

➤ **Good for Enterprise**

Good for Enterprise is a standards-based wireless messaging and application access system that provides mobile field forces with a two-way wirelessly synchronized connection to the Microsoft Exchange Server, IBM Lotus Domino and other critical applications such as Enterprise Resource Planning. Good for Enterprise supports Microsoft Windows Mobile 6.1 and 6.5, Android, and Apple® iPhone® 4 devices.

Voice and Data ChoiceSM Bundles for Government:

Voice and Data ChoiceSM Bundles for Government allows customers to choose voice and data plan bundles to meet their wireless needs. The Choice Bundles combine America's Choice for Government plans with an unlimited Smartphone or BlackBerry® data feature at a discounted price. Available for subscribers that use wireless e-mail solutions and voice calling functionality on the same device. Subscribers can access the web, share files and send and receive e-mail on the go, with connectivity services such as BlackBerryTM and Wireless Sync.

B. Enhanced Features

The following enhanced features are available for an additional monthly charge. Please refer to the Pricing section of this proposal for detailed pricing information.

Text Messaging:

Text Messaging is the Verizon Wireless two-way short messaging service designed for use throughout the Verizon Wireless coast-to-coast digital service area via a subscriber's wireless handset. Text Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

Text messages can be sent using the following methods:

- From a Verizon Wireless device,
- From any email system with an Internet connection, and
- From Verizon Wireless' website, www.vtext.com

All currently offered Verizon Wireless digital phones are capable of receiving text messages in the National Enhanced Services Rate and Coverage Area.

Mobile Web:

Verizon Wireless offers Mobile Web with MSN (Mobile Web). Mobile Web is the Verizon Wireless nationwide Internet service designed to meet each subscriber's specific personal and business needs. Mobile Web integrates the power of the Internet with the mobility of a cellular phone through the same national digital network. Mobile Web uses CDMA Circuit Switched Data, Microbrowser technology in web-enabled handsets and Short Messaging Service (SMS) text messaging to provide the services listed below directly to the subscriber's handset.

A simple intuitive format makes it easy for the subscribers to customize what wireless Internet content they want to see on their handset. Subscribers can customize either directly from their handset or via desktop PC (Internet access required) using the <http://vzw.msn.com/> web site.

Verizon Wireless customers can add Mobile Web service to any digital service plan. Mobile Web customers may use their bundled minutes for both voice and web services. In addition, customers may choose from a variety of web-enabled wireless handsets.

Using Mobile Web: Mobile Web requires digital service and may not be available in all areas. CDMA data capable phone with specified software required. Mobile Web monthly services apply. Airtime applies to all Mobile Web usage. Toll, long distance and or roaming charges may also apply. Time-outs apply. Phone will end data call and session after a minimum of 30 seconds of inactivity. New data call will be initiated when use is resumed. Airtime rounded up to the next full minute, so actual allowance may vary. Mobile Web access will deplete minute's allowance. Microbrowser does not provide full Web surfing. Sites are text only, formatted to optimize phone's screen size. Not all sites are accessible to handheld devices. Verizon Wireless reserves the right to make changes to your phone's software, including service features, over the air, without notice.

C. International Services

Verizon Wireless can keep your mobile workforce connected around the world whether your employees are calling internationally from the United States or when they are traveling abroad.

For the third consecutive year, the readers of Global Traveler magazine selected us as providers of the world's best wireless service. The survey, now in its fifth year, gives Global Traveler readers the chance to voice their opinions on the best in many categories of business and luxury travel and we were the only wireless carrier to be recognized by the magazine.

Calling Internationally from the United States

Your employees can use their Verizon Wireless phones to place calls to locations outside of the U.S. using our per-minute international rates or our International Long Distance Value Plan.

Per-Minute International Rates - Subscribers who only occasionally call outside of the U.S., can reach over 190 countries with low rates and no additional monthly fee. In order to use this service, international long distance would be activated as an optional capability on the subscribers' existing calling plans.

International Long Distance Value Plan - For an affordable way to connect with people around the world when calling from the U.S., Verizon Wireless offers the International Long Distance Value Plan. This optional feature is available for low monthly rate and low per minute rates. The International Long Distance Value Plan offers discounted long distance rates to more than 200 countries from your plan's coverage area. International Long Distance Value Plan rates differ based on whether the call terminates at a landline number (Landline Terminating - LT) or a mobile number (Mobile Terminating - MT). LT/MT rates can be found at www.verizonwireless.com/international

International Text Messaging - Verizon Wireless subscribers can exchange international text messages from their Verizon Wireless devices with customers of select carriers. For additional information, and a table of participating countries and carriers, visit www.vtext.com.

Traveling Outside the United States

When your mobile workers are out of the country, they don't have to be out of touch with the office. Our Global Solutions offer international calling options as well as email and high-speed wireless data access.

International CDMA Roaming - Using their existing Verizon wireless phones, your employees can make calls from more than 30 countries including certain parts of Aruba, Bahamas, Bangladesh, Barbados, Belize, Bermuda, British Virgin Islands, Canada, Cayman Islands, China, Dominican Republic, Ecuador, Guam, Hong Kong, India, Indonesia, Israel, Jamaica, Japan, Macau, Mexico, Northern Mariana Islands [Saipan, Rota and Tinian], Puerto Rico, South Korea, St. Kitts and Nevis, St. Lucia, Taiwan, Ukraine, U.S. Virgin Islands and Venezuela.

Global Phone – For subscribers who need both domestic and international voice service, Verizon Wireless offers our Global Phone service. Global Phone enables subscribers to roam internationally on both CDMA and GSM networks using one phone and one phone number. Global Phone is available in more than 220 countries, including GSM and CDMA networks around the world. Global Phone devices will not, however, operate on GSM networks in the United States.

Global Messaging - Text messages while roaming internationally do not decrement from your employees' domestic text messaging allowance. The ability to send or receive messages while traveling internationally may vary by country and by carrier. Please note that texting while in Canada, Puerto Rico and the U.S. Virgin Islands is treated the same as texting in the domestic U.S.

Global Data Options - Keep your mobile workers connected to corporate email and data access while traveling internationally with our Global Data Feature. Your international travelers can stay connected in the most frequently visited business countries around the world with our Global Data Feature, which runs on high-speed networks in over 205 countries throughout Europe, Asia, Australia, and Africa. With our Global Data Feature, your employees can quickly and easily download complex files and large email attachments on the go. We offer a number of connectivity options to access the Internet while traveling globally. Your employees can select from global-ready Smartphones, USB modems and select Mobile Broadband Built-In notebooks/netbooks. Your employees will receive alerts at set usage amounts and your SPOC will receive a daily email that includes a list of MDNs that have exceeded a data roaming alert threshold.

Global Travel – Your employees can temporarily use our current global devices when traveling for 21 or fewer days to a country where CDMA coverage is not available. There are no deposit or daily fees. Subscribers will be charged for voice calls at the Global Phone rate. Global Data Feature are also available for short term trips of 21 days or less to supported GSM countries.

SECTION IV – ACCOUNT MANAGEMENT

A. Points of Contact

Sales Support

The national and local account team members set forth below will serve as the County's primary point of contact during normal business hours to address issues, concerns and wireless communications objectives. The local team member may be available for on-site support, training demos, and product updates.

Name: John Clawson
Title: Government Account Manager
Address: 500 Technology Drive
Weldon Springs, MO 63304
Telephone: (314) 791-5909
Email: john.clawson@verizonwireless.com

Customer Support

In addition, Verizon Wireless' Government Customer Operations (GCO) in Laurel, MD is dedicated to all accounts under the Federal Government sector, local and state government nationwide and will work closely with the County and the Government Account Manager to ensure effective account implementation, timely order fulfillment, account maintenance and quality assurance. The GCO is a group of lead coordinators who provide a single point of contact for Government customers nationwide. This organization looks forward to serving the County needs and can be reached at a dedicated, toll-free number, 1-800-295-1614, Monday through Friday, 7:00 AM - 11:00 PM EST.

The GCO coordinators are trained in customer care, account management, sales support and multiple billing systems to provide our customers and sales teams with the following types of support:

- Analyze, research and resolve billing, service and equipment inquiries and any necessary adjustments
- Explain features and benefits of products and services
- Troubleshoot service and equipment issues
- Process orders, activations, disconnects, suspension requests
- Price plan analysis and changes
- Scheduling installation and/or repair appointments
- Contract adherence and maintenance

Technical Support

Verizon Wireless provides technical support to troubleshoot and to help resolve technical-related issues. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week. This group of professional specialists can be reached through the GCO's toll free number or toll and airtime free by dialing 611 or *611 from the wireless phone.

B. Billing

Verizon Wireless offers My Business Account to assist our Government customers in managing their wireless usage, evaluating trends and creating reports. My Business Account is designed in an easy-to-use, accessible format. Government customers can manipulate and export data into their agency's required formats through the use of Microsoft applications.

With My Business Account you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number.

- View individual phone information, such as airtime usage and call detail.
- Modify mobile number information to allow for specific, customized analysis.

My Business Account provides a number of comprehensive reports, such as:

- Account Reports - These reports can provide information on multiple or individual accounts.

20 Longest Calls	Cost Summary by Call Type
20 Most Expensive Calls	Cost Summary By Month
20 Most Called Numbers	Cost Summary By Time Period
20 Most Expensive Called Numbers	Summary Usage
20 Most Called Countries	

- Wireless Number Report - These reports can provide usage and cost information for a single MDN.

Top 10 Most Expensive Calls	Calls By Call Origination
20 Most Dialed Calls	Charges By Call Origination
Calls By Call Type	Minutes By Call Origination
Charges By Call Type	1. Calls By Rate Period
Minutes By Call Type	2. Charges By Rate Period
Minutes by Destination	3. Calls By Destination
Minutes By Rate Period	4. Device Report ⁸

- Advanced reports are also available.

Additional Charges	National Mobile to Mobile Calling/Mobile to Mobile Network Report
Airtime Charges Detail	Memo Bill
Airtime Charges Summary	Monthly Usage
Call Detail	View Structure
Data Usage	Top 20 Out of Network Calls
Deactivated Mobile Number Report	Suspended Mobile Number Report
Grand Total	Global Summary Report
Raw Data Download [available by request]	

Raw Data Download

If the County would like to create custom reports, the raw data from your bills is available online. Raw data download (RDD) is a representation of your Verizon Wireless bills and does not include any of the reporting structures the County designs in My Business Account. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement.
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement.
- Account and Wireless Summary - Represents the wireless number summary section of a statement.
- Wireless Usage Detail - Represents the usage section of a statement.

RDD is available after the bill statement date for the account with the latest bill cycle. For example:

⁸ Device report includes user name, wireless number, make/model of device, and upgrade eligibility date.

- If the County has four accounts, each with the following differing statement dates: the 1st, 6th, 15th and 28th of the month, RDD should be available around the 7th of the next month.
- If the County has accounts, all with the same statement date, for example the 6th of the month, RDD should be available on the 13th of the month.

While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available. Your Government Account Manager can provide further details.

Detailed Billing

In addition, Verizon Wireless provides detailed billing at no additional charge for government customers. A detailed bill will show all charges pertaining to each mobile telephone. In addition, all outbound calls will show the number dialed, time, date and minutes used. Inbound calls will only show the time, date and minutes used.

C. Implementation Timeline

Verizon Wireless Federal Government Operations Team is experienced in account conversion. Verizon Wireless will coordinate closely with the County to ensure the work effort of implementation and migration to Verizon Wireless service is a smooth process. Migration would include activations, equipment provisioning, training, the establishment of a process flow for controls and procedures for purchases, billing format, reporting options, and notification to both organizations in performance of the contract.

Verizon Wireless has several methods of performing mass conversions, and will let the County decide the best method for their offices. In select areas and depending on the number of conversions to our network, Verizon Wireless can arrange for on-site installation services to replace or convert cellular phones, during regular business hours Monday-Friday, 8:30a.m. – 4:30 p.m. Verizon Wireless will make commercially reasonable accommodations to arrange the County's installation requirements, whenever possible, at no additional cost.

The Government Account Manager (GAM) will work with the County to establish a comprehensive plan designed to meet the County's requirements. The implementation plan will include but not be limited to:

1. GAM will meet with the County to gain an understanding of the current cellular usage and future needs to determine price plans and phone options. (Trial demo phones if needed)
2. GAM will work with the County to determine conversion plan. Re-evaluate plan as necessary to ensure minimal work force disruption.
3. The County will provide list of existing numbers to port from other carriers.
4. Review "management team" Initial meeting of introduction.
5. Product and VZW services training. (Phone features and Voice features such as voice mail, call forwarding etc.)
6. Provide escalation list to key contacts. This sheet lists all the groups necessary to manage your account. To include adding or making changes to vendor services.
7. Follow up with initial roll out, adjust as necessary.
8. Explain initial billing and available detail call reports, schedule quarterly account review. Provide price plan recommendations based on actual usage. Provide updates on new products and services offered by Verizon Wireless. Review quality assurance plan. Provide customize reports as required.

Note: Verizon Wireless will make available all service plan and/or feature changes (if necessary) in accordance with the resulting contract within 30-60 days of final execution of the resulting contract. This only applies to new or non-standard price plans not currently offered under Verizon Wireless' GSA FSS contract.

D. Local Number Portability

Verizon Wireless led the wireless industry by supporting Local Number Portability (LNP), which enables wireless subscribers to retain their mobile numbers when switching their wireless service providers, even before the FCC mandated it. Verizon Wireless upgraded its network, trained and educated its employees on LNP, and staffed a new state-of-the-art call center to handle LNP requests. Since LNP became available, wireless subscribers from coast-to-coast have enjoyed the freedom to move their phone numbers to other wireless carriers, and they have overwhelmingly chosen Verizon Wireless as their new carrier.

To port lines in to Verizon Wireless, a subscriber will need to provide the billing name and address, the account number from the old carrier and their organization's federal tax ID number. It is important that the existing service not be cancelled before Verizon Wireless begins the porting process. Once Verizon Wireless has all of the required information, it will submit the port requests for those lines.

Any number that a subscriber wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and Verizon Wireless must be licensed to provide service in that area) and the number must be active with the old wireless carrier.

A single wireless-to-wireless port is typically accomplished between three (3) hours and one (1) day. Landline-to-wireless ports typically occur within four (4) days. Please note: Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old wireless carrier.

During the porting process, subscribers may occasionally have no service on their handsets while the Mobile Telephone Number (MTN) is being transferred between carriers. Verizon Wireless cannot provide service until the MTN has been activated on the Verizon Wireless network. At the same time, the incumbent carrier may have disconnected service from the incumbent network.

Verizon Wireless does not currently charge a fee for porting numbers to or from our service. Important Note: Any subscriber who ports a line from Verizon Wireless to another carrier will be responsible for any accrued charges, and any applicable early termination fee, if ported before the end of their line term commitment.

For more information, please visit:

<http://www.verizonwireless.com/b2c/LNPControllerServlet?zipcode=10701&market=10701>

E. Operational Changes

Designated representatives from the County will be authorized to make calling plan and other changes for the County's Government Subscribers. The authorized representatives will be able to change rate plans among those eligible rate plans indicated in the Verizon Wireless Pricing Offer, provided they have met the requirements of the plan terms and conditions. The individuals authorized to make rate plan changes may contact the Government Account Manager to review and make the change. Additionally, the authorized representative of the County may make certain other changes consistent with the Government Account Program. There is no early termination fee charged under the GSA Federal Supply Schedule.

SECTION V - EXHIBITS - CERTIFICATE OF INSURANCE AND TAX RECEIPTS

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/24/2013															
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																			
PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA			CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No): (800) 363-0105 E-MAIL ADDRESS:																
INSURED Cellco Partnership d/b/a Verizon Wireless One Verizon Way Basking Ridge NJ 07920-1097 USA			INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: New Hampshire Ins Co</td> <td>23841</td> </tr> <tr> <td>INSURER C: Illinois National Insurance Co</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: New Hampshire Ins Co	23841	INSURER C: Illinois National Insurance Co	23817	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #																		
INSURER A: National Union Fire Ins Co of Pittsburgh	19445																		
INSURER B: New Hampshire Ins Co	23841																		
INSURER C: Illinois National Insurance Co	23817																		
INSURER D:																			
INSURER E:																			
INSURER F:																			
COVERAGES CERTIFICATE NUMBER: 570050374756 REVISION NUMBER:																			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested</p>																			
INSR LTR	TYPE OF INSURANCE	ADDITIONAL RISKS	SUBS WVD	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY EXPIRATION (MM/DD/YYYY)	LIMITS												
A	GENERAL LIABILITY			5094699	06/30/2013	06/30/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMOD AGG \$2,000,000												
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY																		
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR																		
	<input checked="" type="checkbox"/> XCU included																		
	GEN'L AGGREGATE LIMIT APPLIES PER																		
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC																		
A	AUTOMOBILE LIABILITY			5196456	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000												
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	06/30/2013	06/30/2014	BODILY INJURY (Per person)												
A	ALL OWNED AUTOS			MA	06/30/2013	06/30/2014	BODILY INJURY (Per accident)												
	SCHEDULED AUTOS			5196457	06/30/2013	06/30/2014	PROPERTY DAMAGE (Per accident)												
	HIRED AUTOS			VA															
	UMBRELLA LIAB						EACH OCCURRENCE												
	EXCESS LIAB						AGGREGATE												
	DED																		
	RETENTION																		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			049901115	06/30/2013	06/30/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER												
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NY)			AOS	06/30/2013	06/30/2014	E.L. EACH ACCIDENT \$1,000,000												
	If yes, describe under DESCRIPTION OF OPERATIONS below			049901116			E.L. DISEASE-EA EMPLOYEE \$1,000,000												
				CA			E.L. DISEASE-POLICY LIMIT \$1,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																			
Evidence of Insurance																			
CERTIFICATE HOLDER Evidence of Insurance One Verizon Way Basking Ridge NJ 07920 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast Inc															

Holder Identifier :

Certificate No : 570050374756



ACORD 25 (2010/05)

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Tax Receipts 2011

Proprietary and Confidential

**Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050**

**Information for Parcel 02-9.0-30.0-0-001-022.T, Tax Year 2011 Payable December 31,
2011**

Generated 5/1/2014 at 14:13:39

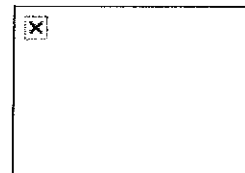
Parcel Information

Parcel Number: 02-9.0-30.0-0-001-022.T

Owner's Name: VERIZON WIRELESS ATTN: NETWORK

Mailing Address: PO BOX 7028
BEDMINSTER, NJ 07921

Site Address:

**Prop Class:** Commercial**Occupancy:** T-Tower**School:** SCHC6**Fire:** FIRHR**Ambulance:** AMBNJ**Road:** ROAD**City:**

Payments	
Tax Billed	\$1,103.24
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$1,103.24
Amount Paid	\$1,103.24
Total Unpaid	\$0.00
Date Paid	12/30/2011
Paid By	VERIZON WIRELESS ATTN: NETWORK

Payment History		
Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$1,109.65	\$1,109.65
2012	\$1,104.34	\$1,104.34
2011	\$1,103.24	\$1,103.24
2010	\$1,098.96	\$1,098.96
2009	\$1,086.43	\$1,086.43
2008	\$1,087.57	\$1,087.57
2007	\$1,215.01	\$1,215.01
2006	\$1,084.79	\$1,084.79

Legal Descriptions

Legal Description					
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Legal Descriptions

TOWER SITE WGL HIGH RIDGE 4641 ROCK CREEK RD	Section/Township/Range 30 43 5	Plat Document Number	Plat Book	Plat Page	Plat Date
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Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
VERIZON WIRELESS ATTN: NETWORK	Property Owner				

Site Addresses

Taxing Bodies

District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.5440	\$82.14
JEFFERSON COLLEGE	0.3362	\$50.77
COUNTY TAX	0.0330	\$4.98
HIGH RIDGE FIRE	0.8453	\$127.64
HEALTH UNIT TAX	0.0742	\$11.20
LIBRARY / C1 & C6	0.1740	\$26.27
MENTAL HEALTH TAX	0.0929	\$14.03
PARK TAX	0.0279	\$4.21
ROAD & BRIDGE TAX	0.2115	\$31.94
FOX SCHOOL	4.6044	\$695.26
JC DEV DISABILITIES	0.0929	\$14.03
STATE TAX	0.0300	\$4.53
MERCHANT SUR TAX	0.2400	\$36.24
Total	7.3063	\$1,103.24

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	0	0	47,188	15,100	47,188	15,100
Form 11a	0	0	47,188	15,100	47,188	15,100
Prior Year	0	0	47,188	15,100	47,188	15,100

Images

No Images found.

Tax Receipts 2012

Proprietary and Confidential

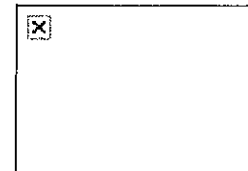
**Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050**

**Information for Parcel 02-9.0-30.0-0-001-022.T, Tax Year 2012 Payable December 31,
2012**

Generated 5/1/2014 at 14:12:52

Parcel Information

Parcel Number: 02-9.0-30.0-0-001-022.T
Owner's Name: VERIZON WIRELESS ATTN: NETWORK
Mailing Address: PO BOX 2549
ADDISON, TX 75001
Site Address:



Prop Class: Commercial

Occupancy: T-Tower

School: SCHC6

Fire: FIRHR

Ambulance: AMBNJ

Road: ROAD

City:

Payments	
Tax Billed	\$1,104.34
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$1,104.34
Amount Paid	\$1,104.34
Total Unpaid	\$0.00
Date Paid	12/31/2012
Paid By	VERIZON WIRELESS

Payment History		
Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$1,109.65	\$1,109.65
2012	\$1,104.34	\$1,104.34
2011	\$1,103.24	\$1,103.24
2010	\$1,098.96	\$1,098.96
2009	\$1,086.43	\$1,086.43
2008	\$1,087.57	\$1,087.57
2007	\$1,215.01	\$1,215.01
2006	\$1,084.79	\$1,084.79

Legal Descriptions					
Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER SITE WGL HIGH RIDGE 4641 ROCK CREEK RD	30 43 5				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
VERIZON WIRELESS ATTN: NETWORK	Property Owner				
VERIZON WIRELESS ATTN: NETWORK	Property Owner				

Site Addresses

Taxing Bodies

District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.5441	\$82.16
JEFFERSON COLLEGE	0.3386	\$51.13
COUNTY TAX	0.0315	\$4.76
HIGH RIDGE FIRE	0.8361	\$126.25
HEALTH UNIT TAX	0.0747	\$11.28
LIBRARY / C1 & C6	0.1748	\$26.39
MENTAL HEALTH TAX	0.0935	\$14.12
PARK TAX	0.0279	\$4.21
ROAD & BRIDGE TAX	0.2115	\$31.94
FOX SCHOOL	4.6173	\$697.21
JC DEV DISABILITIES	0.0935	\$14.12
STATE TAX	0.0300	\$4.53
MERCHANT SUR TAX	0.2400	\$36.24
Total	7.3135	\$1,104.34

Lt. Commercial Utility Build. (Structure 1 of 1)

Property Type	Description	Total Living Area (sq. ft.)	Year Built
COM - Commercial	Lt. Commercial Utility Build.	0	1999
Basement			
	100.00		
Section 1			
	100.00	Base Cost	400.00
Exterior Walls	400.00	tower 175'	175.00
Area(Square Ft.)			

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	47,299	15,100	47,300	15,100
Form 11a	1	0	47,299	15,100	47,300	15,100
Form 11	1	0	47,299	15,100	47,300	15,100
Prior Year	0	0	47,188	15,100	47,188	15,100

Images

No images found.

Tax Receipts 2013

Proprietary and Confidential

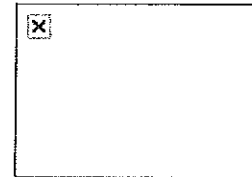
Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 02-9.0-30.0-0-001-022.T, Tax Year 2013 Payable December 31,
2013

Generated 5/1/2014 at 14:11:54

Parcel Information

Parcel Number: 02-9.0-30.0-0-001-022.T
Owner's Name: VERIZON WIRELESS ATTN: NETWORK
Mailing Address: PO BOX 2549
ADDISON, TX 75001
Site Address: 4605 W ROCK CREEK RD
HIGH RIDGE, MO 63049

**Prop Class:** Commercial**Occupancy:** T-Tower**School:** SCHC6**Fire:** FIRHR**Ambulance:** AMBNJ**Road:** ROAD**City:**

Payments	
Tax Billed	\$1,109.65
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$1,109.65
Amount Paid	\$1,109.65
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History		
Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$1,109.65	\$1,109.65
2012	\$1,104.34	\$1,104.34
2011	\$1,103.24	\$1,103.24
2010	\$1,098.96	\$1,098.96
2009	\$1,086.43	\$1,086.43
2008	\$1,087.57	\$1,087.57
2007	\$1,215.01	\$1,215.01
2006	\$1,084.79	\$1,084.79

Legal Descriptions					
Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER SITE WGL HIGH RIDGE 4641 ROCK CREEK RD	30 43 5				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
VERIZON WIRELESS ATTN: NETWORK	Property Owner				

Site Addresses

House Number 4605	House Number Suffix	Street Name W ROCK CREEK RD	
City HIGH RIDGE	State MO	Zip Code 63049	Location

Taxing Bodies

District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.5447	\$82.25
JEFFERSON COLLEGE	0.3402	\$51.37
COUNTY TAX	0.0290	\$4.38
HIGH RIDGE FIRE	0.8358	\$126.21
HEALTH UNIT TAX	0.0750	\$11.33
LIBRARY / C1 & C6	0.1764	\$26.64
MENTAL HEALTH TAX	0.0939	\$14.18
PARK TAX	0.0280	\$4.23
ROAD & BRIDGE TAX	0.2118	\$31.98
FOX SCHOOL	4.6499	\$702.13
JC DEV DISABILITIES	0.0939	\$14.18
STATE TAX	0.0300	\$4.53
MERCHANT SUR TAX	0.2400	\$36.24
Total	7.3486	\$1,109.65

Lt. Commercial Utility Build. (Structure 1 of 1)

Property Type	Description	Total Living Area (sq. ft.)	Year Built
COM - Commercial	Lt. Commercial Utility Build.	0	1999
Basement			
	100.00		
Section 1			
	100.00	Base Cost	400.00
Exterior Walls	400.00	tower 175'	175.00
Area(Square Ft.)			

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	47,299	15,100	47,300	15,100
Form 11a	1	0	47,299	15,100	47,300	15,100
Form 11	1	0	47,299	15,100	47,300	15,100
Prior Year	1	0	47,299	15,100	47,300	15,100

Images

No Images found.

Proprietary and Confidential

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 12-5.0-22.0-0-000-029.T, Tax Year 2013 Payable December 31,
2013

Generated 5/12/2014 at 14:21:23

Parcel Information

Parcel Number: 12-5.0-22.0-0-000-029.T

Owner's Name: VERIZON WIRELESS

Mailing Address: PO BOX 2549
ADDISON, TX 75001

Site Address: 5266 HAYDEN RD
HILLSBORO, MO 63050

Prop Class: Commercial

Occupancy: T-Tower

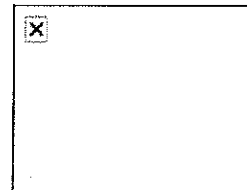
School: SCHR3

Fire: FIRGF

Ambulance: AMBVA

Road: ROAD

City:

**Payments**

Tax Billed	\$2,656.75
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$2,656.75
Amount Paid	\$2,656.75
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History

Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$2,656.75	\$2,656.75
2012	\$2,657.55	\$2,657.55
2011	\$2,611.64	\$2,611.64

Legal Descriptions

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER 5266 HAYDEN RD VERIZON # KNKA234	22 41 4				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
VERIZON WIRELESS	Property Owner				
VERIZON WIRELESS	Property Owner				

Related Names

Site Addresses

House Number 5266	House Number Suffix	Street Name HAYDEN RD	
City HILLSBORO	State MO	Zip Code 63050	Location

Taxing Bodies

District	Tax Rate	Extension
VALLE AMBULANCE	0.4521	\$165.92
JEFFERSON COLLEGE	0.3402	\$124.85
COUNTY TAX	0.0290	\$10.64
GOLDMAN FIRE	0.9379	\$344.21
HEALTH UNIT TAX	0.0750	\$27.53
MENTAL HEALTH TAX	0.0939	\$34.46
PARK TAX	0.0280	\$10.28
ROAD & BRIDGE TAX	0.2118	\$77.73
HILLSBORO SCHOOL	4.7073	\$1,727.58
JC DEV DISABILITIES	0.0939	\$34.46
STATE TAX	0.0300	\$11.01
MERCHANT SUR TAX	0.2400	\$88.08
Total	7.2391	\$2,656.75

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	114,799	36,700	114,800	36,700
Form 11a	1	0	114,799	36,700	114,800	36,700
Form 11	1	0	114,799	36,700	114,800	36,700
Prior Year	1	0	114,799	36,700	114,800	36,700

Proprietary and Confidential

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 06-3.0-07.0-0-000-001.01T, Tax Year 2013 Payable December 31, 2013

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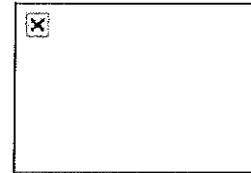
Parcel Information

Parcel Number: 06-3.0-07.0-0-000-001.01T

Owner's Name: VERIZON WIRELESS

Mailing Address: PO BOX 2549
ADDISON, TX 75001

Site Address:



Prop Class: Commercial

Occupancy: T-Tower

School: SCHR1

Fire: FIRCH

Ambulance: AMBBR

Road: ROAD

City:

Payments

Tax Billed	\$2,163.87
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$2,163.87
Amount Paid	\$2,163.87
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History

Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$2,163.87	\$2,163.87
2012	\$2,140.19	\$2,140.19
2011	\$2,116.55	\$2,116.55
2010	\$2,116.15	\$2,116.15
2009	\$2,105.56	\$2,105.56

Legal Descriptions

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER 10301 APKE RD	07 42 3				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date

Related Names

VERIZON WIRELESS	Property Owner			
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Site Addresses

Taxing Bodies

District	Tax Rate	Extension
BIG RIVER AMBULANCE	0.3192	\$97.36
JEFFERSON COLLEGE	0.3402	\$103.76
COUNTY TAX	0.0290	\$8.85
CEDAR HILL FIRE	0.8742	\$266.63
HEALTH UNIT TAX	0.0750	\$22.88
LIBRARY / R1	0.1910	\$58.26
MENTAL HEALTH TAX	0.0939	\$28.64
PARK TAX	0.0280	\$8.54
ROAD & BRIDGE TAX	0.2118	\$64.60
NORTHWEST SCHOOL	4.5684	\$1,393.36
JC DEV DISABILITIES	0.0939	\$28.64
STATE TAX	0.0300	\$9.15
MERCHANT SUR TAX	0.2400	\$73.20
Total	7.0946	\$2,163.87

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	95,299	30,500	95,300	30,500
Form 11a	1	0	95,299	30,500	95,300	30,500
Form 11	1	0	95,299	30,500	95,300	30,500
Prior Year	1	0	95,299	30,500	95,300	30,500

Proprietary and Confidential

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 06-3.0-07.0-0-000-001.01T, Tax Year 2013 Payable December 31, 2013

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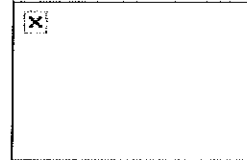
Parcel Information

Parcel Number: 06-3.0-07.0-0-000-001.01T

Owner's Name: VERIZON WIRELESS

Mailing Address: PO BOX 2549
ADDISON, TX 75001

Site Address:



Prop Class: Commercial

Occupancy: T-Tower

School: SCHR1

Fire: FIRCH

Ambulance: AMBBR

Road: ROAD

City:

Payments	
Tax Billed	\$2,163.87
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$2,163.87
Amount Paid	\$2,163.87
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History

Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$2,163.87	\$2,163.87
2012	\$2,140.19	\$2,140.19
2011	\$2,116.55	\$2,116.55
2010	\$2,116.15	\$2,116.15
2009	\$2,105.56	\$2,105.56

Legal Descriptions

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER 10301 APKE RD	07 42 3				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date

Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 02-9.0-32.0-0-000-013.T, Tax Year 2013 Payable December 31,
2013

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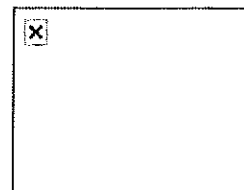
Parcel Information

Parcel Number: 02-9.0-32.0-0-000-013.T

Owner's Name: VERIZON WIRELESS ATTN: FULKS N

Mailing Address: PO BOX 2549
ADDISON, TX 75001

Site Address: 3716 KOVARIK LN
IMPERIAL, MO 63052



Prop Class: Commercial

Occupancy: T-Tower

School: SCHC6

Fire: FIRSA

Ambulance: AMBRA

Road: ROAD

City:

Payments

Tax Billed	\$2,293.03
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$2,293.03
Amount Paid	\$2,293.03
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History

Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$2,293.03	\$2,293.03
2012	\$2,282.41	\$2,282.41
2011	\$2,253.73	\$2,253.73
2010	\$2,249.59	\$2,249.59
2009	\$2,234.17	\$2,234.17

Legal Descriptions

Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER SITE KOVARIK LN HIGH RIDGE SOUTHEAST	32 43 5				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
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Related Names

VERIZON WIRELESS ATTN: FULKS N	Property Owner			
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Site Addresses

House Number 3716	House Number Suffix	Street Name KOVARIK LN	
City IMPERIAL	State MO	Zip Code 63052	Location

Taxing Bodies

District	Tax Rate	Extension
ROCK AMBULANCE	0.2100	\$64.05
JEFFERSON COLLEGE	0.3402	\$103.76
COUNTY TAX	0.0290	\$8.85
SALINE VALLEY FIRE	1.3400	\$408.70
HEALTH UNIT TAX	0.0750	\$22.88
LIBRARY / C1 & C6	0.1764	\$53.80
MENTAL HEALTH TAX	0.0939	\$28.64
PARK TAX	0.0280	\$8.54
ROAD & BRIDGE TAX	0.2118	\$64.60
FOX SCHOOL	4.6499	\$1,418.22
JC DEV DISABILITIES	0.0939	\$28.64
STATE TAX	0.0300	\$9.15
MERCHANT SUR TAX	0.2400	\$73.20
Total	7.5181	\$2,293.03

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	95,199	30,500	95,200	30,500
Form 11a	1	0	95,199	30,500	95,200	30,500
Form 11	1	0	95,199	30,500	95,200	30,500
Prior Year	1	0	95,199	30,500	95,200	30,500

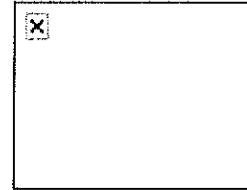
Jefferson County Missouri
Jefferson County Administration Center
729 Maple Street
Hillsboro, MO 63050

Information for Parcel 02-9.0-30.0-0-001-022.T, Tax Year 2013 Payable December 31,
2013

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Parcel Information

Parcel Number: 02-9.0-30.0-0-001-022.T
Owner's Name: VERIZON WIRELESS ATTN: NETWORK
Mailing Address: PO BOX 2549
ADDISON, TX 75001
Site Address: 4605 W ROCK CREEK RD
HIGH RIDGE, MO 63049



Prop Class: Commercial **Occupancy:** T-Tower
School: SCHC6 **Fire:** FIRHR **Ambulance:** AMBNJ **Road:** ROAD **City:**

Payments	
Tax Billed	\$1,109.65
Penalty Billed	\$0.00
Cost Billed	\$0.00
Total Billed	\$1,109.65
Amount Paid	\$1,109.65
Total Unpaid	\$0.00
Date Paid	12/23/2013
Paid By	VERIZON WIRELESS

Payment History		
Tax Year	Total Due	Total Paid
2014	\$0.00	\$0.00
2013	\$1,109.65	\$1,109.65
2012	\$1,104.34	\$1,104.34
2011	\$1,103.24	\$1,103.24
2010	\$1,098.96	\$1,098.96
2009	\$1,086.43	\$1,086.43
2008	\$1,087.57	\$1,087.57
2007	\$1,215.01	\$1,215.01
2006	\$1,084.79	\$1,084.79

Legal Descriptions					
Legal Description	Section/Township/Range	Plat Document Number	Plat Book	Plat Page	Plat Date
TOWER SITE WGL HIGH RIDGE 4641 ROCK CREEK RD	30 43 5				

Related Names

Name	Relationship	Deed Document Number	Deed Book	Deed Page	Deed Date
VERIZON WIRELESS ATTN: NETWORK	Property Owner				

Site Addresses

House Number	House Number Suffix	Street Name	
4605		W ROCK CREEK RD	
City	State	Zip Code	Location
HIGH RIDGE	MO	63049	

Taxing Bodies


District	Tax Rate	Extension
NORTH JEFFERSON AMB	0.5447	\$82.25
JEFFERSON COLLEGE	0.3402	\$51.37
COUNTY TAX	0.0290	\$4.38
HIGH RIDGE FIRE	0.8358	\$126.21
HEALTH UNIT TAX	0.0750	\$11.33
LIBRARY / C1 & C6	0.1764	\$26.64
MENTAL HEALTH TAX	0.0939	\$14.18
PARK TAX	0.0280	\$4.23
ROAD & BRIDGE TAX	0.2118	\$31.98
FOX SCHOOL	4.6499	\$702.13
JC DEV DISABILITIES	0.0939	\$14.18
STATE TAX	0.0300	\$4.53
MERCHANT SUR TAX	0.2400	\$36.24
Total	7.3486	\$1,109.65

Lt. Commercial Utility Build. (Structure 1 of 1)

Property Type	Description	Total Living Area (sq. ft.)	Year Built
COM - Commercial	Lt. Commercial Utility Build.	0	1999
Basement			
	100.00		
Section 1			
	100.00	Base Cost	400.00
Exterior Walls	400.00	tower 175'	175.00
Area(Square Ft.)			

Assessments

Assessment Period	Appraised Land	Assessed Land	Appraised Building	Assessed Building	Appraised Total	Assessed Total
Final Value	1	0	47,299	15,100	47,300	15,100
Form 11a	1	0	47,299	15,100	47,300	15,100
Form 11	1	0	47,299	15,100	47,300	15,100
Prior Year	1	0	47,299	15,100	47,300	15,100

Bidders Initials: 

State of Missouri
Missouri Retail Sales License

LICENSEE:

VERIZON WIRELESS
901 NE CORONADO DRIVE
BLUE SPRINGS MO 64014
VERIZON WIRELESS VAW LLC

LICENSE ISSUED:

JUNE 07, 2011

CELLCO PARTNERSHIP

MISSOURI TAX IDENTIFICATION NUMBER: 17387591

THE ISSUANCE OF THIS LICENSE IS CONTINGENT UPON THE LICENSEE'S COMPLIANCE IN ALL RESPECTS WITH THE REQUIREMENTS OF CHAPTER 144 RSMO, AND THE RULES PROMULGATED THEREUNDER.

THIS LICENSE IS VALID UNTIL CANCELLED AND SURRENDERED BY THE LICENSEE OR REVOKED BY THE DIRECTOR OF REVENUE.

THIS LICENSE MUST BE PROMINENTLY DISPLAYED IN THE PLACE OF BUSINESS.

DIRECTOR OF REVENUE

Alfred B. Scott

THIS BUSINESS IS REGISTERED INSIDE THE CITY LIMITS OF
BLUE SPRINGS IN THE COUNTY OF JACKSON AND YOU ARE
LIABLE TO COLLECT AND REMIT ALL APPLICABLE STATE AND LOCAL SALES
TAXES.

THIS LICENSE IS NOT ASSIGNABLE OR TRANSFERABLE

cb760299

AFFIDAVIT OF WORK AUTHORIZATION AND E-VERIFICATION MEMORANDUM OF UNDERSTANDING

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Tracey J. Jackson (Name of Business Entity Authorized Representative) as Director - Talent Acquisition (Position/Title) first being duly sworn on my oath, affirm Cellco Partnership d/b/a Verizon Wireless (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Jefferson County Sheriff's Office (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Cellco Partnership d/b/a Verizon Wireless (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to Jefferson Co. Sheriff's Office (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Tracey J. Jackson
Authorized Representative's Signature

Tracey J. Jackson
Printed Name

Director - Talent Acquisition
Title

5.2.14
Date

Subscribed and sworn to before me this 2nd of 5th 2014. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of Somerset, State of
(NAME OF COUNTY)

New Jersey
(NAME OF STATE)

and my commission expires on _____
(DATE)

CORINNE E. MONTGOMERY
Notary Public of New Jersey
Commission Expires 11/25/2018

Corinne E. Montgomery
Signature of Notary

5/2/14
Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that Cellco Partnership d/b/a Verizon Wireless (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Tracey J. Jackson

Authorized Business Entity
Representative's Name
(Please Print)

Tracey Jackson

Authorized Business Entity
Representative's Signature

Cellco Partnership d/b/a Verizon Wireless
Business Entity Name

5/2/2014
Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- ☒ Enroll and participate in the E-Verify federal work authorization program
(Website: <http://www.dhs.gov/e-verify>;
Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of Cellco Partnership D/B/A Verizon Wireless (Employer) in order to confirm the employment eligibility of all newly hired employees of Cellco Partnership D/B/A Verizon Wireless (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to establish a means of automated confirmation that is designed (in conjunction with the Department of Homeland Security's automated system if necessary) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
5. SSA agrees to establish a means of secondary confirmation (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to SSA, unless it determines that more than 10 days may be necessary. In such cases, SSA will provide additional confirmation instructions.

B. RESPONSIBILITIES OF THE DHS-USCIS

1. Upon completion of the Form I-9 by the employee and the Employer, and completion by the Designated Agent of SSA confirmation procedures required prior to initiation of DHS-USCIS confirmation procedures, DHS-USCIS agrees to provide the Designated Agent on behalf of the Employer access to selected data from the DHS-USCIS' database to enable the Designated Agent to conduct automated confirmation checks on newly hired alien employees by electronic means.
2. DHS-USCIS agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS-USCIS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS-USCIS representatives to be contacted during participation in E-Verify, including one or more individuals in each DHS-USCIS district office covering an area in which the Employer hires employees covered by this MOU.
3. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, E-Verify and the Designated Agent E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS-USCIS, including restrictions on use of E-Verify procedures. DHS-USCIS agrees to provide training materials on E-Verify.

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

4. DHS-USCIS agrees to provide to the Employer, through the Designated Agent, a notice, which indicates the employer's participation in E-Verify. DHS-USCIS also agrees to provide to the Employer, through the Designated Agent, anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS-USCIS agrees to issue the Designated Agent a user identification number and password that will be used exclusively to access the confirmation system for the Employer. This user identification number and password will permit the Designated Agent, on behalf of the Employer, to verify information provided by newly hired employees.
6. DHS-USCIS agrees to safeguard the information provided to DHS-USCIS by the Employer, and to limit access to such information to individuals responsible for the confirmation of alien employment eligibility and for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and federal criminal laws, and to ensure accurate wage reports to the SSA.
7. DHS-USCIS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS-USCIS agrees to establish a means of secondary confirmation (including updating DHS-USCIS records as may be necessary) for employees who contest DHS-USCIS tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS-USCIS, unless it determines that more than 10 days may be necessary. In such cases, DHS-USCIS will provide additional confirmation instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

1. The Employer agrees to display the notices, described in paragraph B.4 above, and provided by the Designated Agent and displays them in a prominent place that is clearly visible to prospective employees.

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

2. The Employer agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to obtain the E-Verify Manual from the Designated Agent and become familiar with such manual.
4. The Employer agrees to comply with established Form I-9 procedures, with one exception: When an employee presents a "List B" identity document, the Employer agrees that it will only accept "List B" documents that contain a photograph. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.)
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photographs, as described in paragraph 5 above; (2) a rebuttable presumption is established by section 403(b) of IIRIRA that the Employer has not violated section 274A(a)(1)(A) of the INA with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify the Department of Homeland Security if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify the Department of Homeland Security of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify shall be civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. The Department of Homeland Security reserves the right to conduct Form I-9 compliance inspections during participation in E-Verify, as well as to conduct any other enforcement activity authorized by law.

Company ID Number: 16269
Client Company ID Number: 111401

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

6. The Employer agrees to initiate E-Verify procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed) and to complete as many steps (but only as many) of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer, through the Designated Agent, will use the SSA verification procedures first, and will use DHS-USCIS verification procedures only as directed by the SSA verification response.
7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer will not verify selectively; it agrees to use E-Verify procedures for all new hires as long as this MOU is in effect. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. The Employer understands that should the Employer use E-Verify procedures for any purpose other than as authorized by this MOU and by law, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS-USCIS information pursuant to this MOU.
8. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS-USCIS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS-USCIS automated verification to verify work authorization, or a tentative nonconfirmation, does not mean and should not be interpreted as an indication that the employee is not work authorized.
9. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment practices because of his or her national origin or, in the case of a protected individual as defined in

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
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section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include discharging or refusing to hire eligible employees because of their foreign appearance or language, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Office of the Special Counsel for Immigration-Related Unfair Employment Practices, Civil Rights Division, U.S. Department of Justice at 1-800-255-7688 or 1-800-237-2515 (TDD).

10. The Employer agrees to record the case verification number on the employee's Form I-9 or to attach a printout of the screen containing the case verification number to the employee's Form I-9.
11. The Employer will refer individuals to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will resubmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
12. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer, through the Designated Agent, will make a second inquiry to the SSA database using E-Verify procedures within 10 Federal Government workdays after the date of the referral in order to obtain confirmation, or final nonconfirmation.
13. The Employer agrees that it will use the information it receives from the SSA or DHS-USCIS through its Designated Agent pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as User ID and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that

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it is not disseminated to any person other than employees of the Employer who need it to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA through its Designated Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to civil or criminal penalties.
15. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA other than the Social Security Number Card.
16. The Employer agrees to refer individuals to the DHS only when the response received from the DHS automated confirmation process indicates a tentative nonconfirmation, and the employee contests the tentative nonconfirmation. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
17. If the Employer receives a tentative nonconfirmation from the DHS-USCIS, the Employer will record the case verification number and date on the Form I-9 or print the screen showing the case verification number and attach the printout to the Form I-9, determine whether the employee contests the tentative nonconfirmation, and instruct an employee who contests to contact the DHS-USCIS to resolve the discrepancy within 8 Federal Government work days, using E-Verify procedures. The DHS-USCIS will electronically transmit the result of the referral to the Employer within 10 Federal Government workdays of the referral.
18. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify-related records, i.e., Forms I-9, SSA and DHS confirmation records, which were created during the Employer's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview the Employer, employees handling the program, and employees hired during participation in E-Verify concerning their experience with the pilot, and to make employment and E-Verify-related records available to DHS and the SSA, or their designated agents or designees.

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D. RESPONSIBILITIES OF THE DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and the DHS-USCIS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.
2. The Designated Agent agrees to become familiar with and comply with the E-Verify Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The Designated Agent agrees that all Designated Agent Representatives performing employment verification queries will complete the E-Verify Web-Based Tutorial.
4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The Designated Agent agrees to provide the Employer with the notices described in paragraph B.4. above.
6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA confirmation procedures first, and will use DHS-USCIS confirmation procedures only as directed by the SSA confirmation response.
7. The Designated Agent agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Designated Agent for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, and DHS confirmation records, that were created during the Designated Agent's participation in E-Verify. In addition, for the purpose of evaluating E-Verify, the Designated Agent agrees to allow DHS and SSA or their authorized agents or designees, to interview the Designated Agent and employees handling the program concerning their experience

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with the pilot, and to make E-Verify -related records available to DHS and the SSA,
or their designated agents or designees.

E. POINTS OF CONTACT:

You may call E-Verify toll free at 1-888-464-4218, or write to:

U.S. Citizenship and Immigration Services
Verification Division
470 L'Enfant Plaza, SW
Washington, DC 20024

F. OTHER PROVISIONS.

1. Nothing in this agreement shall be construed to supersede, conflict, or modify the employer's responsibilities under section 274A of the INA not to employ unauthorized aliens or to hire individuals without verifying identity and employment eligibility on Form I-9.
2. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS-USCIS or SSA. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
3. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability there from, including, but not limited to, any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
4. Each party understands that some or all SSA and DHS-USCIS responsibilities under this MOU may be performed by contractor(s).

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5. Each party understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

G. EFFECTIVE DATE. The terms of this agreement will become effective upon the signature of all parties, and shall continue in effect for as long as the SSA and the DHS-USCIS administer E-Verify.

H. MODIFICATION. This agreement may be modified upon the mutual written consent of all parties.

I. TERMINATION. This agreement may be terminated by any party upon 30 days prior written notice to the others. Termination by any party shall terminate the MOU as to all parties. The SSA or the DHS-USCIS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or the DHS-USCIS that there has been a breach of system integrity or security by Cellco Partnership D/B/A Verizon Wireless (Employer), or A-Check America, Inc. (Designated Agent) or a failure on the part of Cellco Partnership D/B/A Verizon Wireless (Employer) or A-Check America, Inc. (Designated Agent) to comply with established procedures or legal requirements.

The foregoing constitutes the sole and complete agreement on this subject between the SSA, the DHS-USCIS, the Employer, and the Designated Agent.

Cellco Partnership D/B/A Verizon Wireless (Employer) hereby designates and appoints A-Check America, Inc. (Designated Agent), including its officers and employees, as the Designated Agent for the purpose of carrying out Cellco Partnership D/B/A Verizon Wireless (Employer) responsibilities under the MOU between the Employer, the Designated Agent, the Social Security Administration and the Department of Homeland Security, U.S. Citizenship and Immigration Services.

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
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EMPLOYER, AND DESIGNATED AGENT
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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer Cellco Partnership D/B/A Verizon Wireless

_____ Name (Please type or print)	_____ Title
--------------------------------------	----------------

_____ Signature	_____ Date
--------------------	---------------

Designated Agent A-Check America, Inc.

Megan McDonald

_____ Name (Please type or print)	_____ Title
--------------------------------------	----------------

_____ <i>Electronically Signed</i>	_____ 04/03/2008
---------------------------------------	----------------------------

_____ Signature	_____ Date
--------------------	---------------

Department of Homeland Security- Verification Division

USCIS Verification Division

_____ Name (Please type or print)	_____ Title
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_____ <i>Electronically Signed</i>	_____ 04/04/2008
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_____ Signature	_____ Date
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**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
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REGARDING E-VERIFY**

**INFORMATION REQUIRED
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM**

Information relating to Employer's Company:

Company Name: Cellco Partnership D/B/A Verizon Wireless

Company Facility Address: One Verizon Way
Basking Ridge, NJ 07920

County or Parish: SOMERSET

Employer Identification Number: 223372889

North American Industry
Classification Systems Code: 517

Parent Company: _____

Number of Employees: 10,000 and
over

GLOBAL DESTINATIONS LISTING

Global Services Destinations and Roaming Rates for Government Customers



Destination	Global Voice Services	Global Data Services						Notes
	CDMA	GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
Afghanistan			☒ ☐	♦		★	•	
Aland Islands			☒ ☐	♦		★	•	1,2
Albania			☒ ☐	♦		★	•	
Algeria			☒ ☐	♦		★	•	
American Samoa		N/A	N/A					
Andorra			☒ ☐	♦		★	•	1,2
Angola			☒ ☐	♦		★	•	1,2
Anguilla	▲	☒ ☐	☒ ☐	♦		★	•	1,3
Antarctica		N/A	N/A					4
Antigua	▲	☒ ☐	☒ ☐	♦		★	•	1,4
Argentina			☒ ☐	♦		★	•	1,2,4
Armenia			☒ ☐	♦		★	•	1,2
Aruba	▲	☒ ☐	☒ ☐	♦		★	•	1
Australia			☒ ☐	♦	■	★		1,2
Austria			☒ ☐	♦		★	•	1,2
Azerbaijan Republic			☒ ☐	♦		★	•	1
Bahamas	▲	☒ ☐	☒ ☐	♦	■	★		1,3,4
Bahrain			☒ ☐	♦		★	•	1,2
Bangladesh	▲	☒ ☐	☒ ☐	♦		★	•	
Barbados	▲	☒ ☐	☒ ☐	♦		★	•	1,3
Barbuda			☒ ☐	♦		★	•	4
Belarus			☒ ☐	♦	■	★		1
Belgium			☒ ☐	♦	■	★		1,2

Terms and conditions for permitted uses and features apply.
The availability of voice and data coverage in global destinations is subject to change.

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Proprietary information.
Not for disclosure outside of Verizon Wireless or the Government without written authorization.

Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
	CDMA	GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
Belize	▲		☑, ☑	♦		★	●	4
Benin			☑, ☑	♦		★	●	
Bermuda	▲	☑, ☑	☑, ☑	♦	■	★		1,3
Bhutan			☑, ☑	♦		★	●	
Bolivia			☑, ☑	♦		★	■	1,4
Bonaire (Netherland Antilles)	▲	☑, ☑	☑, ☑	♦		★		1
Bosnia & Herzegovina			☑, ☑	♦		★	■	1,2
Botswana			☑, ☑	♦		★	●	1
Brazil			☑, ☑	♦		★	●	1,2
Brunei			☑, ☑	♦		★	●	1,2
Bulgaria			☑, ☑	♦		★	●	1,2
Burkina Faso			☑, ☑	♦		★	●	
Burundi		N/A	N/A			★		
Cabbage Beach (part of the Bahamas)		☑, ☑	☑, ☑	♦	■	★		3
Cambodia			☑, ☑	♦		★	●	1,2
Cameroon			☑, ☑	♦		★	●	
Canada	▲	☑, ☑		♦		★		1,3
Cape Verde Islands			☑, ☑	♦		★	●	
Cayman Islands	▲	☑, ☑	☑, ☑	♦		★	●	1,3
Central African Republic			☑, ☑			★	●	
Chad			☑, ☑	♦		★	●	
Chile			☑, ☑	♦		★	●	1,2,4
China	▲	☑, ☑	☑, ☑	♦		★	●	1,2
Christmas Island (aka Australian Indian Ocean Territory)			☑, ☑	♦	■	★		









































Terms and conditions for permitted uses and features apply.
The availability of voice and data coverage in global destinations is subject to change.

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Proprietary Information.
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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
	CDMA	GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
Colombia			 	♦		★	●	1,2,4
Comoros		N/A	N/A					
Congo, Dem Republic of			 	♦		★	●	1
Congo, Republic			 	♦		★	●	1
Cook Islands		N/A	N/A					
Costa Rica			 	♦		★	●	1
Croatia			 	♦		★	●	1,2
Curacao (Netherland Antilles)	▲	 		♦		★		1
Cyprus			 	♦		★	●	1,2
Czech Republic			 	♦	■	★		1,2
Denmark			 	♦		★	●	1,2
Djibouti		N/A	N/A					
Dominica	▲	 	 	♦		★	●	1
Dominican Republic	▲	 		♦	■	★		1,3
Easter Island			 	♦		★	●	4
East Timor			 	♦		★	●	
Ecuador	▲		 	♦		★	●	1,4
Egypt			 	♦		★	●	1,2
El Salvador			 	♦		★	■	1
Equatorial Guinea		N/A	N/A					
Estonia			 	♦		★	●	1,2
Ethiopia		N/A	N/A					
Falkland Islands		N/A	N/A					
Faroe Islands			 	♦		★	●	
Fiji			 	♦		★	●	1,2

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Proprietary Information.
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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
		CDMA	GlobalEmail and GlobalAccess					
			CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	
Finland			☑, ☑	+		★	●	1,2
France			☑, ☑	+	■	★		1,2
French Guiana			☑, ☑	+		★	●	1
French Polynesia (Tahiti)			☑, ☑	+		★		1,2
Gabon			☑, ☑	+		★	●	
Gambia			☑, ☑	+		★		1
Georgia			☑, ☑	+		★	●	1
Germany			☑, ☑	+	■	★		1,2
Ghana			☑, ☑	+		★	●	1
Gibraltar			☑, ☑	+		★	●	1,2
Greece			☑, ☑	+	■	★		1,2
Greenland			☑, ☑	+		★	●	
Grenada			☑, ☑	+		★	●	
Guadeloupe			☑, ☑	+		★	●	1
Guam	▲	☑, ☑		+	■	★		1,3
Guatemala			☑, ☑	+		★	●	1
Guernsey			☑, ☑	+		★	●	1
Guinea			☑, ☑	+		★	●	
Guinea Bissau		N/A	N/A					
Guyana			☑, ☑	+		★	●	
Haiti			☑, ☑	+		★	●	
Honduras			☑, ☑	+		★	●	1,4
Hong Kong	▲	☑, ☑	☑, ☑	+		★	●	1,2
Hungary			☑, ☑	+	■	★		1,2
Iceland			☑, ☑	+		★	●	1,2
































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The availability of voice and data coverage in global destinations is subject to change.

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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
		GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
India	▲			♦		★	•	1
Indonesia	▲			♦		★	•	1,2
Iraq				♦		★	•	
Ireland				♦	■	★		1,2
Isle of Man				♦	■	★		1,2
Israel	▲			♦	■	★		3
Italy				♦	■	★		1,2
Ivory Coast				♦		★	•	
Jamaica	▲			♦		★	•	3
Japan	▲			♦		★	•	1,2
Jersey				♦		★	•	1
Jordan				♦		★	•	1
Kazakhstan				♦		★	•	1
Kenya				♦		★	•	1,2
Korea, South	▲			♦	■		•	
Kosovo				♦		★	•	
Kuwait				♦		★	•	1,2
Kyrgyzstan				♦		★	•	1,2
Laos				♦		★	•	
Latvia				♦		★	•	1,2
Lebanon				♦		★	•	1
Lesotho				♦		★	•	1,2
Liberia				♦		★	•	
Libya				♦		★	•	
Liechtenstein				♦	■	★	•	1,2

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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes		
		GlobalEmail and GlobalAccess								
		CDMA	CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)		Pay-Per-Use	
Lithuania			☐	☐	♦		★	●	1,2	
Luxembourg				☐	☐	♦		★	●	1,2
Macao (Macau)	▲	☐	☐	☐	☐	♦		★	●	1,2
Macedonia				☐	☐	♦		★	●	1
Madagascar				☐	☐	♦		★	●	1
Malawi				☐	☐	♦		★	●	
Malaysia				☐	☐	♦		★	●	1,2
Maldives Republic				☐	☐	♦		★	●	1
Mali				☐	☐	♦		★	●	
Malta				☐	☐	♦	■	★	●	1,2
Marie Galante				☐	☐	♦		★	●	
Marinique				☐	☐	♦		★	●	1
Mauritania				☐	☐	♦		★	●	
Mauritius				☐	☐	♦		★	●	1
Mayotte Island				☐	☐	♦		★	●	1
Mexico	▲	☐	☐			♦	■	★	●	3
Moldova				☐	☐	♦		★	●	1
Monaco				☐	☐	♦	■	★	●	1,2
Mongolia				☐	☐	♦		★	●	1
Montenegro				☐	☐	♦		★	●	1,2
Montserrat				☐	☐	♦		★	●	
Morocco				☐	☐	♦		★	●	1
Mozambique				☐	☐	♦		★	●	
Namibia				☐	☐	♦		★	●	1
Nauru				☐	☐	♦		★	●	1

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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
		GlobalEmail and GlobalAccess						
		CDMA	CDMA	GSM	Unfimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	
Nepal				+		*	•	1
Netherlands				+	■	*		12
Netherlands Antilles	▲			+		*	•	1
New Caledonia						*	•	1
New Zealand				+	■	*		12
Nicaragua				+		*	•	14
Niger				+		*	•	
Nigeria				+		*	•	1
Northern Mariana Islands	▲			+	■	*		13
Norway				+		*	•	12
Oman				+		*	•	1
Pakistan				+		*	•	
Palau		N/A	N/A					
Palestinian Authority	▲			+	■	*		3
Panama				+		*	•	14
Papua New Guinea				+		*	•	1
Paraguay				+		*	•	4
Peru				+		*	•	12,4
Philippines	▲			+		*	•	12
Poland				+		*	•	12
Portugal				+	■	*		12
Puerto Rico	▲			+		*		1
Qatar				+		*	•	1
Réunion Island				+		*	•	1
Romania				+	■	*		12





















































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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
	CDMA	GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
Russia			 	♦		★	•	1.2
Rwandese Republic			 	♦		★	•	1
Samoa	▲	 		♦	■	★		3
Samoa			 	♦		★	•	
San Marino			 	♦		★	•	1.2
Saudi Arabia			 	♦		★	•	1.2
Senegal			 	♦		★	•	1
Serbia			 	♦		★	•	1.2
Seychelles			 	♦		★	•	1
Sierra Leone			 	♦		★	•	
Singapore			 	♦		★	•	1.2
Slovakia			 	♦		★	•	1.2
Slovenia			 	♦		★	•	1.2
Solomon Islands		N/A	N/A					
South Africa			 	♦		★	•	1.2
Spain			 	♦	■	★		1.2
Sri Lanka			 	♦		★	•	1
St. Barthelemy			 	♦		★	•	1.2
St. Croix (USVI)	▲	 		♦				
St. John (USVI)	▲	 		♦				
St. Kitts & Nevis	▲	 	 	♦		★	•	3
St. Lucia	▲	 	 	♦		★	•	
St. Maarten (part of Netherlands Antilles)	▲	 	 	♦		★	•	1
St. Martin (part of French West Indies)			 	♦		★	•	1.2

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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
	CDMA	GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
St. Thomas (USVI)	▲	☑, ☐	☑, ☐	♦		*	•	
St. Vincent & Grenadines			☑, ☐	♦		*	•	
Sudan			☑, ☐	♦		*	•	1
Suriname			☑, ☐	♦		*	•	
Svalbard			☑, ☐	♦		*	•	1,2
Swaziland			☑, ☐	♦		*	•	
Sweden			☑, ☐	♦	■	*	•	1,2
Switzerland			☑, ☐	♦	■	*	•	1,2
Syria		N/A	N/A					
Taiwan	▲		☑, ☐	♦		*	•	1,2
Tajikistan			☑, ☐	♦		*	•	1
Tanzania			☑, ☐	♦		*	•	1,2
Thailand			☑, ☐	♦		*	•	1
Togo			☑, ☐	♦		*	•	
Tonga Islands			☑, ☐	♦		*	•	1
Trinidad & Tobago	▲	☑, ☐	☑, ☐	♦		*	•	3
Tunisia			☑, ☐	♦		*	•	
Turkey			☑, ☐	♦		*	•	1,2
Turkmenistan			☑, ☐	♦		*	•	
Turks & Caicos Islands	▲	☑, ☐	☑, ☐	♦		*	•	
Uganda			☑, ☐	♦		*	•	
Ukraine	▲		☑, ☐	♦		*	•	1
United Arab Emirates			☑, ☐	♦		*	•	1,2
United Kingdom (England, Scotland, Wales, Northern Ireland)			☑, ☐	♦	■	*		1,2

























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Global Services Destinations and Roaming Rates for Government Customers

Destination	Global Voice Services	Global Data Services						Notes
		GlobalEmail and GlobalAccess						
		CDMA	GSM	Unlimited Global Email	100MB Allowance (GlobalAccess Plan)	50MB / 150MB / 300MB Allowance (Global GSM Data)	Pay-Per-Use	
Uruguay			 	♦		★	●	1,2,4
Uzbekistan			 	♦		★	●	1,2
Vanuatu				♦		★		1
Vatican City			 	♦	■	★		1,2
Venezuela	▲		 	♦		★	●	
Vietnam	▲		 	♦		★	●	1,2
Virgin Islands (UK)	▲		 	♦		★	●	3
Virgin Islands (US)	▲	 		♦				5
Western Sahara			 	♦		★	●	1
Yemen	▲		 	♦		★	●	
Zambia			 	♦		★	●	1
Zanzibar			 	♦		★	●	1
Zimbabwe			 	♦		★	●	1

*Terms and conditions for permitted uses and features apply.
The availability of voice and data coverage in global destinations is subject to change.*

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Global Services Destinations and Roaming Rates for Government Customers

FOOTNOTES:

- ▲ A standard Verizon Wireless CDMA device is supported for one or more services
- ✉ GlobalEmail service available for indicated devices
- ☑ GlobalAccess service available for indicated devices
- ◆ Available within the Unlimited Global Email Plan
- Available within the 100MB / 200MB Global Access plan allowance (coverage rate after allowance: \$0.005/KB [\$20.48/MB])
- ★ GlobalAccess service included in the 100MB / 200MB allowance has 5GB maximum.
- ★ Available within the 50MB / 150MB / 300MB Global GSM Data allowance (coverage rate after allowance: Canada \$0.002/KB, Rest of world \$0.005/KB)
- Pay-Per-Use billed as: Canada \$0.002/KB; Mexico \$0.005/KB; Rest of world \$0.02/KB [\$20.48/MB]
- 1 High-speed UMTS service is available to capable devices
- 2 High-speed HSDPA service is available to capable devices
- 3 High-speed EV-DO is available to capable devices
- 4 Only accessible via Quad Band GSM capable device

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