

Tab I Title Page

- A. Part II – Cost Proposal for: “Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment”.
- B. Band of Service: Wireless Voice Service, Wireless Broadband Service, and Accessories and Equipment (Separate Tabs for Each Band per Amendment 2, Question #34)
- C. RFP No: 1907
- D. Name and Address of the vendor
- E. Proposal Opening Date: ~~March 28, 2011~~ April 4, 2011
- F. Proposal Opening Time: 2:00 PM



12502 Sunrise Valley Drive
Reston, VA 20196

March 29, 2011

Teri Smith
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Dear Ms. Smith:

Sprint Solutions, Inc. ("Sprint") has reviewed State of Nevada Purchasing Division's Request for Proposals ("RFP") for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment. We understand that the State of Nevada is acting as the lead state for the Western States Contracting Alliance (WSCA). We have a long standing relationship with WSCA and have a proven track record of providing services to your members nationwide. Sprint is eager to continue to build on our long-standing partnership and have provided this document in response to your need for Wireless Voice Service (Band 1), Wireless Broadband Service (Band 2), and Accessories and Equipment (Band 3). Separate Tabs for each Band are included in this proposal per Amendment 2, Question #34.

By selecting Sprint, it will enable your WSCA members to benefit from a committed provider for voice, wireless and Internet services that offers a package of tailored solutions and innovations such as 4G service. Sprint has a strong history of providing services to the public sector. We will continually work to improve the degree of coverage, provide the highest caliber of service, and support newly emerging data and technologies to present cost advantages and deliver better value to WSCA members.

Sprint offers a robust suite of wireless productivity-enhancing technologies, such as wireless voice, Mobile Broadband, E-mail/PIM, Mobile Business Applications and IP Convergence to empower WSCA members' employees to work securely and quickly from any location. WSCA members will continue to benefit from comprehensive communication services through Sprint, leveraging our integrated wireless platforms and applications.

Sprint carries a broad range of devices to address the variety of work environments in which WSCA members' employees operate. Our mobile devices come in a range of form factors, including Sprint Connection Cards, 3G-embedded notebooks, handsets and smartphones. Versatile devices with a variety of features and applications such as Java, GPS, Wi-Fi and Bluetooth offer a match for virtually every customer. In addition, Sprint's military specification rugged devices perform in extreme outdoor conditions, and Sprint GPS and Java-enabled devices are key to hosting applications.

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 the latest technology accessories.

Under this new WSCA Master Agreement No. 1907, Sprint will offer WSCA members on CL Accounts a 25% service pricing discount on standard retail rates on Sprint service plans and access to custom NET priced WSCA plans designed specifically for WSCA members. These custom NET WSCA plans are unique and more aggressively priced than nationally available rate plans. The WSCA Master Agreement will also provide IL Accounts an 18% service discount off standard retail rates on plans and waived activation fees for employees purchasing on individual-liable accounts.

The CL Account and IL Account service pricing discounts are subject to the specific responses as set forth in Sprint's Technical proposal and Sprint's proposed contract terms and conditions. The CL Account discount percentage may be reduced in Sprint's discretion in accordance with Section 3.2.3 of the Technical Proposal (and Sprint's proposed modifications thereto) to net out Administrative Fees to Participating Entities.

WSCA members on CL Accounts will receive Flat Rate Promotion Pricing on wireless devices, which is at least 39% discount off the 1 year net price, defined as the suggested retail price less \$75.00. WSCA corporate-liable subscribers on CL Accounts will also have deeper discounts on certain handsets. These WSCA Equipment Prices change periodically like Flat Rate Promotion Pricing. After 12 months of continuous service, WSCA members on CL Accounts may replace or upgrade their devices and receive the Flat Rate Promotion Pricing (or WSCA Equipment Price if lower than Flat Rate.) WSCA members on CL Accounts will also receive 20% off corporate-liable accessory purchases.

Please contact your Client Executive, Gray Sigler at 775.450.2916 or via e-mail at Gray.R.Sigler@Sprint.com if you have any questions. Sprint welcomes the opportunity to provide additional information to WSCA regarding the products and services discussed within this document.

Sincerely,

Paget Alves
President, Business Markets Group
Sprint Solutions, Inc.

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Disclosure Statement – Sprint

This proposal is provided in response to requirements of WSCA 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, WSCA shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit WSCA's 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.



Tab II Cost Proposal

Band 1 Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

Sprint has completed the Excel Worksheet as requested and has provided a hard copy following this page and the excel file on CD. Below, we have provided verbiage explaining each proposed plan to better demonstrate the features of each. Any plans listed with a “NET” Monthly Recurring Charge (“MRC”) are plans that are unique and more aggressively priced than nationally available rate plans. A NET price is defined as a MRC that is net of all service percentage discounts on standard retail rates for rate plans and no additional discounts may be applied.

Business Essentials Rate Plans

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

Sprint Business Essentials Rate Plans			
	Business Essentials 400	Business Essentials 1000	Business Essentials 1400
MRC	\$39.99	\$59.99	\$79.99
Discounted MRC	\$29.99	\$44.99	\$59.99
Anytime Minutes	400	1000	1400
Anytime Minutes Overage	\$0.25/minute	\$0.425/minute	\$0.25/minute
Unlimited Nights & Weekends Start at 7 pm	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile	Unlimited	Unlimited	Unlimited
Direct Connect® and Group Connect®	Unlimited	Unlimited	Unlimited
Pooled Anytime Minutes	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Caller ID & Voice Mail	Included	Included	Included

1. Please note the pricing above does not include applicable taxes or fees.
2. Roaming charges are included (not applicable to Nextel Network).
3. Direct Connect and Group Connect are available on select devices. Additional Nextel Direct Connect features, including, but not limited to, TalkgroupSM and International Direct ConnectSM, are available with certain devices and may be subject to an additional charge.

Flat Rate Plan \$9 MRC

This rate plan option is ideal for very low usage subscribers. Sprint will charge a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used. There are no included plan minutes.

Flat Rate Plan \$9	Price
Monthly Recurring Charge (“MRC”)	\$9.00 NET MRC; Service Pricing Discount will not apply
Per-Minute Rate for all voice minutes used including Anytime Minutes, Nights & Weekends, Nationwide Long Distance, Domestic Roaming, Long Distance and	\$0.06



Sprint Mobile-to-Mobile	
Per Minute Rate for all Local Walkie-Talkie Minutes	\$0.06
Minimum Average Billable Minutes of Use per Corporate-Liable Active Unit	0
Pooled Anytime Minutes	Not Available
Caller ID & Voice Mail	Included
Unlimited Mobile to Mobile	Included
Unlimited Nights and Weekends beginning at 9PM	Included
Unlimited Push-To-Talk	\$10.00 NET of all discounts (not combinable with any other version of Unlimited Push-To-Talk)

1. Please note the prices above are net of all discounts, but do not include applicable taxes or fees.
2. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
3. Customer may add one of the below text plans to units activated on the Flat Rate \$9 Plan:

Messaging Plan	MRC	Additional Messages
300 Messages	\$1 NET OF ALL DISCOUNTS	\$0.20
1000 Messages	\$7 NET OF ALL DISCOUNTS	\$0.20
Unlimited Messages	\$12 NET OF ALL DISCOUNTS	N/A

- (1) Sprint reserves the right to move any line on this Flat Rate \$9 Plan that has no usage for three (3) consecutive months to the Sprint Business Essentials 400 plan.

Flat Rate Plan \$15 MRC

This rate plan option is ideal for very low usage subscribers. Sprint will charge a Monthly Recurring Charge (“MRC”) and a flat rate per-minute charge for each minute used. There are no included plan minutes.

Flat Rate Business Plan \$15	Price
MRC	\$15.00 NET MRC ; Service Pricing Discount will not apply
Per Minute Rate for all voice minutes used	\$0.05/min
Pooled Anytime Minutes	Not Available
Caller ID & Voicemail	Included
Per minute rate for Voice or Walkie-Talkie while user is traveling outside of the home state	\$0.25
Mobile to Mobile (will not apply when user is traveling outside the home state)	1000 minutes included
Unlimited Nights & Weekends starting at 9PM (will not apply when users is traveling outside the home state)	1000 minutes included
Unlimited Push-to-Talk (will not apply when user is traveling outside the home state)	Included

1. Please note the price above is NET of all discounts, but does not include applicable taxes or fees.
2. Roaming Charges are included (not applicable to Nextel Network).
3. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Custom 600 Plan

The plan below includes 600 anytime minutes, but they are not subject to pooling. These users will also benefit from unlimited Direct Connect and Group Connect minutes. Valid for both Sprint and Nextel users.

Custom 600 Plan	Price
MRC	\$29.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	600
Anytime Minutes Overage	\$0.25/min
Pooled Anytime Minutes	N/A
Mobile to Mobile	600 MOU Included
Nights & Weekends Starting at 7 PM	600 MOU Included
Direct Connect and Group Connect	Unlimited
Nationwide Long Distance	Included
Caller ID & Voicemail	Included

1. Please note the price above is NET of all discounts, but does not include applicable taxes or fees.
2. Roaming Charges are included (not applicable to Nextel Network).
3. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Unlimited Voice Plan

The rate plan below is ideal for users who require unlimited cellular minutes. These plans do not include unlimited data or text messaging. Valid for both Sprint and Nextel users.

Unlimited Voice Plan	Price
MRC	\$59.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	Unlimited
Anytime Minutes Overage	N/A
Pooled Anytime Minutes	Not Available
Direct Connect and Group Connect	Unlimited
Sprint Mobile to Mobile	Unlimited
Nights and Weekends starting at 7pm	Unlimited
Nationwide Long Distance	Included
Caller ID & Voicemail	Included

1. Please note the price above is NET of all discounts, but does not include applicable taxes or fees.
2. Roaming Charges are included. (not applicable to Nextel Network)
3. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Everything Business Plan

The Everything Business Plan gives WSCA members a worry-free unlimited use plan with just the features you need – talk, text, picture and video messaging, Direct Connect and Group Connect, web browsing and mobile e-mail. With the Everything Business Plan, there is no need to worry about tracking data or voice usage.

Everything Business Plan	Price
MRC	\$89.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	Unlimited
Anytime Minutes Overage	N/A
Direct Connect and Group Connect	Unlimited
Sprint Mobile to Mobile	Unlimited
Nights and Weekends at 7pm	Unlimited
Nationwide Long Distance	Included
Caller ID & Voicemail	Included

Messaging (Text, MMS, Multimedia)	Unlimited
Data/Web, Mobile Email	Unlimited
Call Forwarding	Included

1. Please note this plan is NET of all discounts, but does not include applicable taxes or fees.
2. Does not include all Data or Mobile Email services (by way of example, Blackberry Enterprise Server (BES) is not included)
3. Pooled Anytime Minutes are not available.
4. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Custom Bundled Voice & Data BlackBerry Plans

This plan is ideal for users who require pooled anytime minutes, unlimited BlackBerry email and web usage, and unlimited text messages.

Feature	Custom Bundled 400	Custom Bundled 700	Custom Bundled 1000
MRC	\$49.99 NET MRC; Service Pricing Discount will not apply	\$59.99 NET MRC; Service Pricing Discount will not apply	\$69.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/min	\$0.25/min	\$0.25/min
Sprint Mobile-to-Mobile	Included	Included	Included
Direct Connect and Group Connect	Unlimited	Unlimited	Unlimited
Unlimited nights and weekends	Unlimited (starting at 7pm)	Unlimited (starting at 7pm)	Unlimited (starting at 7pm)
Pooled Anytime Minutes (with Business Essentials 7 PM plans)	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Domestic Roaming	Included (no roaming on Nextel)	Included (no roaming on Nextel)	Included (no roaming on Nextel)
Unlimited BlackBerry Email & Web (without Phone-as-Modem)	Included	Included	Included
Unlimited Messages	Included	Included	Included

1. Please note the prices above are net of all discounts, but do not include applicable taxes or fees.
2. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.
3. Messaging add-ons include 2-way, 1-way, and/or MMS/Picture Mail, based on device capability. Additional charges apply for international messaging.

Sprint Custom Bundled Voice & Data Pro Pack Plans

The Custom Bundled Voice & Data Plans below are for Smart Phone users who require pooled anytime cellular minutes and the Pro Pack included. The Pro Pack includes messaging, unlimited data, GPS navigation, and Email.

Feature	Custom Bundled 400	Custom Bundled 700	Custom Bundled 1000
MRC	\$49.99 NET MRC; Service Pricing Discount will not apply	\$59.99 NET MRC; Service Pricing Discount will not apply	\$69.99 NET MRC; Service Pricing Discount will not apply
Anytime Minutes	400	700	1000
Anytime Minutes Overage	\$0.25/min	\$0.25/min	\$0.25/min
Sprint Mobile-to-Mobile	Included	Included	Included
Unlimited nights and	Included	Included	Included

weekends starting at 7 PM			
Pooled Anytime Minutes (with Business Essentials 7 PM plans)	Included	Included	Included
Nationwide Long Distance	Included	Included	Included
Domestic Roaming	Included (not applicable to Nextel Network)	Included (not applicable to Nextel Network)	Included (not applicable to Nextel Network)
PRO PACK	Included	Included	Included
Unlimited Messaging	Included	Included	Included

1. Please note the prices above are net of all discounts, but do not include applicable taxes or fees.
2. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible phone. Where the wireless high speed data network is available and a wireless high speed data-compatible phone is used, Corporate-Liable Active Units will first attempt to connect to the wireless high speed data network, and then will default to the Sprint Vision (1xRTT) network depending on coverage and network availability.
3. Phone as Modem may be added to the Sprint PRO Pack for an additional \$15 MRC (not applicable to Nextel Network). The included email solution in the Sprint PRO Pack for Windows Mobile/Palm Devices is Microsoft Direct Push technology via ActiveSyncSM or Versamail.
4. Messaging add-ons include 2-way, 1-way, and/or MMS/Picture Mail, based on device capability. Additional charges apply for international messaging.

Everything Data Plans

The Everything Data Plans are ideal for users who require anytime cellular minutes, unlimited calls to any mobile number (regardless of carrier), data, email and unlimited messaging.

Feature	Everything Data 450	Everything Data 900
MRC	\$69.99	\$89.99
Discounted MRC	\$52.49	\$67.49
Anytime Minutes	450	900
Anytime Minutes Overage	\$0.45/min	\$0.40/min
Any Mobile, Anytime	Included	Included
Unlimited nights and weekends	Unlimited (starting at 7pm)	Unlimited (starting at 7pm)
Shared Minutes	N/A	N/A
Nationwide Long Distance	Included	Included
Domestic Roaming	Included (no roaming on Nextel)	Included (no roaming on Nextel)
Data, Mobile Email & Messaging	Included	Included
GPS, Sprint Navigation	Included	Included

1. Please note the pricing above does not include applicable taxes or fees.
2. Does not include all Data services (by way of example, Blackberry Enterprise Server (BES) is not included).

Messaging

The plans below are valid for both Sprint and Nextel users provided they are not subscribed to the Sprint or Nextel Flat Rate Business Plan. These add-ons can be added to a voice Business Plan.

Messaging Plan	NET MRC; Service Pricing Discount will not apply	Additional Messages
300 Messages	\$0	\$0.20
1000 Messages	\$4	\$0.20
Unlimited Messages	\$7	N/A

1. Please note the prices above are NET of all discounts, but do not include applicable taxes or fees.
2. These options may be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.
3. Messaging add-ons include 2-way, and/or 1-way, and/or MMS/Picture Mail, based on device capability. Additional charges apply for international messaging.

Premium Data

The following option is required to be added to a Sprint voice Business Plan on a per-Corporate-Liable Active Unit basis for the listed additional MRC, unless otherwise noted.

Data Plan	MRC
Sprint Premium Data	\$10*

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

1. Sprint Premium Data requires an eligible Voice/Data bundled Business Plan or an eligible voice Business Plan and an eligible Sprint Pro Pack. Sprint Premium Data is required on certain wireless devices including but not limited to the HTC EVO 4G and Samsung Epic.

Business Advantage Plans

The Sprint Business Advantage Plans for corporate-liable business users deliver savings, value, and the dependability WSCA members are looking for. Buckets of minutes from multiple plans can be pooled across all employees on the same account. These plans pool with other Business Advantage Talk, Messaging, and Messaging & Data subscribers on the same account. These plans do not pool with Business Essentials or Custom plans.

Other key benefits of the Business Advantage family of rate plans include:

- ◆ Unlimited Nextel Direct Connect
- ◆ Unlimited Group Connect
- ◆ 7pm Nights & Weekends.
- ◆ Mobile to Mobile
- ◆ Nationwide Long Distance
- ◆ No Roaming charges
- ◆ \$0.25 per minute overage

Business Advantage Talk Plans

The Business Advantage Talk plans are ideal for users who require pooled anytime cellular minutes and unlimited Direct Connect minutes.

Sprint Business Advantage Talk Plans		
MRC	\$39.99	\$59.99
Discounted MRC	\$29.99	\$44.99
Anytime Minutes	450	900
Nights and Weekends	Unlimited beginning at 7 P.M.	Unlimited beginning at 7 P.M.
Pooled Anytime Minutes (does not pool with Business Essentials)	Included	Included
Nextel Direct Connect including Group Connect	Unlimited	Unlimited
Sprint Mobile-to-Mobile Calling	Unlimited	Unlimited
Overage	\$0.25	\$0.25
Long Distance	Included	Included
Roaming (not applicable on Nextel Network)	Included	Included

Voicemail	Included	Included
Caller ID	Included	Included

1. Please note the pricing above does not include applicable taxes or fees.
2. Unlimited Messaging includes text, picture, and video messages based on device capability
3. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.

Business Advantage Messaging Plans

The Business Advantage Talk plans are ideal for users who require pooled anytime cellular minutes, unlimited Direct Connect minutes and unlimited messaging.

Sprint Business Advantage Messaging Plans			
MRC	\$49.99	\$69.99	\$109.99
Discounted MRC	\$37.49	\$52.49	\$82.49
Anytime Minutes	450	900	2000
Nights and Weekends	Unlimited beginning at 7 P.M.	Unlimited beginning at 7 P.M.	Unlimited beginning at 7 P.M.
Pooled Anytime Minutes (does not pool with Business Essentials)	Included	Included	Included
Nextel Direct Connect including Group Connect	Unlimited	Unlimited	Unlimited
Sprint Mobile-to-Mobile Calling	Unlimited	Unlimited	Unlimited
Overage	\$0.25	\$0.25	\$0.25
Long Distance	Included	Included	Included
Roaming (not applicable on Nextel Network)	Included	Included	Included
Voicemail	Included	Included	Included
Call ID	Included	Included	Included
Unlimited Messaging	Included	Included	Included

1. Please note the pricing above does not include applicable taxes or fees.
2. Unlimited Messaging includes text, picture, and video messages based on device capability
3. Direct Connect and Group Connect are available on select devices, while supplies last. Additional Nextel Direct Connect® features, including, but not limited to, TeamDC, are available with certain devices and may be subject to an additional charge.



Band 2 Cost Proposal

Vendor’s response for the cost proposal must be included in this tab.

We have completed the Excel Worksheet as requested and have provided a hard copy following this page and the excel file on CD. Below, we have provided verbiage explaining each proposed plan to better demonstrate the features of each. These custom plans are unique and more aggressively priced than national available rate plans.

Connection Card Plans

3G Connection Card Plan

Plan	Price
Unlimited Plan (3G)	\$37.99 NET MRC; Service Pricing Discount will not apply
Voice Calls, including long distance (if card is applicable)	\$0.20/min
Additional data usage	N/A
Additional data Roaming usage above 300 MB	\$0.25 per MB

1. The pricing above is NET of all discounts, but does not include applicable taxes or fees.
2. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint EVDO network or the Sprint 1xRTT network. EVDO coverage is not available everywhere and requires an EVDO-compatible connection card. Where the Sprint EVDO network is available and an EVDO-compatible connection card is used, Corporate-Liable Active Units will first attempt to connect to the Sprint EVDO network, then default to the Sprint 1xRTT network depending on coverage and network availability.
3. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex as posted to <http://www.sprint.com/ratesandconditions>.

Customer’s Connection Card pricing will be valid for Public Safety end users for the following modem types, upon request and verification by Sprint that the proposed application involves a one-user, one-laptop in-vehicle use case and that streaming video is not to be used.

- Airlink Raven
- Airlink Raven X
- Airlink Pinpoint
- Airlink Pinpoint X
- Sierra MP595 W
- Sierra MP595
- Bluetree BT-5600
- Digi ConnectPort WAN VPN EV-DO Rev A
- Digi ConnectPort WAN WiFi EV-DO Rev A

3G/4G Connection Card Plan

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

Plan	Price
Sprint 3G/4G Connection Plan	\$37.99¹ NET MRC; Service Pricing Discount will not apply
Usage Included	Unlimited on Network
Additional data usage above 5GB	Not Applicable



Plan	Price
Sprint 3G/4G Connection Plan	\$37.99¹ NET MRC; Service Pricing Discount will not apply
Additional data Roaming usage above 300 MB	\$0.25 per MB ²

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

² If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above.

- (1) The 3G/4G Connection Plan includes unlimited data usage on the Sprint 4G Network, the Sprint 3G Network, and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
- (2) Roaming is not available on the Sprint 4G Network at this time.
- (3) Premium Services content is not available with this Business Plan.
- (4) Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
- (5) Unless specifically stated otherwise, wireless Products on "unlimited" Business Plans are subject to the prohibited network uses in this section. Other Business Plan options for these types of Applications are available by contacting Customer's Sprint Account Representative.
- (6) Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex.
- (7) Sprint reserves the right to modify or suspend wireless data Service to a Wireless Data Connection Device on the 3G/4G Unlimited for Acceptable Use Connection Plan if such Wireless Data Connection Device exceeds 300 MB/month of usage while Roaming or engages in the following prohibited uses: server devices or host computer Applications, including, but not limited to, continuous streaming video and Web camera posts that broadcast more than 24 hours; automatic data feeds; automated continuous streaming machine-to-machine connections; or peer-to-peer (P2P) file-sharing Applications broadcasting to multiple servers or recipients such that they could enable "bots" or similar routines.

Embedded Connection Plan

The 3G/4G Embedded Connection Plan provides both EVDO (using CDMA technology) and Sprint 4G data functionality in certain coverage areas of the United States. Sprint 4G Network coverage is not available everywhere and requires a Sprint sold 4G Network data-compatible embedded connection device. Customer may contact its Sprint Account Representative or visit www.sprint.com/coverage for current coverage areas and applicable wireless devices. Sprint reserves the right to limit the devices that can be used with this Business Plan. This Business Plan is only available to Customer Lines domiciled in the United States.

Plan	Price
5GB Embedded Connection Plan (3G/4G)—Direct Sales	\$42.99¹ NET MRC ; Service Pricing Discount will not apply
Additional data usage above 5GB	\$0.05/MB ²
Additional data roaming above 300MB	\$0.25/MB ²
Indirect sales agent (inclusive of BSP)	Not permitted

1. The pricing above is NET of all discounts, but does not include applicable taxes or fees.
2. If Customer's data usage on the Sprint 3G Network and the Nationwide Sprint Network in a given month exceeds 5 GB in total or 300 MB while Roaming, Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both overage charges if Customer's usage in a given month exceeds both 5 GB in total and 300 MB while Roaming.
3. The 3G/4G Embedded Connection Plan includes unlimited data usage on the Sprint 4G Network and up to 5 GB/month aggregate data usage on the Sprint 3G Network and the Nationwide Sprint Network. Wireless high speed data coverage is not available everywhere and requires a wireless high speed data-compatible device. Where the wireless high speed data network is available and a wireless high speed data-compatible device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 4G Network, then the Sprint 3G Network, and then will default to the Nationwide Sprint Network depending on coverage and network availability.
4. Roaming is not available on the Sprint 4G Network at this time.
5. Premium Services content is not available with this Business Plan.
6. Sprint reserves the right, without notice or limitation, to limit throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend wireless Service if a wireless Product engages in any of the prohibited data uses detailed below or if Sprint, in its sole discretion, determines action is necessary to protect the Sprint Networks or Sprint 4G Network from harm or degradation. Sprint wireless data Services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on-line gaming. Sprint wireless data Services may not be used: (a) to generate excessive amounts of Internet traffic through continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web, video surveillance, or gaming hosting; (b) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person; (c) to disrupt email use by others using automated or manual routines, including, but not limited to, "auto-responders" or cancel bots or other similar routines; (d) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax; (e) for activities adversely affecting the ability of other people or systems to use either Sprint's Wireless Services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user; (f) for an activity that connects any device to personal computers (including, but not limited to, laptops), or other equipment for the purpose of transmitting wireless data over the Sprint Networks or Sprint 4G Network (unless Customer is using a plan designated for such usage); (g) by a Wireless Data Connection Device in excess of: (i) 5 GB/month in total, (ii) 300 MB/month while Roaming, or (iii) a majority of kilobytes while Roaming; or (h) for any other reason that, in Sprint's sole discretion, violates Sprint's policy of providing Service for individual use.
7. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex as posted to <http://www.sprint.com/ratesandconditions>. Not eligible for use with standby plans.

Tablet Plan

Plan	Price
2GB Tablet Plan (3G)	\$29.99² NET MRC ; Service Pricing Discount will not apply
Data Services Limitation in GB	2GB
Overage charge for additional data services usage above plan limit	\$0.05/MB ³
Data Roaming limitation in MB	100MB
Overage charge for additional data roaming usage above plan limit	\$0.25 per MB
Messaging	Unlimited

1. The pricing above is NET of all discounts, but does not include applicable taxes or fees.
2. Not eligible for use with any standby plan.
3. If Customer's data usage in a given month exceeds the plan limits set forth in the table above (2GB/100MB, 3GB/100MB or 5GB/300MB), then Customer will be liable for the overage charges set forth in the table above. Customer may be liable for both data services overage charges and data Roaming overage charges if Customer's usage in a given month exceeds both plan limits in the table above (2GB/100MB, 3GB/100 MB or 5GB/300MB).
4. All pricing and available MBs are the same whether Corporate-Liable Active Units use the Sprint 3G Network or the Nationwide Sprint Network. Sprint 3G Network coverage is not available everywhere and requires an EVDO-compatible data device. Where the Sprint 3G Network is available and an EVDO-compatible data device is used, Corporate-Liable Active Units will first attempt to connect to the Sprint 3G Network, and then default to the Nationwide Sprint Network depending on coverage and network availability.
5. Sprint reserves the right to limit throughput speeds or the amount of data transferred, and to deny, terminate, modify, disconnect or suspend wireless data Service on the Sprint 3G Network and the Nationwide Sprint Network, for Customer's Wireless Data Connection Devices with data usage exceeding the plan limits in the table above (2GB/100MB or 5GB/300MB).
6. Unlimited Messaging includes text, picture, and video messages.
7. Certain data usage restrictions and limitations apply and are set forth in the Wireless Services Product Annex as posted to <http://www.sprint.com/ratesandconditions..>

Band 3 Cost Proposal

Vendor's response for the cost proposal must be included in this tab.

Device and Accessory pricing is provided following this page.

Tab III Attachment B-2

Cost Proposal Certification of Compliance with Terms and Conditions of RFP Vendors must include the cost proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization within this section.

**COST PROPOSAL CERTIFICATION OF COMPLIANCE
WITH TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES I agree to comply with the terms and conditions specified in this RFP.

NO I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they MUST be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Sprint Solutions, Inc.
Company Name

Signature

Paget Alves, President, Business Markets Group
Print Name

March 22, 2011
Date

** See the specific responses, exceptions, assumptions and clarifications to RFP provisions as set forth in Sprint's proposal*

Vendors MUST use the following format. Attach additional sheets if necessary.

EXCEPTION SUMMARY FORM

RFP Section Number	RFP Page Number	Exception (Complete detail regarding exceptions must be provided)
		Please see the page following this form.

ASSUMPTION SUMMARY FORM

RFP Section Number	RFP Page Number	Assumption (Complete detail regarding assumptions must be provided)
		Please see the page following this form.



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. The absence of a response in relations to a particular provision indicates our acceptance of that provision as it appears in the RFP. If Sprint is awarded the contract, Sprint will negotiate in good faith to execute a definitive agreement for the products and services contemplated by the RFP that will incorporate elements of the RFP, Sprint's RFP responses, and any additional commercially reasonable terms and conditions negotiated by the parties.

EXCEPTION SUMMARY FORM

RFP Section Number	RFP Page Number	Exception (Complete detail regarding exceptions must be provided)
2	5	CL Account: Sprint respectfully takes exception to the definition of "CL Account". Sprint proposes the following revised definition in its place: <u>CL Accounts are accounts activated by Customer for Customer's end use, (b) enrolled in a wireless service plan intended for business customers, and (c) for which Customer is financially liable.</u>
2	6	Coverage: Sprint respectfully proposes the following clarification to this definition: Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.
2	6	Customer: Sprint has read and understands, and respectfully proposes the following clarification to this definition: "Customer" Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities, <u>including Eligible Non-Profit Entities. The terms "Customer" and "Participating Entity" shall be interchangeable in this RFP.</u>
2	6	Equipment: Sprint respectfully takes exception to this definition as being overly broad and proposes the following alternative: <u>Equipment includes equipment, hardware, software, cabling or other materials sold or leased to Customer by or through Contractor as a separate item from, or bundled with, a service.</u>
2	6	IL Account: Sprint respectfully takes exception to the definition of "IL Account". Sprint proposes the following revised definition in its place: <u>IL Accounts are accounts activated by an employee of Customer and for which the employee is financially responsible.</u>
2	8	Subcontractor: Sprint respectfully proposes the following additional clarifications regarding this definition: 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 State's/Customer's 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 State/Customer

		(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 State).
3.1.2	9	<p>Sprint respectfully takes exception to the definition of “Wireless Spend” as being overly broad and inclusive of items not customarily considered in the wireless industry to be part of this type of calculation. Sprint proposes the following revised terms and definitions in its place:</p> <ul style="list-style-type: none"> - <u>“Total Wireless Spend” The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are either (a) paid by Customer on Customer’s CL Accounts; or (b) paid by end user employees pursuant to IL Accounts in the Customer’s employee program. Total Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, Total Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. The Total Wireless Spend calculation will not include CL Accounts or IL Accounts that are in default for non-payment.</u> - <u>“CL Wireless Spend” The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by Customer on Customer’s CL Accounts. CL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, CL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by Customers or end users. The CL Wireless Spend calculation will not include CL Accounts that are in default for non-payment.</u> - <u>“IL Wireless Spend” The total dollar value of wireless services, data and Equipment as invoiced by Contractor that are paid by end user employees pursuant to IL Accounts in the Customer’s employee program. IL Wireless Spend does not include amounts invoiced by Contractor for: (i) taxes; and (ii) additional regulatory fees, administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs; and (iii) credits and refunds. In addition, IL Wireless Spend will be calculated after all discounts are taken into account and shall not include monthly recurring charges or other charges which are not actually paid by end users. The IL Wireless Spend calculation will not include IL Accounts that are in default for non-payment.</u>
3.2.1-3.2.2	10	<p>Sprint respectfully takes exception to these provisions to the extent it requires Sprint to provide Most Favored Customer pricing. Sprint recognizes State’s/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</p>

		<p>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.</p>
<p>3.2.3</p>	<p>10</p>	<p>Sprint respectfully takes exception to the eligibility and methodology of administrative fees for WSCA and non-WSCA States, and Sprint proposes the following alternative structure:</p> <p>3.2.3.1 The Contractor(s) shall report contract utilization and pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the <u>Total Wireless Spend</u> to WSCA (“<u>WSCA Admin Fee</u>”), paid quarterly. The WSCA directors approved the level of the <u>WSCA</u> administrative fee, and the fee is not negotiable. The <u>WSCA</u> administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). <u>If Contractor overpays the WSCA admin fee for any quarter, then Contractor shall be permitted to reduce any future WSCA admin fee payments by the incorrect amount. Contractor’s obligation to pay the WSCA administrative fee terminates upon the expiration or earlier termination of the WSCA Agreement.</u></p> <p>3.2.3.2 In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee (“<u>State Admin Fee</u>”) be paid directly to the state on <u>a percentage of CL Wireless Spend purchases</u> made by procuring entities within that <u>state pursuant to such state’s Participating Addendum. Any such State Admin Fee shall be related to a State’s administrative expenses in administering the Participating Addendum and shall not be deemed a discount or rebate.</u> For all such requests, the <u>percentage</u> fee level (<u>which in no event shall exceed 1% of CL Wireless Spend</u>), payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may <u>reduce adjust the CL service discounts SES pricing accordingly by the State Admin Fee percentage</u> for purchases made by procuring agencies within the jurisdiction of the state. Any such CL service <u>discount price</u> reduction <u>adjustment</u> shall not exceed the <u>State Admin Fee percentage dollar value of the additional fee. If Contractor overpays the State Admin Fee for any quarter, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor’s obligation to pay a State Admin Fee terminates if: (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party.</u> All such agreements shall have no effect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.</p> <p>3.2.3.3 <u>At Contractor’s discretion, administrative fees may be permitted for participating government entities/government Customers that are not States (“Local Government Admin Fee”) that sign a Participating Addendum, subject to the requirements of this Section</u></p>



		<p><u>3.1.2, on a percentage of CL Wireless Spend made by procuring entities within that local government entity’s jurisdiction pursuant to such local government entity’s Participating Addendum. Any such Local Government Admin Fee shall be related to a local government entity’s administrative expenses in administering the Participating Addendum and shall not be deemed a discount or rebate. For all such requests, the fee level percentage (which in no event shall exceed 1% of CL Wireless Spend), payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum. The Contractor(s) may reduce/adjust the CL service discounts/SES pricing accordingly by the State Admin Fee percentage for purchases made by procuring agencies within the jurisdiction of the Local Government entity. Any such CL service discount/price reduction/adjustment shall not exceed the Local Government Admin Fee percentage/dollar value of the additional fee. If Contractor overpays the Local Government Admin Fee for any quarter, then Contractor shall be permitted to reduce any future Local Government Admin Fee payments by the incorrect amount. Contractor’s obligation to pay a Local Government Admin Fee terminates if: (1) the Participating Addendum has expired; or (2) the Participating Addendum has been terminated (before expiration) by either party. All such agreements shall have no effect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.</u></p>
3.2.4	10	<p>Sprint respectfully takes exception to the term “rebated” and requests that it be deleted and replaced with the word “paid.” The administration fees are not discounts or rebates.</p>
3.2.5	10	<p>Sprint respectfully takes exception to the last sentence of this provision and, based on Sprint’s proposed edits/clarifications to Section 3.2.3, proposes the following revised language: <u>“IL Wireless Spend will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and will be reported as outlined in this RFP.”</u></p>
3.2.7	11	<p>Sprint has read, understands and will comply, subject to the following clarifications: <u>- Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor’s normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice by WSCA, the United States Government, the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives (collectively, “Auditors”). All subcontracts shall reflect requirements of this paragraph. Further, due to the highly sensitive and proprietary nature of Contractor’s records, any third party auditor acting on behalf of one or more of the Auditors shall be subject to prior approval by Contractor and may be required at Contractor’s sole discretion to execute Contractor’s standard</u></p>

		<u>non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Lead State and Participating Entities may request an audit once during every contract year.</u>
3.3.4	12	<p>Sprint respectfully proposes the following clarifications regarding additional, modified or custom reporting requests or formats:</p> <ul style="list-style-type: none"> - Sprint requests 60 day notification of any format changes to reporting that has been previously agreed upon with State/Customer. Sprint reserves the right to not deliver retroactive reporting in formats later agreed upon by Sprint and the State/Customer. Notwithstanding anything in the RFP or Sprint's Proposal to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis. <p>Sprint can provide equipment purchase summaries to specific entities. Fields, such as "Order Number", "Customer PO Number", "Order Type", and "PO Date" may not be available at the account level, as we have thousands of WSCA member accounts. Not all eligible entities have the same fields populated on their invoices due to system limitations of eligible entities and/or internal procedures of the respective parties.</p> <p>The following fields require further clarification as to what information is required before we can provide feedback on their availability at the PA level and account level: "UNSPSC Commodity", "VAR/Reseller/Distributor NAME", and "Recycling".</p> <p>The following fields are only available at the PA level: "CRU Minutes", "CRU Lines", "CRU Gross Sales", "IRU Minutes", and "IRU Lines".</p> <p>Each Member's Sprint Account Team will work with them to identify any requested changes from the current reporting we currently provide them today or new reporting needed for new members.</p>
3.3.5, 3.3.6, 3.3.7	12	<p>Sprint respectfully proposes the following clarifications regarding additional, modified or custom reporting requests or formats:</p> <ul style="list-style-type: none"> - Sprint requests 60 day notification of any format changes to reporting that has been previously agreed upon with State/Customer. Sprint reserves the right to not deliver retroactive reporting in formats later agreed upon by Sprint and the State/Customer. Notwithstanding anything in the RFP or Sprint's Proposal to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis.
3.5.1	12	<p>Sprint respectfully takes exception to this requirement to the extent it requires Sprint to provide Most Favored Customer pricing. Sprint has offered pricing that it believes meets State's/Customer's requirements; however, Sprint does not offer Most Favored Customer clauses in its contracts. Sprint believes its response is competitive now and will be for the term of any contract resulting from this proposal. 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.</p>
3.5.6-3.5.12	13	<p>Sprint respectfully proposes the following clarification relating to coverage: Wireless services do not perform in precisely the same manner as non-wireless landline telephone services. Accordingly, Sprint does not guarantee coverage in any specific area at any specific time. Coverage shown on the coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times. Any custom in-building or</p>

		on-campus coverage solutions provided by our Custom Network Solutions (CNS) group will require a separate agreement outside of the WSCA Master Agreement.
3.5.11	13	Sprint respectfully takes exception to this requirement. In the event of scheduled network maintenance, Sprint shall make commercially reasonable efforts to notify Customer in advance of the area(s) that could be potentially affected by such maintenance. Sprint does not guarantee that network maintenance or other environmental conditions necessitating maintenance will be known or are knowable in advance and, therefore, Sprint cannot guarantee that Customer will be notified within twenty-four (24) hours of such maintenance. Sprint shall make commercially reasonable efforts to provide Customer with advance notification of major planned network element maintenance.
3.5.15	14	Sprint respectfully provides the following additional clarification regarding this Section: <u>Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services.</u>
3.5.17	14	Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer's warranty provided directly from the manufacturer to the Customer upon receipt of the equipment. 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.
4.1.6	19	Sprint certifies, to the best of Sprint's actual knowledge, that none of vendor's employees is employed by the State of Nevada any of its political subdivisions or by any other government involved in the performance of the contractual services resulting from this RFP. However, Sprint is a publicly traded company with approximately 40,000 employees, and Sprint has no mechanism to accurately or effectively track such information.
4.1.7	20	As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, State's request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint's ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint's Annual Report on Form 10-K/A, available on http://investors.sprint.com/phoenix.zhtml?c=127149&p=irol-sec for a description of certain litigation or claims.
6.1	22	Sprint respectfully takes exception to this requirement and proposes the following alternative:

		<p><u>- Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State’s “Purchasing Card.”</u></p> <p><u>(a) Invoicing.</u></p> <p><u>A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the date the Products or Services are installed or delivered and made available.</u></p> <p><u>B. Delays. If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days or more after the Effective Date.</u></p> <p><u>C. Timing. In general, for recurring Services, Sprint bills fixed recurring Service charges in advance and usage-based charges in arrears.</u></p> <p><u>(b) Payment Terms. Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt. Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make payment within 15 days of receiving Sprint’s written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Service, unless prohibited by applicable law. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint’s written consent. Sprint’s acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer’s payment obligations include late charges and third party collection costs incurred by Sprint, including but not limited to reasonable attorneys’ fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.</u></p> <p><u>(c) Disputed Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) makes timely payment of all undisputed charges; and (B) within 30 days of the due date, provides Sprint with a written explanation of Customer’s reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within 5 business days of receiving notice, Customer must pay the charge or invoke the dispute resolution process in this Agreement. If Sprint determines in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.</u></p> <p><u>(d) Repayment of Credits or Waived Charges. If, before the end of the Term, Sprint terminates an Order, a Service or the Agreement due to Customer’s material breach, or Customer terminates a Service or the Agreement (unless due to Sprint’s material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Term at the time of termination.</u></p>
10.2	33	Sprint respectfully takes exception to the requirement that the evaluation committee be permitted to contact any current users of a vendor’s services as

		<p>this requirement is overly-broad. Sprint respectfully requests that the committee limit the right to contact Sprint’s customers to the list of reference clients provided by Sprint in its Proposal. Sprint is a publicly traded company and is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors. Sprint contracts may prohibit or restrict disclosure of Sprint’s relationship with certain customer and may prohibit or restrict contacts by third parties. The committee may contact any of Sprint’s listed reference customers.</p>
10.3	33	<p>As a publicly traded company that is party to thousands of commercial, consumer and government contracts with its customers, suppliers and competitors, Sprint is involved in litigation, investigations and contract disputes at all times due to the number of its customers, suppliers and competitors, and the nature of the services it provides. Consequently, State’s request for Sprint to compile a list or provide details regarding prior or ongoing contract failures, contract breaches, civil or criminal litigation or investigations, ongoing or occurring during the past six years, is an extremely arduous, burdensome and time-consuming task, and Sprint has no mechanism to track some of the requested information. Although Sprint is unable to provide such information, Sprint can declare that: (i) during the past six years it has not had a termination for default under a contract with a government entity; (ii) Sprint is not currently suspended or debarred by any government agency nor has it been during the past six years; and (iii) Sprint is not aware of any past or ongoing action that would, if successful, have a material adverse impact on Sprint’s ability to perform under the terms of the RFP. As a public corporation, Sprint is required to fully disclose material data and relevant information that may influence investment decisions to all investors at the same time. Sprint does not provide detailed information on litigation except through its securities filings. Please refer to Sprint’s Annual Report on Form 10-K/A, available on http://investors.sprint.com/phoenix.zhtml?c=127149&p=irol-sec for a description of certain litigation or claims.</p>
11.1.15	35	<p>Sprint respectfully takes exception to the first sentence of this sentence as not being an accurate statement regarding Sprint’s proposed discounts and pricing. The rates and discounts identified in the pricing Schedules in Attachment BB will remain fixed for the Term (unless stated otherwise in the applicable Schedule or elsewhere in Sprint’s Response). Rates and discounts not fixed in the pricing Schedules will be based on the then-current list price at the time of purchase, less the Service Pricing Discount. The percentage discount is fixed for the term of the Contract, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day’s notice. Service Pricing Discounts are subject to the terms and conditions in Sprint’s Response and Sprint’s Additional Terms and Conditions contained the proposed Attachment CC to the Statewide Master Service Agreement, and may be subject to adjustment due to Administrative Fees in accordance with Contractor’s response in Section 3.2.3 of Sprint’s Response.</p>
11.1.17	35	<p>Sprint respectfully takes exception to the first sentence of this Section and proposes the following clarification: Sprint’s proposal may contain information marked as “Sprint Proprietary and Confidential Information.” Such Confidential Information may include, but is not limited to, products, materials, tools, and methodologies that are proprietary to Sprint. Such Confidential Information may constitute “trade secrets” within the meaning of the applicable law. The State shall protect such Confidential Information to the fullest extent possible pursuant to such applicable law and shall not publish, duplicate, use and disclose such Confidential information except as may be required by law. The State shall use such Confidential Information only for the evaluation of Sprint’s proposal and for no other purpose. All intellectual property rights in</p>

		Sprint’s proposal materials or accompanying documentation remain in and/or are assigned to Sprint.
11.2	35	We have provided our exceptions to contract terms & conditions on the page following this under “Attachment D” on page 12.
11.2.5	36	Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the State/Customer and will not bill the State/Customer for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The State/Customer 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, State/Customer, 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 State/Customer's jurisdiction requires the State/Customer to deduct or withhold separate taxes from any amount due to Sprint, the State/Customer must notify Sprint in writing. Sprint will then increase the gross amount of the State/Customer's invoice so that, after the State/Customer'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.
11.2.8	36	Sprint has read and understands, and respectfully proposes the following clarification to this provision: <u>All Participating Entities, including, but not limited to, “Local Governments,” are intended third party beneficiaries of any contract resulting from this RFP.</u>
11.3.2.1	37	Sprint respectfully provides the following additional clarification regarding this Section: <u>Sprint, as determined in its sole discretion, may discontinue any Product or Service. Sprint shall provide Customer with at least six (6) months prior notice of its intention to discontinue any such Products or Services.</u>
11.3.4	38	Sprint respectfully takes exception this provision in its entirety. Inspection shall be in accordance with the terms of the WSCA MSA Contract Form, as modified by Sprint’s proposed exceptions.
Attachment D	44	<p>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. The absence of a response in relations to a particular provision indicates our acceptance of that provision as it appears in the RFP. If Sprint is awarded the contract, Sprint will negotiate in good faith to execute a definitive agreement for the products and services contemplated by the RFP that will incorporate elements of the RFP, Sprint’s RFP responses, and any additional commercially reasonable terms and conditions negotiated by the parties.</p> <p>Independent Contractor entity name: - Sprint’s contracting name shall be as follows:</p> <p style="text-align: center;"><u>Sprint Solutions, Inc.,</u> <u>as contracting agent for the affiliated Sprint and Nextel entities providing the</u> <u>Products and Services</u> <u>12502 Sunrise Valley Drive</u> <u>Reston, VA 20196</u></p> <p>Preamble/2nd paragraph Sprint respectfully proposes adding the following sentence at the end of this section for the purpose of clarifying that in addition to participation by political subdivisions of WSCA Participating States, Eligible</p>

		<p>Non-Profit Entities may participate in the WSCA cooperative group contracting consortium. <u>“WSCA also allows participation by Eligible Non-Profit Entities, subject to the terms and conditions herein.”</u></p> <p>2. DEFINITIONS. Sprint respectfully takes exception to the definition of “Buyer” and proposes the following alternative definition: <u>“Buyer” means any Participating Entity (including the Lead State, any WSCA agency or political subdivision or any Eligible Non-profit Entity participating under this contract, either by signing a Participating Addendum or by being an authorized purchaser under another entity’s Participating Addendum.</u></p> <p>Sprint also proposes the following definition of “Eligible Non-Profit Entity”:</p> <p><u>“Eligible Non-Profit Entity(ies)” means an entity that receives funding support through the allocation of appropriated funds, and whose primary source of funding is not through fee-based services, that is : (i) a non-profit private primary or secondary education entity (K-12); (ii) a non-profit healthcare entity; or (iii) a public safety entity that provides a governmental function or service. Notwithstanding the foregoing, participation by non-profit entities under a state or local government’s Participating Addendum shall be subject to applicable state law, which may expand or narrow (or bar completely) the use of the applicable Participating Addendum by non-profit entities. In such situations, in the event this definition of Eligible Non-Profit Entity conflicts with applicable state law, the state law definition and/or eligibility standards for use of the Participating Addendum shall control.</u></p> <p>4. CANCELLATION OF CONTRACT; NOTICE. – Sprint respectfully proposes clarifying this heading by inserting the words <u>“FOR CONVENIENCE”</u> after the word “CONTRACT” to reflect that this cancellation clause only applies to termination of the contract for convenience and not terminations due to a party’s default or other contingencies, which are addressed in Section 21 of the Contract.</p> <p>4. CANCELLATION OF CONTRACT; NOTICE. – Sprint respectfully requests that the following edits be made to this Section to clarify the parties’ respective rights, to reflect that a separate termination section (21) exists and to add the missing Notice provision. In addition, Sprint does not agree that the Contract can be canceled in part.</p> <p><u>(a) Cancellation.</u> Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity<u>State</u> to indemnification by the Contractor, <u>Contractor’s</u> rights of payment for goods/services delivered and accepted, and <u>each party’s</u> rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default <u>shall be in accordance with Section 21 herein</u>may be immediate.</p> <p><u>(b) Notice. All notices must be in writing Notices required under this Agreement must be submitted in writing to the party’s address for notice</u></p>
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listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

<p><i>Sprint:</i> Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196</p>	<p><i>Customer:</i> _____ _____ _____</p>
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5. INCORPORATED DOCUMENTS. – Sprint respectfully requests the addition of the words “**after the Contract**” be added after the word “precedence” in order to clarify that the Contract will be first in order of precedence.

5. INCORPORATED DOCUMENTS. – Sprint respectfully requests the addition of the following additional Attachments to the Contract:

ATTACHMENT CC: CONTRACTOR’S ADDITIONAL TERMS
ATTACHMENT DD: CONTRACTOR’S PRODUCT/SERVICE ANNEXES

6. COMMENT TO LEAD STATE: There is no Section 6 in the Contract.

8. BID SPECIFICATIONS. – If Sprint’s Proposal is accepted by the State, it is appropriate for Sprint’s Proposal to take precedence over the original RFP to the extent that Sprint’s Proposal contains any clarifications, additional details or variations from the RFP requirements. Accordingly, Sprint respectfully proposes the following language be inserted after the end of the first sentence of this provision: “**To the extent such deviations are contained in Attachment BB, such deviations in Attachment BB shall control in the event of a conflict with the specifications in Attachment AA.**”

9. ACCEPTANCE OR REJECTION OF BIDS, AND AWARD – Sprint respectfully requests that this provision be deleted in its entirety as not being applicable to the Contract. This provision is more appropriate as an RFP requirement and ceases to be relevant once the Contract between the parties is executed.

10. BID SAMPLES – Sprint respectfully requests that this provision be deleted in its entirety as not being applicable to the Contract. This provision is more appropriate as an RFP requirement and ceases to be relevant once the Contract between the parties is executed. Terms and conditions relating to demonstration and test Products are addressed in Attachment BB.

11. CONSIDERATION (first sentence)– Sprint respectfully takes exception to the first sentence and requests that it be deleted in its entirety. Sprint proposes the following alternative as a new section 11(a) and 11(b) in its place:

(a) The parties agree that Contractor will provide the services specified in paragraph (5) at a cost to Buyers calculated as follows:

(i) 25% CL Discount: The CL Discount is a percentage discount off the eligible monthly recurring charges (“MRCs”) charged for CL Account Active Units (as defined in Attachment BB and Attachment CC).

		<p><u>(ii) 18% IL Discount:</u> The IL Discount is a percentage discount off the eligible monthly recurring charges (“MRCs”) charged for IL Accounts (as defined in Attachment BB and Attachment CC). The CL Discount and the IL Discount are collectively referred to as the “Service Pricing Discounts.” IL Account eligibility shall be in accordance with Attachment BB and CC.</p> <p><u>(iii) How Calculated.</u> Unless otherwise noted, Service Pricing Discounts apply to eligible monthly recurring charges (“MRC”) before taxes and surcharges and after application of credits, other discounts, and rebates. Overage, usage-based, and third party applications and services, certain business plan, add-ons, and other charges (including certain network specific products and services), are not eligible for Service Pricing Discounts. Service Pricing Discounts may apply to the MRC of certain promotional rate plans which Sprint may offer on a limited time basis, at Contractor’s discretion. Service Pricing Discounts are subject to the terms and conditions in Attachment BB and Attachment CC, and may be subject to adjustment due to Administrative Fees in accordance with Contractor’s response in Section 3.2.3 of Attachment BB.</p> <p><u>(iv) CL Account Eligibility.</u> Only CL Account Active Units (defined as an active piece of wireless Product that Customer enrolls in a Business Plan under the Contract) that are included in Buyer’s account hierarchy with Contractor are eligible for the Service Pricing Discounts. It may take up to 2 invoicing cycles to move pre-existing CL Account Active Units to the same invoicing cycle in order to start receiving the Service Pricing Discounts. Buyer’s contractors, suppliers, and any non-government, non-authorized agencies working with Customer are not eligible for the Service Pricing Discounts.</p> <p><u>(v) Wireless Device-Discount.</u> New CL Accounts are eligible for a discount device price. The discount device is at least 39% discount off the 1 year net price, defined as the suggested retail price less \$75.00 (“Flat Rate Price”). The devices offered with this discounted price may change at any time in Sprint’s sole discretion. This discounted device offer may not be available in all sales channels.</p> <p><u>(vi) Upgrade Terms.</u> Existing CL Account Active Units may be upgraded or replaced after 12 months of continuous service at the Flat Rate Price unless otherwise noted.</p> <p><u>(vii) Accessory Equipment.</u> The accessory discount of 20% applies to the national retail price for Nextel Device and Sprint Device accessories purchased for CL Accounts under this Agreement.</p> <p><u>(viii) Fixed Rates.</u> The rates and discounts identified in the pricing Schedules in Attachment BB will remain fixed for the Term (unless stated otherwise in the applicable Schedule or elsewhere in Attachment BB).</p> <p><u>(ix) Percentage Discounts.</u> Rates and discounts not fixed in the pricing Schedules in Attachment BB will be based on the then-current list price at the time of purchase, less the Service Pricing Discount if applicable. The percentage discount is fixed for the Term, but Contractor may modify the underlying rate or list price to which the percentage discount is applied on no less than one day’s notice.</p> <p>b) Rate Adjustments. Contractor may impose on Buyers additional</p>
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		<p>following clarification be added to the 13th sentence: “The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.” It is Sprint’s understanding that this sentence is only intended to apply to cash discounts based upon early payment.</p> <p>13. <u>TAXES</u> (2nd) – Sprint respectfully proposes the following clarification to the second sentence: Insert the words “or Buyer” after the words “Where a Participating State . . .”</p> <p>13. <u>TAXES</u> (3rd and 4th sentences) – Sprint respectfully takes exception to the third and fourth sentences and requests that they be deleted in their entirety. Taxes shall be in accordance with Sprint’s proposed language in new Sections 3(b), 3(c) and 3(d) below. NRS 361.157 and NRS 361.159 are not applicable to the Products and Services being offered by Sprint. The performance of this Contract does not involve use of the Lead State’ real or personal property, therefore Sprint does not accept liability for any change in the tax exempt status of such property.</p> <p>13. <u>TAXES</u> (5th sentence) – Sprint respectfully proposes the following clarifying language be added to the 5th sentence: Insert “owed to Lead State or a Buyer that are” between the words “obligation” and “not”.</p> <p>13. <u>TAXES</u> – Sprint respectfully proposes adding the following new paragraphs (b), (c) and (d) at the end of this section to clarify the parties’ respective obligations regarding taxes:</p> <p><u>(b) Taxes Not Included. Contractor’s rates and charges for Products and Services do not include taxes. Buyer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website (http://www.sprint.com/ratesandconditions).</u></p> <p><u>(c) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Buyer conducts business requires Buyer to deduct or withhold separate taxes from any amount due to Contractor, Buyer must notify Contractor in writing. Contractor will then increase the gross amount of Buyer’s invoice so that, after Buyer’s deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.</u></p> <p><u>(d) Tax Exemptions and Exclusions. Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Buyer and statutory exemptions and will not bill Buyer for any such exempted taxes. Buyer will not be responsible for payment of Contractor’s direct income and employment taxes.</u></p> <p>14. <u>FINANCIAL OBLIGATIONS OF PARTICIPATING STATES</u> (1st sentence and heading) – Sprint respectfully proposes the following clarifications to the heading and first sentence of this Section: Insert the words “and Buyers” after the words “Participating States” in order clarify that these requirements are applicable to all Participating Entities.</p> <p>14. <u>FINANCIAL OBLIGATIONS OF PARTICIPATING STATES</u> (2nd</p>
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		<p>sentence) – Sprint respectfully takes exception to the second sentence and requests the deletion of this sentence in its entirety. This sentence is more appropriate as an RFP requirement and ceases to be relevant once the Contract between the parties is executed.</p> <p>17. <u>DELIVERY</u> (1st sentence) - Sprint respectfully proposes the following clarification to the first sentence: Delete the words “WSCA state agency or political subdivision” and replace with word “<u>Buyer</u>” to clarify that this provision is applicable to all Participating Entities.</p> <p>17. <u>DELIVERY</u> (4th sentence) Sprint respectfully proposes the following clarification to the fourth sentence. Delete the words “special terms and conditions” and replace with “<u>Attachment BB</u>” since any minimum shipment amounts will be set forth in Contractor’s Response. “Special terms and conditions” is not a defined term and it is not clear what terms and conditions it is intended to reference.</p> <p>19. <u>INSPECTIONS</u> (2nd sentence) – Sprint respectfully takes exception to certain language in the second sentence and requests that it be modified as follows: “If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances.” Equitable adjustment is not an appropriate remedy for the types of goods that Sprint is providing. Buyers have adequate remedies elsewhere under this Contract.</p> <p>19. <u>INSPECTIONS</u> (last sentence) – Sprint respectfully takes exception to the last sentence of this section and requests that it be deleted in its entirety. The remedies under the Uniform Commercial Code are superseded by the terms and conditions of this Contract and are not applicable.</p> <p>20(b) <u>Inspection & Audit</u> - Sprint respectfully proposes the following clarifications/modifications to this provision to make this provision consistent with what the parties agreed to in the existing 1523 contract and to provide a reasonable limit on the frequency of audits:</p> <p>20(b) <u>Inspection & Audit</u> - Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, <u>during Contractor’s normal business hours at any reasonable time</u>, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, <u>upon reasonable prior written notice with or without notice</u> by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General’s Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives (<u>collectively, “Auditors”</u>). <u>All subcontracts shall reflect requirements of this paragraph. Further, due to the highly sensitive and proprietary nature of Contractor’s records, any third party auditor acting on behalf of one or more of the Auditors shall be subject to prior approval by Contractor and may be required at Contractor’s sole discretion to execute Contractor’s standard non-disclosure agreement prior to examining, inspecting, copying or</u></p>
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		<p><u>declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:</u></p> <ul style="list-style-type: none"> <u>i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or</u> <u>ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or</u> <u>iii. If the Buyer materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or</u> <u>iv. If it is found by the Buyer that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or</u> <u>v. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.</u> <p><u>d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within thirty (30) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.</u></p> <p>23. <u>LIMITED LIABILITY</u> – Sprint respectfully proposes the following modifications and clarifications, the majority of which are consistent with existing Contract 1523 and other recent contracts between Sprint and Lead State. Sprint also seeks to clarify and make the language consistent with Sprint’s current risk management policies.</p> <p>23. <u>LIMITED LIABILITY.</u> Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150125% of the contract maximum “not to exceed” value <u>between Contractor and the applicable individual Buyer; provided, however, that if no “not to exceed” value is specified than Contractor’s maximum liability shall be one million dollars (\$1,000,000).</u> Contractor’s tort liability shall <u>be limited to 100% of the contract maximum “not to exceed” value between Contractor and the applicable individual Buyer; provided, however, that if no “not to exceed” value is specified than Contractor’s maximum liability shall be one million dollars (\$1,000,000).</u> not be limited As further clarification, Contractor’s</p>
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		<p><u>tort liability shall not be limited as it relates to Contractor's indemnification obligations under this Contract and for any damages related to death or serious bodily injury. Notwithstanding anything in this Contract to the contrary, and in addition to the preceding limitations referenced above, Contractor's liability shall be limited as follows:</u></p> <p><u>i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.</u></p> <p><u>ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by a Buyer or any third parties in connection with this contract.</u></p> <p>24. <u>FORCE MAJEURE</u> – Sprint respectfully takes exception to the last sentence of this section and requests that it be deleted. An excusable delay (such as Force Majeure) should not be a separate basis for termination. Buyers are adequately protected by the other termination rights in Section 21.</p> <p>25. <u>INDEMNIFICATION</u> – Sprint respectfully proposes the following modifications and clarifications, the majority of which are consistent with existing Contract 1523 and other recent contracts between Sprint and Lead State. Sprint also seeks to clarify and make the language consistent with Sprint's current risk management policies. In addition, the last sentence of this Section is redundant and inconsistent with the preceding portions of the section.</p> <p>25. <u>INDEMNIFICATION.</u> To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's <u>or applicable Buyer's</u> right to participate, Nevada <u>or the applicable Buyer</u> from and against all <u>third party claims for liability, claims, actions,</u> damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising <u>directly from Contractor's performance of the Contract and relating to personal injury, death or damage o tangible personal property that is alleged to have resulted, in whole or in part, from the gross negligence or willful misconduct out of any alleged negligent or willful acts or omissions</u> of Contractor, its officers, employees and <u>authorized</u> agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.</p> <p>26. <u>INSURANCE</u> – Sprint respectfully takes exception and requires the following modifications to the insurance requirements in order to comply with the requirements and practices of Sprint's insurers and the requirements of Sprint's internal risk management policies. Sprint is not able to provide notice of termination or non-renewal prior to the date of such occurrence. Sprint does not maintain policies that cover Title VII actions. Sprint cannot give WSCA or any other customer or collection of customers approval rights over deductibles or retention amounts. There is no definition of material change in any insurance policy form, therefore Sprint and its insurers cannot agree to give notice upon</p>
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		<p>the occurrence of such a contingency. Accordingly, Sprint requests the following modifications to this section:</p> <p>“Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance.”</p> <p>2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).</p> <p>d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self insured retention. Any deductible or self insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.</p> <p>e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, or non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified regular <u>mailed</u> to the address identified on page 1 of the contract.</p> <p>27. <u>COMPLIANCE WITH LEGAL OBLIGATIONS</u> – Sprint respectfully requests the following clarification be inserted into the last sentence of this provision since the cited statute is Nevada-specific: “The Lead State may set-off against consideration due any delinquent government obligation <u>owed to the Lead State</u> in accordance with NRS 353C.190.”</p> <p>30. <u>ASSIGNMENT</u> – Sprint proposes the following modifications and clarifications, the majority of which are consistent with existing Contract 1523 and other recent contracts between Sprint and Lead State.</p> <p>30. <u>ASSIGNMENT/DELEGATION</u>. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor <u>Neither party</u> shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the other party <u>WSCA Contract Administrator, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Contractor may assign this contract to any parent, subsidiary or affiliate of Contractor or to any purchaser of all or substantially of Contractor’s assets upon written notice to the other party.</u></p> <p>31. <u>OWNERSHIP OF PROPRIETARY INFORMATION</u> – Sprint respectfully takes exception and proposes the following modifications and clarifications based on the fact that Sprint is not creating any "works for hire" for WSCA or</p>
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		<p>the Buyers, and Sprint must retain all rights in Sprint's (and its contractor's) intellectual property utilized in contract performance. WSCA should provide a specific listing of "works for hire" for Sprint' review that are being created or otherwise identify the exact intellectual property that it believes should be transferred from Sprint to WSCA or Buyers under the Contract. Certain of Sprint's modifications and clarifications are also consistent with existing Contract 1523.</p> <p>31. OWNERSHIP OF PROPRIETARY INFORMATION. Any report or other documents, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract <u>and specifically identified as a deliverable in Attachment [] to the Contract</u>), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract; <u>provided, however, that Contractor shall retain a non-exclusive perpetual license to utilize such reports and documents for its business purposes.</u> Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection. <u>Contractor shall retain ownership rights on any documents prepared specifically for the any Buyer that include Contractor's proprietary or confidential information, which will include, but not be limited to, invoicing and records. All intellectual property rights in the Products and Services remain in and/or are assigned to Contractor. In no event shall Contractor be precluded from developing for itself, or for others, products, services or materials that are competitive with, or similar to, the Products and Services provided under this Contract. In addition, Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and Services to the Customer.</u></p> <p>32. PATENTS, COPYRIGHTS, ETC. – Sprint proposes the following modifications and clarifications, which are generally consistent with existing Contract 1523 between Sprint and Lead State and required by Sprint's current risk management policies.</p> <p>32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and defend hold WSCA, the State, and Participating States and their officers, agents and employees <u>against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by the applicable indemnified party; or (ii) the indemnified party's continued use of infringing Services after Contractor provides reasonable notice to the indemnified party of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for indemnified party to continue using the Services; (B) replace or modify the</u></p>
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		<p><u>Services with comparable Services; or (C) terminate the Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of the indemnified parties, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Services, harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.</u></p> <p>34. <u>CONFIDENTIALITY.</u> – Sprint respectfully proposes the following clarifications and modifications, which are generally accepted exceptions to the definition of confidential information.</p> <p>34. <u>CONFIDENTIALITY.</u> Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract. <u>otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is require to be disclosed by law, regulation, or court or government order.</u></p> <p>35. <u>NONDISCRIMINATION.</u> – Sprint respectfully proposes the following typographical correction to the last sentence of this section: “Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.”</p> <p>39. <u>WARRANTIES.</u> – Sprint respectfully takes exception to these warranty provisions and proposes the following alternative below, which is generally consistent with existing Contract 1523 between Sprint and Lead State. Sprint is not the manufacturer of the Equipment and is not in a position to offer its own independent warranties on the equipment. As a provider of telecommunications “Service”, rather than a purchased “System”, most RFP warranty requirements do not apply. 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.</p> <p>39. <u>WARRANTIES.</u> <u>Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided “as is.” Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.</u></p>
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		<p>a. Uniform Commercial Code. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.</p> <p>b. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.</p> <p>e. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and data interface values that reflect the century.</p> <p>42. <u>POLITICAL SUBDIVISION PARTICIPATION</u> - Sprint respectfully proposes the follow clarifications and modifications to this section for the purpose of clarifying that in addition to participation by political subdivisions of WSCA Participating States, eligible political subdivisions and Eligible Non-Profit Entities may sign their own Participating Addendums.</p> <p>42. <u>POLITICAL SUBDIVISION PARTICIPATION.</u> Participation under this contract by <u>eligible Buyers (including, but not limited to,</u> political subdivisions (i.e., colleges, school districts, counties, cites, etc.) of the WSCA Participating States)) shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.</p> <p><u>This Contract is entered into by the Lead State on its own behalf and at the request of and for the benefit of: (i) WSCA; (ii) the Participating State(s); and (iii) all other eligible entities, including, but not limited to, Eligible Non-Profit Entities that qualify as "Buyers" under this Contract, whether by executing a Participating Addendum or by purchasing under another Buyer's existing Participating Addendum where authorized to do so.</u></p> <p><u>Each of the entities above is referred to herein individual as an "Participating Entity" or collectively as the "Participating Entities."</u></p> <p>44. <u>GOVERNING LAW; JURISDICTION.</u> - Sprint respectfully proposes the follow clarifications and modifications to this section for the purpose of clarifying that in addition to participation by political subdivisions of WSCA Participating States, eligible political subdivisions and Eligible Non-Profit Entities may sign their own Participating Addendums.</p> <p>44. <u>GOVERNING LAW; JURISDICTION.</u> This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of</p>
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		<p>conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State <u>or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.</u> Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State <u>or in the State in which the applicable Participating Entity is located if such entity is not a State.</u></p>
Attachment I	49	<p>Sprint has read and understands that additional states and eligible participating entities may be added with the consent of the Contractor through execution of a Participating Addendum. It is Sprint’s understanding that Attachment I – Model Participating Addendum is an optional use, sample template and that Contractor may in its discretion develop a unique Contractor Participating Addendum template.</p>
Attachment J	50	<p>Sprint respectfully takes exception to the statement in the third sentence of the Attachment J cover page to the extent it requires the Lead State’s consent or approval of individual Participating Addendums signed between Contractor and other eligible entities. The Lead State’s consent or approval of individual Participating Addendums is neither necessary nor practical given the expected high volume of Participating Addendum’s to be executed. Accordingly, the words “and Lead State” should be deleted from this sentence.</p> <p>In addition, Sprint requests that it be clarified that additional states “and other eligible participating entities” may be added with the consent of the Contractor through execution of a Participating Addendum.</p> <p>Finally, Sprint also would like to clarify that the numerous local government entities currently participate in the current contract through individual Participating Addendums and that the list of current states should not be considered an inclusive list of all currently participating entities that have signed Participating Addendums.</p>
Attachment K	51	<p>To the extent Sprint has clarified or taken exception to a term in the Participating Addendum or proposed additional State terms and conditions, such comments have been included only after careful consideration of the WSCA 1907 RFP requirements, Sprint’s corporate policies, and applicable law. The absence of a response in relations to a particular provision indicates our present acceptance of that provision as it appears in the States Unique Terms and Conditions section of WSCA 1907 RFP; provided, however, that as noted in Amendment No. 2 to the RFP, there may be a significant time lag between the WSCA RFP 1907 due date and the date that Sprint and the individual participating states begin discussing the terms of the new Participating Addendums. In addition, Sprint’ acceptance or rejection of certain proposed State-specific terms and conditions may be conditioned upon the ultimate outcome of Sprint’s negotiations with WSCA of the proposed WSCA Statewide Master Service Agreement For Services of Independent Contractor, as modified by Sprint’s Response (“Proposed WSCA MSA”). Accordingly, Sprint reserves the right to raise additional exceptions in its negotiations with individual Participating States based on intervening circumstances. Sprint has made a good faith effort to respond to all the States Unique Terms and Conditions to the best of its ability and present knowledge. If Sprint is awarded the WSCA contract, Sprint will negotiate in good faith to execute a definitive Participating Addendum with each of the Participating States for the products and services contemplated by the WSCA 1907 RFP that will incorporate elements of the WSCA 1907 RFP, Sprint’s RFP responses, the Proposed WSCA MSA, and any</p>

		<p>additional commercially reasonable terms and conditions negotiated by the parties.</p> <p style="text-align: center;"><u>STATE OF MONTANA</u></p> <p><u>ACCESS AND RETENTION OF RECORDS:</u> - Sprint’s access policies and retention of billing records shall be in accordance with State law, subject to the terms and conditions of the Proposed WSCA MSA, which Sprint believes adequately addresses the State’s requirements.</p> <p><u>ASSIGNMENT, TRANSFER AND SUBCONTRACTING:</u> - Assignment, Transfer and Subcontracting shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p><u>CONTRACT TERMINATION: Reduction of Funding.</u> – Sprint has read, understands and will comply, subject to the notice requirements of the Proposed WSCA MSA.</p> <p style="text-align: center;"><u>STATE OF OREGON</u></p> <p>1. Scope: (1st bullet) – Sprint respectfully takes exception to this requirement. Sprint offers priority service plans/programs to certain public safety customers, which the State may elect to participate in. In addition, Federal law may in certain circumstances require that priority be given to certain Federal agencies.</p> <p>(3rd Bullet) – Sprint respectfully takes exception to this requirement due to the intent of the requirement not being clear. Sprint is willing to discuss and attempt to address the State’s concerns on this issue once Sprint receives additional clarification from the State.</p> <p>5. Subcontractors: - Subcontracting is addressed in the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement. Sprint is willing to discuss and attempt to address the State’s concerns on this issue once Sprint receives additional clarification from the State regarding the State’s definition of subcontractors and requirements related to subcontractors under the Participating Addendum. – Since Sprint agrees that it will assume all responsibility for its subcontractors, Sprint does not agree with State’s right to approve or reject Sprint subcontractors or subcontractor personnel, nor does Sprint agree to provide details of the terms and conditions of the agreement between it and subcontractors. 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.</p> <p>- 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 State’s subcontractor approval rights or other subcontractor requirements set forth in an 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 State (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</p>
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		<p>State).</p> <p>8. Order of Precedence: - Sprint respectfully takes exception to this provision. Sprint requires that the Proposed WSCA MSA be first in the contract order of precedence. - Sprint respectfully takes exception to the Paragraph (b) of this section and requests that it be deleted as not necessary and potentially confusing as to the future interpretation of the Participating Addendum and Proposed WSCA MSA.</p> <p>9. Vendor Collected Administration Fee: _____ % - Sprint is unable to agree or take exception to this requirement without knowing the proposed amount of the Vendor Administration Fee. Any Vendor Administrative Fee shall be calculated in accordance with the methodology in the Proposed WSCA MSA, and shall be subject to the terms and conditions of the Proposed WSCA MSA.</p> <p>OREGON EXHIBIT No. 1 <u>Participating State Modifications or Additions to Master Agreement No.</u></p> <p>2.3 Verification of Purchasing Entities. – Sprint has read, understands and will comply, subject to the following: Contractor’s verification obligations are limited to confirming eligibility of Purchasing Entities against the specified websites. Contractor shall not be liable to State or deemed in breach of the Participating Addendum if Contractor provides Goods and Services to an ineligible entity based on errors or omissions in the specified on-line databases.</p> <p>3. Goods and Services. - Sprint respectfully takes exception to Section 3.1 and 3.2 in their entirety and requests that they be deleted. All warranty and service level guarantees and standards, if any, shall be in accordance with the Proposed WSCA MSA. - Sprint does not manufacture equipment and offers no warranty on any equipment beyond the manufacturer’s warranty provided directly from the manufacturer to Customer upon receipt of the equipment. Except as, and then only to the extent, expressly provided in the Proposed WSCA MSA, 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. -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.</p> <p>Sprint’s sole liability arising from or related to Service disruption, regardless of the cause, is limited to a credit allowance equal to the proportionate charge to Customer for the period of the Service disruption. Service disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.</p> <p>4. Payment Provisions. – Payment, invoices, disputes, taxes and surcharges are addressed in the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this section its entirety. Sprint is willing to discuss and attempt to address any State invoicing specifics; provided, however, that Sprint shall not</p>
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		<p>be obligated to provide any custom invoicing that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis.</p> <p>6. Volume Sales Reports (VSRs) and Vendor Collected Administrative Fee (VCAF).</p> <p>6.1 Volume Sales Reports (VSRs). – Sprint respectfully takes exception to any reporting requirements that differ from Sprint’s existing reporting to the State under the parties’ existing Participating Addendum. Notwithstanding anything in the State’s requirements to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis</p> <p>6.2 Vendor Collected Administrative Fee (VCAF). - Sprint has read, understands and will comply, subject to the Administrative Fee being calculated in accordance with the methodology in the Proposed WSCA MSA, and being subject to the terms and conditions of the Proposed WSCA MSA. Sprint respectfully takes exception to any reporting requirements that differ from Sprint’s existing reporting to the State under the parties’ existing Participating Addendum. Notwithstanding anything in the State’s requirements to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis</p> <p>6.3 Audit. – Audits shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p>7. Warranties. Warranties, if any, shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to these requirements in their entirety.</p> <p>8. Indemnities. Indemnities shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to these requirements in their entirety.</p> <p>9. Term and Termination of Participating Addendum. 9.2 Termination. – Sprint has read, understands and will comply, subject to the applicable notice and cure requirements for termination as set forth in Proposed WSCA MSA.</p> <p>10. Termination of Individual Purchase Orders. – Sprint has read, understands and will comply, subject to the applicable notice and cure requirements for termination as set forth in Proposed WSCA MSA.</p> <p>14. Notices. – Sprint respectfully takes exception to the use of facsimile for official notices.</p> <p>21. Access to Records. – Access to records and audits shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p>24. Insurance. / Exhibit 2 – Sprint respectfully takes general exception to the insurance requirements since of the required boxes are checked and Sprint is not certain whether some, all or none of the insurance requirements would apply.</p>
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		<p>- Sprint respectfully takes exception to the phrase “and that are acceptable to DAS SPO” in the last sentence of the first Paragraph of Exhibit 2. This is an unreasonably vague requirement. Sprint is not able to switch insurers based on the State’s demand. Sprint will agree that its insurers will have an A.M. Best rating of A-, VII or better.</p> <p>- ii. <u>Professional Liability</u>: Sprint respectfully takes exception to this requirement. Sprint does not maintain professional liability coverage and such coverage is not applicable to the products and services Sprint is offering to the State.</p> <p>- v. <u>Pollution Liability</u>: Sprint respectfully takes exception to this requirement. Sprint does not maintain pollution liability coverage and such coverage is not applicable to the products and services Sprint is offering to the State.</p> <p>- Sprint respectfully takes exception to the “Per occurrence limit for multiple claimants” requirements for CGL and Auto. Sprint’s CGL and Auto policies have a \$2,000,000 per occurrence limit.</p> <p>- D. <u>Notice of Cancellation or Change</u>: Sprint respectfully takes exception to the phrase “material change, potential exhaustion of aggregate limits or non-renewal” due to the fact that these are not defined terms under Sprint’s policy forms. Sprint’s insurer will only provide notice of cancellation.</p> <p>Exhibit No. 3 – Taxes, Fees and Surcharges</p> <p>– Sprint respectfully takes exception to this provision and proposes the following alternative:</p> <p><u>Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the State and will not bill the State for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The State 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, state, 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 State’s jurisdiction requires the State to deduct or withhold separate taxes from any amount due to Sprint, the State must notify Sprint in writing. Sprint will then increase the gross amount of the State's invoice so that, after the State’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.</u></p> <p style="text-align: center;"><u>STATE OF UTAH</u></p> <p>3) <u>Records Administration</u></p> <p>- Access to records and audits shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p>- Sprint also respectfully takes exception to the “monitoring of services” requirement as such a requirement is not applicable to the products and services being offered by Sprint. Sprint own and/or operate various facilities at numerous locations nationwide to provide telecommunications services throughout the United States. Therefore, it is unclear to Sprint what facilities the State contemplates inspecting and/or monitoring pursuant to this provision. Accordingly, Sprint shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) the State shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Sprint’s performance of this contract; (c) the State shall provide reasonable</p>
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		<p>prior written notice of any inspections; and (d) Sprint reserves the right to pre-approve and require any designees or representatives who are not employees of the State to enter into a confidentiality agreement as a condition of access to and inspection of such facilities.</p> <p>4.1 <u>Status Verification System</u>: Sprint has read, understands and will comply, subject to the following clarification:</p> <ul style="list-style-type: none"> - 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 State’s referenced subcontractor requirements 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 State (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 State). <p>7) <u>TERMINATION</u>: Termination shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p>9) <u>TAXES</u>: – Sprint respectfully takes exception to this provision and proposes the following alternative: Sprint will recognize and honor all validly and properly issued and <u>executed tax exemption certificates delivered by the State and will not bill the State for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The State 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, state, 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 State’s jurisdiction requires the State to deduct or withhold separate taxes from any amount due to Sprint, the State must notify Sprint in writing. Sprint will then increase the gross amount of the State's invoice so that, after the State’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.</u></p> <p>12) <u>REPORTS AND FEES</u>: Sprint has read, understands and will comply, subject to the Administrative Fee being calculated in accordance with the methodology in the Proposed WSCA MSA, and being subject to the terms and conditions of the Proposed WSCA MSA. Sprint respectfully takes exception to any reporting requirements that differ from Sprint’s existing reporting to the State under the parties’ existing Participating Addendum. Notwithstanding anything in the State’s requirements to the contrary, Sprint shall not be obligated to provide any custom reports that Sprint determines in its discretion are impractical or unduly burdensome to Sprint from an operational, financial or system limitation basis</p> <p>15) <u>PUBLIC INFORMATION</u>: Sprint respectfully takes exception to the last sentence of this provision. The State shall protect properly identified confidential and proprietary information to the fullest extent possible pursuant to such applicable law and shall not publish, duplicate, use and disclose such information except as may be required by law.</p>
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		<p>“have ten (10) days thereafter to correct the cited reporting or record keeping practice deficiencies.”</p> <ul style="list-style-type: none"> - Sprint respectfully takes exception to this language and assumes it is a typo since it does not appear to be connected to a particular provision. <p>19) <u>CONTRACTOR ACCESS TO SECURE STATE FACILITIES / CRIMINAL CONVICTION INFORMATION / FORMER FELONS</u>: Sprint respectfully takes exception to this provision as not being applicable to the Products and Services being proposed by Sprint. Sprint is not bidding on construction, alteration, maintenance or repair services; and therefore Sprint employees will have limited or no unescorted access to secure premises.</p> <p>20) <u>CONFIDENTIALITY</u> – Sprint respectfully takes exception to this language and proposes the following alternative:</p> <p><u>Commencing on the Effective Date of the contract between the parties and continuing for a period of three (3) years from the termination of the contract, each party shall protect as confidential, and shall not disclose to any third party, any Confidential Information received from the disclosing party or otherwise discovered by the receiving party during the Term of this contract, including but not limited to, the pricing and terms of the contract, and any information relating to the disclosing party’s technology, business affairs, and marketing or sales plans (collectively the “Confidential Information”). The parties shall use Confidential Information only for the purpose of this contract. Confidential Information must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as confidential. Confidential Information that is oral and not written must be identified as Confidential Information at the time of disclosure and confirmed in writing delivered to Recipient within 15 days following its disclosure. The protections of this Agreement will apply during those 15 days.</u></p> <p><u>The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the receiving party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the receiving party without reference to the Confidential Information; or (e) is require to be disclosed by law, regulation, or court or government order.</u></p> <p>21) <u>SECURE PROTECTION AND HANDLING OF DATA Network Security</u>: - Sprint respectfully takes exception to these requirements as not being applicable to the products and services being offered by Sprint. Sprint’s network security and data protection measures meet or exceed industry standards. Sprint is willing to negotiate in good faith regarding commercially reasonable requirements the State may have.</p> <p>22) <u>NOTIFICATION AND DATA BREACHES</u> – Sprint respectfully takes exception to the indemnification requirements of this provision. Indemnification and limitation of liability shall be in accordance with the Proposed WSCA MSA.</p> <p style="text-align: center;"><u>STATE OF ARIZONA</u></p> <p>Arizona provisions for WSCA Wireless Contracts (rev 3-3)</p>
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		<p>1.1. <u>Integration with the TEM</u>. Sprint respectfully takes exception to this requirement and reserves the right to determine as the time of Participating Addendum negotiation whether its billing systems are compatible with the TEM system.</p> <p>2.2. <u>Statewide Pooled Plans</u>. Sprint respectfully takes exception and reserves the right to negotiate directly with the State regarding any Pooled Plans.</p> <p>2.3. <u>Further Discounts and Volume Tiers</u>. Sprint respectfully takes exception to this requirement. Discounts shall be in accordance with the Proposed WSCA MSA. Sprint also respectfully takes exception to this provision to the extent it requires Sprint to provide Most Favored Customer pricing. Sprint recognizes the State’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.</p> <p><u>ARIZONA UNIFORM TERMS AND CONDITIONS version 8</u> <u>Definition of Terms</u></p> <p>1.2: <u>Contract</u>: Sprint respectfully takes exception to this definition as it does not include the Proposed WSCA MSA, which is the basis of the Participating Addendum. Sprint requires that the Proposed WSCA MSA be include in the definition of contract and be first in the contract order of precedence.</p> <p>1.11 <u>Subcontract</u>: Sprint has read, understands and will comply, subject to the following 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 State’s referenced subcontractor requirements 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 State (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 State).</p> <p>2.1: <u>Arizona Law</u>: - Sprint respectfully takes exception to inclusion of the Uniform Commercial Code as being part of the applicable law governing the contract. The Proposed WSCA MSA and the terms and conditions negotiated between the parties shall take precedence over the UCC.</p> <p>2.3: <u>Contract Order of Precedence</u>: Sprint respectfully takes exception to this definition as it does not include the Proposed WSCA MSA , which is the basis of the Participating Addendum. Sprint requires that the Proposed WSCA MSA be include in the definition of contract and be first in the contract order of</p>
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		<p>precedence.</p> <p>3.1 <u>Records</u> - - Sprint’s access policies and retention of billing records shall be in accordance with State law, subject to the terms and conditions of the Proposed WSCA MSA, which Sprint believes adequately addresses the State’s requirements.</p> <p>3.3 <u>Audit</u> - Sprint’s audit policies and retention of billing records shall be in accordance with State law, subject to the terms and conditions of the Proposed WSCA MSA, which Sprint believes adequately addresses the State’s requirements.</p> <p>3.4 <u>Facilities Inspection and Materials Testing</u> - Sprint owns and/or operates various facilities at numerous locations nationwide to provide digital mobile wireless telecommunications services throughout the United States. Sprint does not manufacture any equipment. Therefore, it is unclear to Sprint what facilities the State contemplates inspecting pursuant to this provision. Accordingly, Sprint shall comply by making its facilities available for inspection at reasonable times in the ordinary course of business subject to the following: (a) State shall identify the facilities that may be subject to inspection under the contract; (b) such inspections shall be reasonably limited in geographic scope and shall only pertain to facilities which are directly related to Sprint’s performance of this contract; (c) State shall provide reasonable prior written notice of any inspections; and (d) Sprint reserves the right to pre-approve and require any designees or representatives who are not employees of State to enter into a confidentiality agreement as a condition of access to and inspection of such facilities. - Sprint respectfully takes exception to the last sentence of this requirement. The State, not Sprint, shall be responsible for the State’s costs of inspection and testing.</p> <p>3.7 <u>Property of the State</u> – Sprint respectfully takes exception to these requirements as not being applicable to the products and services being offered by Sprint.</p> <p><u>(a) The State’s rights in the products and services provided under this contract shall be for purposes of the State’s internal business only (which includes use by third parties doing business with the State, to the extent contemplated in the Proposed WSCA MSA and any applicable RFP) during the term of the agreement. All other intellectual property rights in the products and services remain in and/or are assigned to Sprint. Ownership of the underlying copyright in any such documents or materials used or created by Sprint in performance of the contract shall remain with Sprint, Sprint’s licensor or other third party licensor. In no event does the Customer obtain any ownership rights in the copyright to any materials, documents, recommendations, studies, plans, drawings, screen designs, screen outputs, and deliverables or to any third party software embedded in the Product and any elements of any software proprietary to Sprint.</u></p> <p><u>(b) Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Sprint’s software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies</u></p>
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		<p><u>posted by Sprint on its rates and conditions website (http://www.sprint.com/ratesandconditions). Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.</u></p> <p><u>(c) The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall Sprint be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the Products and services provided under this contract. In addition, Sprint shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Products and services to the State.</u></p> <p>3.8 <u>Ownership of Intellectual Property</u> – Sprint respectfully takes exception to these requirements as not being applicable to the products and services being offered by Sprint.</p> <p><u>(a) The State's rights in the products and services provided under this contract shall be for purposes of the State's internal business only (which includes use by third parties doing business with the State, to the extent contemplated in the Proposed WSCA MSA and any applicable RFP) during the term of the agreement. All other intellectual property rights in the products and services remain in and/or are assigned to Sprint. Ownership of the underlying copyright in any such documents or materials used or created by Sprint in performance of the contract shall remain with Sprint, Sprint's licensor or other third party licensor. In no event does the Customer obtain any ownership rights in the copyright to any materials, documents, recommendations, studies, plans, drawings, screen designs, screen outputs, and deliverables or to any third party software embedded in the Product and any elements of any software proprietary to Sprint.</u></p> <p><u>(b) Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Sprint's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by Sprint on its rates and conditions website (http://www.sprint.com/ratesandconditions). Sprint may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.</u></p> <p><u>(c) The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall Sprint be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the Products and services provided under this contract. In addition, Sprint shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Products and services to the State.</u></p> <p>3.12 <u>Offshore Performance of Work Prohibited.</u> Sprint is not in a position to agree that all employees and subcontractors who may perform services in support of Arizona will be located in the United States or will be U.S. citizens</p>
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		<p>or provide any certification to that effect. However, Sprint is willing to negotiate in good faith regarding commercially reasonable personnel security provisions to be included in a final agreement with Arizona.</p> <p>4.2 <u>Delivery</u> - Delivery shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to this requirement.</p> <p>4.3 <u>Applicable Taxes</u> – Sprint respectfully takes exception to this provision and proposes the following alternative: <u>Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by the State and will not bill the State for any such exempted taxes. Sprint's rates and charges for products and services do not include taxes. The State 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, state, 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 State's jurisdiction requires the State to deduct or withhold separate taxes from any amount due to Sprint, the State must notify Sprint in writing. Sprint will then increase the gross amount of the State's invoice so that, after the State'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.</u></p> <p>5.2 <u>Subcontracts</u> – Sprint respectfully takes exception to this provision. Since Sprint agrees that it will assume all responsibility for its subcontractors, Sprint does not agree with State's right to approve or reject Sprint subcontractors or subcontractor personnel, nor does Sprint agree to provide details of the terms and conditions of the agreement between it and subcontractors. 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.</p> <p>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 State's subcontractor approval rights or other subcontractor requirements set forth in an 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 State (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 State).</p> <p>6. <u>Risk and Liability</u> – Risk and liability shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to these requirements.</p> <p>7. <u>Warranties</u> – Warranties, if any, shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to these requirements.</p> <p>8.2 <u>Stop Work Order</u> – Sprint respectfully takes exception to these requirements</p>
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		<p>as not being applicable to the products and services being offered by Sprint. Sprint is not proposing construction, maintenance or repair work related to State property.</p> <p>8.4 <u>Nonconforming Tender</u> – Sprint respectfully takes exception to this requirement. Termination and remedies shall be in accordance with the Proposed WSCA MSA. - Sprint also respectfully takes exception to inclusion of the Uniform Commercial Code as being part of the applicable law governing the contract. The Proposed WSCA MSA and the terms and conditions negotiated between the parties shall take precedence over the UCC.</p> <p>9.4 <u>Termination for Convenience</u> – Sprint has read, understands and will comply, subject to the notice requirements under the Proposed WSCA MSA relating to terminations for convenience.</p> <p>9.4 <u>Termination for Default</u> – Termination for default, shall be in accordance with the Proposed WSCA MSA. Accordingly, Sprint respectfully takes exception to these requirements.</p>
Amendment #2	1	<p>Sprint has read and understands, and respectfully proposes the following clarification to this definition: “Participating Entity” shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities, <i>including Eligible Non-Profit Entities. The terms “Customer” and “Participating Entity” shall be interchangeable in this RFP.</i></p>

ASSUMPTION SUMMARY FORM

RFP Section Number	RFP Page Number	Assumption (Complete detail regarding assumptions must be provided)
2	8	Roaming Agreement: Sprint assumes “us” is intended to be “use” in this definition.
3.3	11	Sprint is currently providing reporting required by WSCA to the Lead State of Nevada for each Participating Addendum executed by a Participating Entity. Sprint assumes that the required reporting by WSCA will continue to be compiled at the Participating Addendum level. Should WSCA require reporting at the billing account level, Sprint will meet with WSCA to discuss mutually agreed upon reporting data and formats.



Tab IV Optional Services

The optional services presented after the Equipment Protection Programs may require WSCA members to sign separate terms and conditions outside of the WSCA Master Agreement.

Equipment Protection Programs

WSCA can protect your wireless assets with any one of three Sprint options for device replacement and repair:

- ◆ Total Equipment Protection (TEP)
- ◆ Equipment Replacement Program (ERP)
- ◆ Equipment Service and Repair Program (ESRP)

Details on these programs for phones, smart devices and connection cards are:

	<i>Better value Broader coverage</i>		
	Total Equipment Protection	<i>Equipment Replacement Program</i>	<i>Equipment Service and Repair Program</i>
Coverage			
<i>Mechanical or Electrical Failure</i>	Yes	No	Yes
<i>Routine Maintenance</i>	Yes	No	Yes
<i>Wear and Tear Damage</i>	Yes	No	Yes
<i>Other Physical Damage</i>	Yes	Yes	No
<i>Loss or Theft</i>	Yes	Yes	No
<i>Liquid Damage or Corrosion</i>	Yes	Yes	No
<i>Deductible**</i>	\$50	\$50	\$0
Corporate Tiered Pricing (applied on a per account basis)			
<i>1-50 lines</i>	\$7 / mo. <i>(per line of service)</i>	\$4 / mo.	\$4 / mo.
<i>51-999 lines</i>	\$6 / mo. <i>(per line of service)</i>	\$4 / mo.	\$3 / mo.
<i>1000+ lines</i>	\$5 / mo. <i>(per line of service)</i>	\$4 / mo.	\$2 / mo.

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**A \$100 deductible applies for "advanced wireless devices". TEP, ERP or ESRP cannot be covered on Tablets, Laptops or other equipment. The full list of phones can be found on www.sprint.com/TEP.

Total Equipment Protection

The best value for WSCA to protect your equipment is Sprint's TEP. This coverage combines the protection offered in the ERP and the ESRP for devices active on the Sprint account at the time of the incident.

TEP provides insurance coverage for your active Sprint devices from loss, theft, physical or liquid damage, plus provides service contract repair or replacement for mechanical or electrical problems, normal wear and tear and routine maintenance. Customers are allowed three ERP insurance replacements in any 12-month period, with a non-refundable deductible of \$50 or \$100 for advanced wireless devices, for each approved request. Repairs or replacement under the ESRP are at no additional charge. Replacement of equipment will be of the same or a comparable model. Replacement equipment may be reconditioned.

TEP Key Benefits for Businesses

- ◆ All phone issues are covered for a predictable monthly expense. Corporate-liable (CL) customers receive up to a \$2 discount per enrolled device, depending on volume.
- ◆ CL customers who want to enroll 10+ lines can do so at anytime – the 30-day enrollment restriction is waived.
- ◆ TEP enables employees covered by CL accounts to resolve issues without going through their company administrator – they can visit a store or contact Care to resolve their issues directly.
- ◆ Sprint has service locations throughout the country to support repairs; subscribers can access service conveniently and not risk being without their phone and losing contacts and other content.
- ◆ The loss, theft or physical claim process is fast and convenient on www.phoneclaim.com, with instant claim approval and email notification. Phones are replaced quickly to lessen the impact of missed business opportunities. Replacement phones are delivered the next day if the claim is filed by 10 p.m. CT.
- ◆ Specific high-risk or high-cost devices can be protected – not all phones on the business account must be covered.

Replacement and Repair Programs

Either of the two programs included in TEP are available separately:

- ◆ **Equipment Replacement Program:** The ERP, underwritten by Continental Casualty Company, covers the replacement of your Sprint or Nextel device in the event of loss, theft, physical or liquid damage. Subscribers are allowed three replacements under this program in any 12-month period. A non-refundable deductible of \$50 or \$100 for advanced wireless devices, applies for each approved replacement.
- ◆ **Equipment Service & Repair Program:** The ESRP covers the service and repair or replacement of your Sprint or Nextel device for mechanical or electrical problems, normal wear and tear and routine maintenance. The malfunctioning device must be turned in at the time of replacement.

Individual Service Options

Service and Repair Centers, conveniently located around the U.S., provide programs for equipment repairs. The following table describes service and repair options and related charges if you choose not to enroll in one of the Equipment Protection Programs.

Option	Turnaround	Price
<i>Sprint Phone Repair Center Service</i> Visit one of 1,400 Sprint Phone Repair Centers for face-to-face service. For the nearest location, visit www.sprint.com/storelocator	1-3 business days Not all phones are eligible	Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.*
<i>Customer Care</i> Call Customer Care for self service and request a replacement for a defective or non-working phone.	1-3 business days All devices ship standard overnight	Without TEP or ESRP, a per-incident service fee of \$35 will be charged for both in-warranty and out of warranty service.*

*Service Fee covers devices with mechanical or electrical failure due to defect, normal wear and tear, missing components, cracked housing/LCD, or broken hinges/ports/lenses.

Not Covered: Lost or stolen devices, liquid damage or corrosion, battery, accessories and damage beyond repair.

Repaired or replaced equipment is covered from hardware or software failure for 30 days. Customers will receive a repaired or replaced unit at no charge if the equipment exhibits software or hardware failure within 30 days from time of original repair. The Service Center determines whether the

equipment is repaired or replaced. The customer must return to the original repair location for this policy to apply.

Pricing for Wireless Priority Service

The Federal government has provided pricing for use by all carriers to eliminate wireless carrier selection based upon WPS pricing differentials.

Wireless Priority Service is available with three options of pricing:

- ◆ WPS is available add on to the Public Safety Value Package for an additional \$1.00 MRC. Usage charge is \$0.75 per minute. **(Nextel users only)**
- ◆ A la carte pricing \$4.50 MRC with a usage charge is \$0.75 per minute.
- ◆ WPS is bundled into the Federal Law Enforcement Rate Plans. Usage charge is \$0.75 per minute. **(Both Sprint and Nextel users)**

Wireless Priority Service minutes used are NOT deducted from customer’s rate plan.

A-la-carte Pricing

◆ Recurring Fees	\$4.50 monthly fee/subscriber plus \$0.75/minute fee
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WPS will be Sprint billed and seen on a monthly invoice.

Priority Connect Pricing

Two convenient pricing options are available for Enterprise customers wishing to purchase Priority Connect (available to be added to any rate plan) – (Note: PC is bundled into a rate plan called the Public Safety Value Package.)

Plan	Price
Volume Purchase, decreasing charge per sub (50+ units)	\$100/account per month; \$1 per sub per month (NET)
A la Carte, low volume purchases (less than 50 units)	\$3 per month (NET)

Please note the prices above are not subject to discount and do not include applicable taxes or fees.