

ADDENDUM #1 (DTD 11/16/09) PLEASE SEE CHANGES TO OPENING DATE, TABLE OF CONTENTS, SECTIONS: 1.1, 2.1.1.19, 2.1.2.2, 2.2, 2.5.24.3, 3.7.2, 3.8, 3.13.7, 3.13.12, 3.14.2, ATTACHMENT A, ATTACHMENT D # 1.6, AND QUESTIONS AND ANSWERS (Round 1) Additional Questions and Answers (Round 2) will be provided at a later date.



NOTICE OF SOLICITATION

SERIAL 09099-RFP

REQUEST FOR PROPOSAL FOR: WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona time on ~~NOVEMBER 20~~ **DECEMBER 4, 2009** for the furnishing of the following goods or services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "**SERIAL 09099- RFP REQUEST FOR PROPOSAL FOR WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)**."

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

BRIAN WALSH
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3243
EMAIL: walshb@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON NOVEMBER 4, 2009 AT 1:30PM ARIZONA TIME, AT THE OFFICE OF ENTERPRISE TECHNOLOGY, TOMBSTONE CONFERENCE ROOM (BASEMENT), 301 S. 4TH AVE. (S.E. CORNER OF 4TH AVE. AND JACKSON ST.), PHOENIX, ARIZONA 85003. PARKING IS AVAILABLE AT THE PARKING STRUCTURE AT 5TH AVE. AND JACKSON ST. NOTE: DUE TO LIMITED SEATING WE ASK THAT NO MORE THAN TWO REPRESENTATIVES FROM EACH COMPANY ATTEND THIS MEETING.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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REQUEST FOR PROPOSAL FOR WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)

1.0 INTENT:

The intent of this Request for Proposal is to select multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and all eligible Participating Public Agencies including any other participating public agency in the State of Arizona and through National Intergovernmental Purchasing Alliance Company (National IPA) (see Attachment D). Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

It is the County’s intent to contract for wireless and data services only with those companies that own and operate their own Communication Network (GSM, EVDO, WiMax, CDMA, IDEN, TDMA, AMPS, D-AMPS, PCS, SMR, or CDPD) on a national basis. A company must make sure that all latest technologies are included and will continue to be included for the term of the contract. **Note: Proposals that don’t own their own national network for wireless and data services will be deemed non-responsive.**

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

The following is a list of agencies/municipalities that have expressed their commitment to participate in an Inter-Governmental Agreement (IGA) to procure Wireless Services (VIA the National IPA) from sources selected as a result of this solicitation.

Participating agencies/municipalities and their respective current approximate Cellular Phone usage (number of lines – cellular and air cards only):

- MARICOPA COUNTY 4215

Additional Agencies/municipalities that have expressed their interest and anticipate using the resulting contract through National IPA:

- CITY OF MESA 2100
- CITY OF TEMPE 763
- CITY OF TUCSON 1950
- CITY OF PHOENIX 7266
- CITY OF SURPRISE 473
- CITY OF CHANDLER 890
- CITY OF SCOTTSDALE 1460
- PIMA COUNTY 2181

Approximate number of activated pagers:

- STATEWIDE 4928
- MARICOPA COUNTY 2000

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.11, below)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

1.1 NATIONAL CONTRACT REQUIREMENTS (ATTACHMENT D)

A response to the National Program **for a national network for wireless and data services** must be included for a proposal to be considered responsive. Responses to the solicitation; Exhibit A Pricing and National IPA Attachment D.

1.2 SUPPLIER COMMITMENT (ATTACHMENT D-2).

The successful Supplier must make certain commitments to both the Principal Procurement Agency and National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies, including Maricopa County as well as the Supplier.

1.3 NATIONAL IPA ADMINISTRATION AGREEMENT (ATTACHMENT D-1)

The Contractor will be required to enter into a National Intergovernmental Purchasing Alliance Company Administration Agreement with National IPA before services on a national level can commence, this Agreement will be executed concurrently with the Maricopa County Contract. The Agreement establishes the requirements, obligations and prohibitions of the Contractor with respect to a nationwide contract effort. Contractors are required to pay an administrative fee based on a minimum of 2.5% of actual sales under the Contract. The administrative fee offsets the costs of governance, lead agencies, marketing and administration of National IPA.

1.4 ESTIMATED VOLUME

The County of Maricopa anticipates spends approximately \$2.7M annually on Wireless and Data Services. The dollar volume purchased under the contract is estimated to be \$100 million annually. While no minimum volume is guaranteed, the estimated annual volume is projected based on the current annual volumes among the City, other government agencies that intend to utilize the resulting contract to be made available to them through National IPA, and volume growth into other agencies through a coordinated marketing approach between the Supplier and National IPA.

2.0 SCOPE OF SERVICES

2.1 MOBILE TELEPHONE SERVICES SCOPE:

The Contractor shall provide complete cellular telephone services to include airtime, equipment and connectivity throughout the term of the contract.

2.1.1 MANDATORY PLAN FEATURES:

2.1.1.1 Call Waiting

2.1.1.2 Caller ID

2.1.1.3 3-Way Calling

2.1.1.4 Blocking

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

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

- 2.1.1.5 Call Forwarding
- 2.1.1.6 Access to Directory Assistance (411)
- 2.1.1.7 Discount Rates for Accessories (e.g. Chargers, Car Kits, Antennas, etc.)
- 2.1.1.8 Free Mobile-to-Mobile Calling (Inter-Carrier Only); on-net calling- calling from mobile to fixed line if they are on the same network.
- 2.1.1.9 Free Wireless Local Number Portability (WLNP)
- 2.1.1.10 No In-State Long Distance / Toll / Roaming Charges
- 2.1.1.11 Pooled and Individual Volume Rate Plans (Offer Specific Breakpoints for Differing Rates)
- 2.1.1.12 Voice Mail
- 2.1.1.13 Maintain full compliance with FCC E911 mandates.
- 2.1.1.14 Wireless/Data capability – Must meet FBI encryption requirements when used within Law Enforcement Applications. *A minimum of 128 bit encryption using an acceptable industry standard such as triple DES, AES. Encryption shall be under the control of the law enforcement agency.*
- 2.1.1.15 Availability of Regional and Nationwide plans
- 2.1.1.16 Synchronization for down/up load
- 2.1.1.17 On-Site equipment installation services for vehicles.
- 2.1.1.18 PM services twice a year, to include upgraded software and/or firmware versions.
- ~~2.1.1.19 Free Incoming Minutes~~
- 2.1.1.20 Free Land-Line Calling to Pre-Designated Number(s)
- 2.1.1.21 Free Nights and Weekends Calling
- 2.1.1.22 Free Nationwide Long Distance Calling
- 2.1.1.23 Overage Management
 - 2.1.1.23.1 Ability to dynamically purchase additional calling minutes to avoid plan overage fees
 - 2.1.1.23.2 Roll-Over Minutes (month to month)
- 2.1.1.24 Flexibility to change plans or promotional plans
- 2.1.2 DESIRABLE PLAN FEATURES & OPTIONS:
 - 2.1.2.1 Call Plan Options
 - 2.1.2.2 **Free Incoming Minutes**
 - 2.1.2.3 Month-to-Month Roll-Over Minutes

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

2.1.2.4.1 NOTE: For security reasons, Contractor shall provide the resources necessary to enable the removal of data/information from Equipment remotely (Over-The-Air or OTA) should Equipment become lost, stolen, or surpluses.

2.1.3 EQUIPMENT OPTIONS (PHONES & OTHER COMMUNICATION DEVICES):

2.1.3.1 Bio-Metric Personal Identification

2.1.3.2 Biotelemetry (e.g. GPS)

2.1.3.3 Camera/Video picture transmission

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

2.1.3.5 GSM capable for International coverage as applicable

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

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

2.1.3.8 Two-way text messaging on voice phones

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

2.1.3.10 GPS based map display phones

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

2.1.3.12 Dual number capability

2.1.3.13 Hands free units for vehicles

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

2.1.3.15 Java Programmable

2.1.3.16 Personal Data Assistant (PDA)

2.1.3.17 Site-Specific Repeaters to Improve Service Accessibility

2.1.3.18 Web Browser

2.1.3.19 Equipment Refresh Program

2.1.3.20 IP-Based Applications

- 2.1.3.20.1 “Canned” Programs
- 2.1.3.20.2 Custom Programming Services
- 2.1.3.20.3 Security Services
- 2.1.3.20.4 GPS enabled Services
- 2.1.3.21 Rental versus purchase of equipment and insurance plans with deductible
- 2.1.3.22 Inventory control by department, possibly through web access
- 2.1.3.23 Specify your company’s ability to provide portable repeaters (COWs) for emergency situations as well as the procedure to request this service.

2.2 DATA CARRIER SERVICES:

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

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

2.2.1 DATA TO BE SUBMITTED:

At the time of submitting their proposal, each proposer must submit complete technical information, graphs, photographs, diagrams, instruction manuals, and other means, to fully describe their equipment. In the event the published literature furnished by the proposer is at variance with the minimum requirements of any item of this specification, the proposer shall explain in detail, with full engineering support data, the reasons why the proposed service and equipment will meet the County’s requirements and not be considered an exception to the specifications. Failure to supply complete technical and operational information may be sufficient cause for rejection of a proposal.

2.3 PAGERS:

- 2.3.1 Contractor shall propose Pager Services if they have these available. They should describe the services and equipment available in detail.
- 2.3.2 Provide One Way Digital text, Two-way unlimited and alphanumeric services 7 days a week, 24 hours a day, 365 days per year.
- 2.3.3 Proposers shall propose both in area and out of area plans.
- 2.3.4 Voice mail
- 2.3.5 News options
- 2.3.6 Group paging controlled by department, possibly through web access control.

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

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

2.3.8 Specify backup strategy for paging should web site become inoperative. (i.e. Keyboard alphas)

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

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

2.4 SATELLITE TELEPHONE SERVICES:

Contractor shall propose Satellite Telephone Services if they have these available. They should describe the services and equipment available in detail. Include mobile, portable and fixed units as well as installation services in vehicles and/or buildings.

Describe your service levels including your multiple satellite capability in the event the primary satellite is inoperative.

2.4.1 Coverage:

Coverage shall be 100% of the State of Arizona and CONUS, with optional worldwide service. The system shall not be susceptible to fades due to rainfall or other ionospheric and tropospheric conditions. The system should be capable of penetrating light buildings, but is not required to penetrate commercial grade buildings for telephonic communications. However, paging services should be able to penetrate most types of commercial structures.

2.4.2 Price:

Airtime cost must be based upon random wide area calls. I.e., the airtime cost should be fixed for any call placed from within Arizona to any location in CONUS. Separate pricing for calls terminating through various other CONUS gateways outside Arizona are not acceptable. An international calling package may also be offered.

2.5 MANDATORY CONTRACTOR BUSINESS REQUIREMENTS:

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

2.5.1 Shall Own & Operate Their Own Communication Network(s) (GSM, CDMA, IDEN, TDMA, AMPS, 3G and maybe even 4G)) **Not applicable to Pager and/or Satellite services.**

2.5.2 Shall Not Impose A Minimum Term Length for Calling Plans

2.5.3 Shall Not Impose Service Activation Fees

2.5.4 Shall permit all participating entities to Switch or Terminate Service Plans without incurring a Penalty or Obligating Owner to Additional Contract Terms (unless "free equipment" was included in plan)

- 2.5.5 Shall Provide a Service Availability Topography Map for Arizona and for the entire continental United States. Upon request, all participating entities shall request actual RF Propagation maps of the contractor's network
- 2.5.6 Shall Terminate Service to Lost or Stolen Equipment within Two (2) Hours of Owner Notification to the Contractor
- 2.5.7 Shall provide ability to change service plan within month for a short time frame with no penalty. Participating entities would be required to maintain a list of authorized users that are allowed to request short duration service plan changes based on travel requirements. As travel requirements dictate, users may request service plan changes from Regional to Nationwide Coverage plans
- 2.5.8 CD-ROM, EDI, or IP Based Billing & Reporting
 - 2.5.8.1 Two (2) Separate Billing Accounts
 - 2.5.8.2 Itemized Charges (one for equipment and one for airtime)
- 2.5.9 Equipment (Phones & Other Communication Devices)
- 2.5.10 Bank of On-Hand Equipment Spares (Quantity 5 per model type and associated accessories) for New Service Activation and Equipment Replacements for each Agency you do business with. These can be activated at any time 24 hours a day for emergency purposes. (NOT APPLICABLE TO SATELLITE PHONES)
- 2.5.11 Equipment & Supplies Delivery
 - 2.5.11.1 New & Replacement Equipment & Supplies Shall be Delivered by Contractor to Owners' Requesting Department (Depot Service)
 - 2.5.11.2 New & Replacement Equipment & Supplies Designated as Public Safety and Emergency Management Shall be Given Priority Service Delivery
- 2.5.12 Electronic Billing Data Shall be received within 10 Days of the Close of the Billing Cycle
- 2.5.13 Shall provide option for Split Liability Billing
- 2.5.14 Dedicated Account Service Representative available 8 to 5 Monday through Friday Mountain Standard Time
- 2.5.15 Radiotelephone REGISTRATION:
 - Each radiotelephone shall be delivered with all required accessories, and ready for use. Carrier registration shall be pre-assigned to the buyer-designated carrier or carriers.
- 2.5.16 Replacement Equipment Shall be received within 48 Business Hours, i.e., Two Business Days, of Placing Order. Preference may be given to those that provide a retail location and/or account representative that can provide equipment same day service.
- 2.5.17 Wireless Local Number Portability (WLNP) Requests Shall be completed within Two (2) Business Hours, i.e., Two Business Days, of Placing Order.
- 2.5.18 Contracting public entities to receive Network priority during declared states of Public Emergency.

2.5.19 WARRANTY:

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

2.5.20 MAINTENANCE (Local):

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventoried in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

2.5.21 ELECTRONIC COMMERCE (Cellular Service Only):

Respondents shall describe their ability to provide and maintain, at a minimum, an Internet web site that contains their complete Services and Equipment Schedule (SES) as well as product specifications and service options, the service agreement, a coverage map, contact information for order placement, problem reporting, equipment maintenance and billing concerns.

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

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

2.5.22 PRICING LEVEL – DISCOUNT GUARANTEE (Cellular Service Only):

Respondents must submit with their proposal a narrative that describes the baseline for determining published price and the initial pricing level discount that is proposed.

RESPONSE TO THIS REQUIREMENT MUST BE IN THE FORM OF A PERCENTAGE DISCOUNT FROM A PUBLISHED OR BASE LINE PRICE LISTING (As described above in ELECTRONIC COMMERCE). IN ADDITION CONTRACTOR MUST GUARANTEE THAT SUBSEQUENT DISCOUNTS ARE EQUAL TO, OR EXCEED ANY DISCOUNTS BEING OFFERED ANYWHERE WITHIN THE STATE OF ARIZONA AT TIME OF PURCHASE.

2.5.23 VOLUME DISCOUNTS (Cellular Service Only):

Respondents may provide additional volume based pricing for consideration. Volume Discounts are to be reflected in an additional percentage discount offering as applicable to reaching "Total Number of Line" or "Dollar" Plateaus with respective carrier. The narrative in response to this specification should include a table indicating the additional discount percentage to be earned by cumulative volume* purchased. For example, offerors may propose an increase in price discounts from the baseline pricing for volumes greater than "X" number of lines or "X" millions of dollars in cumulative

volume* processed under the price agreement. Additionally, vendor shall quantify means of applying discounts as applicable to future and/or retroactive billing.

*Cumulative Volume shall constitute the total number of lines or dollars billed under the resulting contract. The Cumulative Volume shall include all lines billed to Governmental Entities eligible to purchase service under the terms of this contract and applicable Cooperative and/or Inter-Governmental Agreements.

Contractors shall have the ability to produce monthly usage reports for ALL lines of service operating under terms of this contract. Maricopa County and/or the State of Arizona will have quarterly access to these reports, which will be verified via similar internal functions to verify data.

Volume Discount offerings are optional. However, please note that their inclusion will be part of the evaluation process along with Bulk Minute Plan offerings (see Section 3.14). Preference will be given to those proposals containing such offerings and scored accordingly.

2.5.24 PERSONAL EMPLOYEE PLANS AND EQUIPMENT: (OPTIONAL)

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

2.5.24.1 Employees who contract for cellular telephone and related services are individually responsible for all associated expenses, including, but not limited to: repair; battery replacement; battery chargers; clips; cases; monthly provider service fees; replacement of lost, stolen, or non-repairable devices; service contract termination fees; up-front fees; and all call/transmission charges.

2.5.24.2 It is employees' responsibility to contract with the provider of his/her choice and to adhere to all contract terms associated with the particular agreement.

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

~~ALTHOUGH THE FOLLOWING ITEMS ARE LISTED AS OPTIONAL, IT IS STRONGLY ENCOURAGED THAT PROPOSING ENTITIES PARTNER WITH OTHER QUALIFIED ENTITIES TO PROVIDE SERVICES AS APPLICABLE TO SUPPLEMENT THEIR OWN SERVICE OFFERING.~~

~~ALTHOUGH IT IS MARICOPA COUNTIES INTENT TO HAVE THESE SERVICES AVAILABLE ON THE RESULTING CONTRACT, MARICOPA COUNTY RESERVES THE RIGHT TO AWARD ALL PROPOSALS IN PART, WHOLE, OR NOT AT ALL. FURTHERMORE, EACH PARTICIPATING ENTITY WILL RESERVE THE RIGHT TO CONTRACT FOR OPTIONAL SERVICES AT THEIR OWN DISCRETION.~~

2.5.25 RADIOTELEPHONE CARRIER QUALITY OF SERVICE:

All vendors/providers/suppliers will provide carrier (Dial-Tone) for one of the designated "home" areas selected by the buyer.

The vendor SHALL provide verified information on the quality of service offered by the carriers, for the past calendar year for the Phoenix and Tucson home areas. This information shall include:

2.5.25.1 Percent calls blocked (Phoenix & Tucson metro areas)

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

2.5.26 RURAL SERVICE AREA COVERAGE REQUIREMENTS:

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

Also, due to homeland security requirements, no service carrier will be awarded a contract that does not have coverage along the Mexican border in the 20 mile vicinity of Douglas, Nogales, and San Luis.

2.5.26.1 Required Home Service Areas

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

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

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

2.5.26.2 Desirable Home Service Areas

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

- | | | |
|--------------|-----------|--------------|
| 1. Snowflake | 2. Taylor | 3. Sahuarita |
| 4. Coolidge | 5. Kearny | 6. Mammoth |

- | | | |
|-------------------|---------------|-----------------|
| 7. Superior | 8. Camp Verde | 9. Chino Valley |
| 10. Heber | 11. Williams | 12. Willcox |
| 13. Springerville | 14. Tombstone | 15. Catalina |
| 16. Benson | | |

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

In order to meet the requirements of coverage under 2.5.26.1 and 2.5.26.2, the carrier may provide for one of the following:

- Coverage within one's primary owned and operated system over the widest possible area is desirable.
- In-system roaming agreements with other licensed carriers to provide for a system that appears to be completely Aseamless to the user. This would include use of the same type modulation format to hand off specialized user information, including voice mail and other features.
- In-system roaming agreements with other licensed carriers to provide for roaming that involves differing modulation techniques. This would include IS-54 AAMPS or ANAMPS (Analog modulation) as a lowest common denominator service in out-of-system areas. In-system roaming agreements shall not involve multiple billings to the end users, or differing rates for coverage in different areas. No daily Aconnect charges be assessed for use under any A in-system roaming agreements.

2.5.26.3 Unincorporated Wide Area Coverage

Since there are many rural areas requiring employees or officials of the State, and other governmental subdivisions to function, which are outside the boundaries of the cities and towns enumerated in 2.5.26.1 and 2.5.26.2, it is very important that coverage be provided in as much of unincorporated rural Arizona as possible. Service providers shall provide maps indicating specific handheld portable coverage areas available through their systems, or through in-system roaming agreements. General rough-outline maps are not acceptable substitutes for actual coverage maps.

2.5.27 CURRENT PRODUCTS:

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.5.28 CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS:

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

2.5.29 RADIOTELEPHONE EVALUATION SAMPLE UNIT:

Sample units may be required. If requested, the vendor shall provide, at no cost, a minimum of five manufacturer's sample unit of the equipment proposed, including technical manuals and operating instructions. The sample unit shall be vendor aligned to

operate on the designated carrier service provider's system and shall be activated for service. These units will be tested in the field for service levels and coverage within the State of Arizona. If requested the sample unit should be received at the following address within 15 days after the written request is received.

Maricopa County Materials Management, Attn: Technology Procurement Officer, 320 W. Lincoln Street, Phoenix AZ 85003

The package containing the sample unit should be plainly marked "Sample Unit, RFP Number 09099-RFP." The sample unit will be returned to the vendor within 45 days of the date of the award. Failure to submit a sample unit may result in rejection of the proposal.

PLEASE NOTE: These requirements shall be applicable to ALL ENTITIES that should choose to purchase services off the resulting contracts. Selected contractors would agree to provide Sample Units to all entities under the same terms as described above for Maricopa County.

2.5.30 ON-GOING SYSTEM EVALUATION SAMPLE UNIT:

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.5.31 USER INSTRUCTION MANUAL:

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

2.5.32 DEVELOPMENT DATA:

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

2.5.33 USAGE REPORT:

The Contractor shall furnish requesting entities a monthly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.5.34 SYSTEM OUTAGE REQUIREMENTS:

Describe your process to deal with any RF interference issues. In particular, with existing facilities that has 800 MHz Trunked radio system in use.

Describe your process for notification of system outages.

Describe your process for crediting accounts for extended service interruptions.

2.5.35 THIRD PARTY BILLING:

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

2.5.36 BILLING ERRORS/CREDITS:

In the event that the County, or participating agency, identifies a billing error, or both parties otherwise agree that a credit shall be issued on a particular account, vendor shall immediately apply said credit. Under no circumstances shall the vendor apply the credit more than 30 days from the date that the County, or participating agency, identified the billing error and/or agreed with the provider that a credit shall be issued. Upon application of credit, Vendor must provide the County, or participating agency, with some form of written verification that the credit has been applied, or that the billing error has been corrected. It is not acceptable for the County, or participating agency, to have to wait until the next monthly bill to confirm whether or not a credit was applied.

2.5.37 STOCK:

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

2.6 ACCEPTANCE:

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

2.7 INVOICES AND PAYMENTS:

2.7.1 The Respondent shall submit an Electronic or two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.7.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.7.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on

the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.7.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.8 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.9 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.10 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.11 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access this agreement through National IPA.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 INDEMNIFICATION:

3.3.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with

any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.3.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

3.4 **INSURANCE REQUIREMENTS:**

3.4.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.4.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.4.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.9 Commercial General Liability.

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

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.11 Workers' Compensation.

3.4.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

3.4.12 Certificates of Insurance.

3.4.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.4.13 Cancellation and Expiration Notice.

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

3.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET CAPABILITY:

County intends to use the Internet to communicate and to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 SUBCONTRACTING:

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

~~3.7.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass through the costs to the County, without mark up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.~~

3.8 SCHEDULE OF EVENTS:

Request for Proposals Issued: OCTOBER 8, 2009

Pre-Proposal Conference: NOVEMBER 4, 2009

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON NOVEMBER 4, 2009 AT 1:30PM ARIZONA TIME, AT THE OFFICE OF ENTERPRISE TECHNOLOGY, TOMBSTONE CONFERENCE ROOM (BASEMENT), 301 S. 4TH AVE. (S.E. CORNER OF 4TH AVE. AND JACKSON ST.), PHOENIX, ARIZONA 85003. PARKING IS AVAILABLE AT THE PARKING STRUCTURE AT 5TH AVE. AND JACKSON ST. NOTE: DUE TO LIMITED SEATING WE ASK THAT NO MORE THAN TWO REPRESENTATIVES FROM EACH COMPANY ATTEND THIS MEETING

Deadline for written questions (48) hours after Pre-Proposal Conference. No questions will be responded to prior to the Pre-Proposal Conference. All **questions must be submitted to:** walshb@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Proposals Opening Date: ~~NOVEMBER 20, DECEMBER 4, 2009~~

Deadline for submission of proposals is 2:00 P.M., Arizona Time. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: DECEMBER 4, 2009

Proposed Respondent presentations: (if required) TBD

Proposed selection and negotiation: JANUARY 8, 2010

Proposed Best & Final (if required) TBD

Proposed award of Contract: FEBRUARY 3, 2010

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Brian Walsh, Procurement Officer, 602.506.3243
(walshb@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.13 as follows:

3.10.1 One (1) original hardcopy of all proposal documents.

3.10.2 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.

3.10.3 Five (5) CD's providing the entire proposal in PDF format only.

3.10.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 09099 – RFP, WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)

3.10.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.11 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of SERIAL 09099-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 09099-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 09099-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.12 GENERAL CONTENT:

- 3.12.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.
- 3.12.2 The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.13 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 3.13.1 Table of Contents
- 3.13.2 Letter of Transmittal (Exhibit 2)
- 3.13.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.
- 3.13.4 Proposal – This section should contain a statement of all of the programs and services proposed to including conclusions and generalized recommendations. Proposals should be labeled separately for all sections being proposed on (cellular, data, pager and satellite). Proposals should be all-inclusive, detailing respondent's best offer. The proposal shall respond to each requirement in section 2.0 through 2.11 for compliance or non-compliance. **Note: Failure to do so may result in the proposal being deemed non-responsive.**
- 3.13.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities.
- 3.13.6 Proposal exceptions (including the Draft Contract)
- 3.13.7 Maricopa County, **Arizona** and National Coverage Maps
- 3.13.8 Third party National Coverage verification
- 3.13.9 Attachment A (Pricing)
- 3.13.10 Attachment B (Agreement Page)
- 3.13.11 Attachment C (References)
- 3.13.12 Attachment D, **D-1 and D-2** (NATIONAL IPA)

3.14 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.14.1 Proposed Plans (including responses to all of section 2.0 and Attachment D)

3.14.2 Local **and National** Coverage Maps

3.14.3 Firms Qualifications

3.14.4 Price

3.15 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

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

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

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

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

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

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

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

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

3.16.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

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

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

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

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

3.18 CONTRACTOR LICENSE REQUIREMENT:

3.18.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.18.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.19 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED PRICING FORMS TO SUBMIT THEIR PROPOSAL.

**ATTACHMENT A
PRICING**

SERIAL 09099-RFP
PRICING SHEET NIGP CODE: 91575

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT
____ MARICOPA COUNTY WEB SITE
____ PRE-SOLICITATION NOTICE
____ OTHER (PLEASE SPECIFY)

1.0 PRICING:

1.1 INDIVIDUAL PLANS

AIRTIME

1.1.1 300 ANYTIME MINUTES \$ _____ PER MONTH *
 Voice, data

1.1.2 500 ANYTIME MINTUES \$ _____ PER MONTH *
 Voice, data

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

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

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

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

**ATTACHMENT A
PRICING**

1.1.6 ADDITIONAL PLANS _____% OFF ANY PUBLISHED
Nationwide (per month per unit) PLAN

1.2 POOL MINUTES

AIRTIME

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

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

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

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

1.3 WIRELESS DATA SERVICES

1.3.1 5 GB Monthly Allowance \$ _____ Per Month

1.3.2 Unlimited Data Monthly Allowance \$ _____ Per Month

1.4 SATELLITE PLANS (Optional)

_____% OFF ANY PUBLISHED
PLAN

1.5 PAGER PLANS (Optional)

NUMERIC

ALPHANUMERIC

1.5.1 IN AREA (LOCAL) \$ _____ PER MONTH \$ _____ PER MONTH

1.5.2 OUT OF AREA (NATIONWIDE) \$ _____ PER MONTH \$ _____ PER MONTH

1.5.2.1 OUT OF AREA (REGIONAL) \$ _____ PER MONTH \$ _____ PER MONTH

1.5.3 Voice Mail \$ _____ Per pager per month

1.5.4 Group Paging \$ _____ Per pager per month

1.5.5 Alphamate Keyboards \$ _____ PER MONTH

1.5 EQUIPMENT DISCOUNT

1.5.1 PHONES _____% PRICE

1.5.2 PAGERS _____% PRICE

1.5.3 ACCESSORIES _____% OFF PUBLISHED

1.6 EMPLOYEE DISCOUNT (Optional)

1.6.1 EMPLOYEE PLANS _____% OFF ANY PUBLISHED PLAN

1.6.2 EMPLOYEE EQUIPMENT (Optional) _____% OFF ANY EQUIPMENT

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

ATTACHMENT C

RESPONDENT'S REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

National IPA Request for Proposal

1.0 SCOPE

1.1 Requirement

Maricopa County (Principal Procurement Agency), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (National IPA), is requesting proposals for Wireless/Data Services. The awarded suppliers will then enter into a Master Agreement for these services, which will be available and marketed by National IPA to public agencies nationwide. This Request for Proposal is subject to Principal Procurement Agency's General Terms and Conditions, Instructions to Bidders, Special Provisions and Pricing Schedules included in Solicitation number #09099-RFP. All respondents will be strictly held to these statutes and rules and they are considered incorporated herein solely as if attached hereto.

The Principal Procurement Agency is acting as a contracting agency for any other public agency that elects to utilize the resulting Master Agreement through participation in National IPA. All transactions, purchase orders, etc, will occur directly between the Supplier and each public agency (Principal Procurement Agency and Participating Public Agencies) individually, and none of National IPA, Principal Procurement Agency nor any Participating Public Agency shall be liable for any acts, liabilities, damages, etc. incurred by any other Participating Public Agency.

This Attachment D defines the expectations for qualifying companies based on National IPA's requirements to market the resulting Master Agreement nationally to Participating Public Agencies. These requirements are incorporated into and are considered an integral part of the Maricopa County 09099-RFP for Wireless/Data Services. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing companies on a national level in order to serve Participating Public Agencies through National IPA.

Capitalized terms used in this Proposal and not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement").

1.2 General Definitions of Products

The categories of products, etc. have been defined by Maricopa County in 09099-RFP, and the pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

1.3 Objectives

This Attachment D to the Maricopa County 09099-RFP is intended to achieve the following objectives;

- A. Provide a comprehensive competitively solicited national agreement offering for Wireless/Data Services to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to public agencies nationwide;
- C. Achieve cost savings for suppliers and public agencies through a single bid process that will reduce the Supplier's need to respond to multiple solicitations;
- D. Combine the aggregate purchasing volumes of public agencies to achieve cost effective pricing.

1.4 Estimated Volume

The dollar volume of Services purchased under the Master Agreement is estimated to be \$100,000,000 million annually. While no minimum volume is guaranteed to Supplier, the

estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other public agencies that intend to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other public agencies through a coordinated marketing approach between Supplier and National IPA.

1.5 **Award Basis**

The basis of any resulting award made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency.

1.6 **Marketing and Administrative Support**

National IPA provides marketing and administrative support for Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to public agencies on a national basis.

The National IPA marketing teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Marketing collateral (print, email, presentations)
- Website support
- Trade shows/conferences/meetings
- Advertising

The National IPA Sales teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Agencies through:

- Individual sales calls
- Joint sales calls
- Communications/customer service
- Training sessions for Participating Public Agency teams
- Training sessions for supplier teams

The National IPA Contracting teams will work in conjunction with the successfully awarded supplier to promote the Master Agreement to both existing Participating Public Agencies and new Participating Public Agencies through:

- Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- Training sessions for Participating Public Agency teams
- Training sessions for supplier teams
- Quarterly business reviews to monitor program success
- General contract administration

Suppliers are required to pay an administrative fee based on a minimum of **+ 2.5%** of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Successful supplier(s) will be required to execute the National IPA Administration Agreement (refer to Attachment D-1).

1.7 **Supplier Commitment**

Qualifying Suppliers for Wireless/Data Services 09099-RFP solicitation, and the resulting opportunity to establish a Master Agreement that would be available to Participating Public Agencies, must make certain commitments to both the Principal Procurement Agency and

National IPA. These commitments are designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

1.8 **Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorization of the Supplier, (2) the Master Agreement is Supplier's primary "go to market" strategy for public agencies, and (3) the Master Agreement will be promoted to all public agencies, including any existing customers, and transitioning those customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor within the RFP response who will be responsible for the overall management of the awarded Master Agreement.

1.9 **Pricing Commitment**

Supplier commits that the Master Agreement pricing is the lowest available (net to buyer) to public agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local contract, that the Supplier will match such lower pricing under the Master Agreement.

1.10 **Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to public agencies through National IPA nationwide. Further, Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement.

2.0 **SUPPLIER QUALIFICATIONS**

In addition to the Supplier commitments above, Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA. Companies will not be eligible to be awarded a Master Agreement with the Maricopa County/National IPA for Wireless/Data Services, if the qualifications are not met to the satisfaction of the Principal Procurement Agency.

2.1 **Company**

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

2.2 **Distribution, Logistics**

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy, and any fees, if applicable associated with returns.

2.3 **Marketing**

- A. Provide a detailed ninety-day plan describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for public agencies to your teams nationwide, to include, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

- b. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan describing the strategy to market the Master Agreement to current Participating Public Agencies, as well as to prospective public agencies nationwide immediately upon award, to include, but not limited to:
- a. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - b. Announcement, contract details and contact information published on the company website within first 30 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days
 - d. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - f. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - g. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
- C. Describe how the Master Agreement will be marketed to your existing public agency customers, and how your company will transition any such accounts to the Master Agreement available nationally through National IPA.
- D. Please acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
- E. Please provide contact information for the person(s), who will be responsible for:
- a. Marketing
 - b. Sales
 - c. Sales Support
 - d. Financial Reporting
 - e. Contracts
- F. Please describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- G. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- H. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new participant account set-up, etc.

2.4 **Sales**

- A. Explain how your company will market and transition the Master Agreement into the **primary go to market strategy** to public agencies.
- B. State the amount of your company's public agency sales for the previous fiscal year. Provide a list of your top 10 public agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- C. Explain how your company plans to market the Master Agreement to existing public agency customers and transition these customers to the Master Agreement. Please provide the Contract Sales that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_____.00 in year one.
\$_____.00 in year two.
\$_____.00 in year three.

D. Even though it is anticipated that many public agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for product or services covered under the Master Agreement.

- a. Respond with National IPA pricing (sale reported to National IPA).
- b. If necessary, respond with lower than National IPA pricing since this is permitted under the Master Agreement (sale reported to National IPA).
- c. Respond with pricing higher than National IPA only in the unlikely event that the agency refuses to utilize a National IPA agreement.
- d. If alternative permitted, respond with pricing higher than National IPA, and include National IPA Master Agreement as the alternate.

Please detail your strategies under these options when responding to a solicitation.

ATTACHMENT D-1

**NATIONAL IPA
NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of _____ (herein "Product");

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

WHEREAS, National IPA serves as the contract administrator for Principal Procurement Agency and other public agencies with regard to other Master Agreements offered through National IPA;

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

2. The Master Agreement, as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier the provisions of this Agreement shall prevail.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance and to indemnify National IPA as set forth in the Master Agreement.

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

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement shall survive the term of this Agreement.

NATIONAL PROMOTION

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

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

9. Upon request, Supplier shall make available to interested public agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such public agencies to evaluate potential purchases. In addition, Supplier shall assist in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo and the standard terms of use for their general use in marketing the Master Agreement. Both parties shall obtain approval from the other party prior to use of such logo.

QUARTERLY FEES & MONTHLY REPORTING

10. Supplier shall pay National IPA an administrative fee in the amount of 2.5% of the total purchase price paid to Suppliers, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in a format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for such month. A sample of the reporting format appears at Exhibit D. Administrative fees shall be paid with respect to all Contract Sales pursuant to the Master Agreement

To the extent Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement in accordance with the terms of its proposal, the administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth in Supplier's proposal.

11. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA and Principal Procurement Agency reserve the right to audit the accounting for a period of four (4) years from the date National IPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Principal Procurement Agency or National IPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment, together with

interest on such amount in accordance with paragraph 12, and shall be obligated to reimburse National IPA's costs and expenses for such audit.

12. Reports of Contract Sales for Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Administrative fee payments are due within thirty (30) days after the end of each calendar quarter for Contract Sales during such quarter. Failure to provide a monthly report and/or payment of the administrative fees within the time and manner specified shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement at Principal Procurement Agency's sole discretion or this Agreement at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

13. National IPA or its designee may, at National IPA's sole discretion, compare public agency records with monthly reports submitted by Supplier. If there is a discrepancy, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, National IPA shall have the right to engage a third party to conduct an independent audit of Supplier's monthly reports and Supplier shall be obligated to reimburse National IPA's costs and expenses for such audit. Should any audit reveal an underreporting of Contract Sales and a resulting underpayment of administrative fees, Supplier shall promptly pay National IPA the amount of such underpayment together with interest on such amount in accordance with paragraph 12.

GENERAL PROVISIONS

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

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

16. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

17. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

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

B. Principal Procurement Agency

C. Supplier

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

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

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

By: _____

Title: _____

Date: _____

SUPPLIER: _____

By: _____

Title: _____

Date: _____

ATTACHMENT D-2

NATIONAL IPA
SUPPLIER COMMITMENTS AND PROCESS

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

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

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

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

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

Electronic Registration - The supplier is responsible for ensuring that each Participating Public Agency has completed National IPA’s online registration process prior to processing the Participating Public Agency’s first sales order.

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

Administrative Fees - The supplier is responsible for paying to National IPA an administrative fee on all Participating Public Agency Contract Sales within 30 days of the end of each calendar quarter as set out in Section 10 and in accordance with the remaining provisions of the National IPA Administration Agreement.

National IPA Awareness - National IPA is responsible for marketing the overall National IPA concept and program to Participating Public Agencies. National IPA marketing is intended to supplement and enhance the direct sales effort of the supplier. National IPA employs a national account management team, a web based registration and lead referral system, direct mail, the Internet and newsletters and other publications to increase National IPA awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of supplier’s goods and services to public agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the supplier’s sales initiatives should communicate:

- Contract was competitively solicited by a Principal Procurement Agency;
- Best government pricing
- No cost to participate
- Non-exclusive contracts

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

- Key features of National IPA contract
- Working knowledge of the Solicitation Process
- Awareness of the range of public agencies that can access National IPA

Name: _____

Title: _____

Signature: _____

ATTACHMENT D-3**NATIONAL IPA-
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

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

RECITALS

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

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

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

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Supplier for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.

9. This agreement shall take effect after execution of the Principal Procurement Agency Certificate or Participating Public Agency Registration, as applicable.

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Maricopa County, AZ (“Principal Procurement Agency”), that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”).

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

In its capacity as Principal Procurement Agency for National IPA, Maricopa County, AZ agrees to pursue Master Agreements for Products as specified in the attached exhibits to this agreement.

Authorized Signature Principal Procurement Agency

Date

EXAMPLE

ATTACHMENT D-5**NATIONAL IPA-
OREGON ADVERTISING REQUIREMENT**

Pursuant to Oregon Revised Statutes Chapter 279A.220 the following Oregon Public Agencies are eligible to register with National IPA and access **the Maricopa County Master Agreement for WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS, etc.)** made pursuant to this solicitation and are hereby given notice of the foregoing request for bids for purposes of complying with the procedural requirements of said statute:

Cities, Towns, Villages and Boroughs including but not limited to:

CITY OF ADAIR VILLAGE
 CITY OF ASHLAND
 CITY OF AUMSVILLE
 CITY OF AURORA
 CITY OF BEAVERTON
 CITY OF BOARDMAN
 CITY OF BURNS
 CITY OF CANBY
 CITY OF CANYONVILLE
 CITY OF CLATSKANIE
 CITY OF COBURG
 CITY OF CONDON
 CITY OF LA GRANDE
 CITY OF LEBANON
 CITY OF MILL CITY
 CITY OF MILWAUKIE
 CITY OF MOSIER
 CITY OF NORTH PLAINS
 CITY OF OREGON CITY
 CITY OF PILOT ROCK
 CITY OF PORTLAND
 CITY OF POWERS
 CITY OF RIDDLE
 CITY OF SANDY
 CITY OF SCAPPOOSE
 CITY OF SHADY COVE
 CITY OF SHERWOOD
 CITY OF ST. PAUL
 CITY OF TIGARD, OREGON
 CITY OF TUALATIN, OREGON
 CITY OF WARRENTON
 CITY OF WILSONVILLE
 CITY OF WINSTON
 LEAGUE OF OREGON CITIES
 PORTLAND DEVELOPMENT COMMISSION

Counties including but not limited to:

ASSOCIATION OF OREGON COUNTIES
 BENTON COUNTY
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
 CLATSOP COUNTY
 COLUMBIA COUNTY, OREGON
 COOS COUNTY HIGHWAY DEPARTMENT
 CROOK COUNTY ROAD DEPARTMENT
 CURRY COUNTY OREGON
 DESCHUTES COUNTY
 DOUGLAS COUNTY

GILLIAM COUNTY
 GILLIAM COUNTY OREGON
 HARNEY COUNTY SHERIFFS OFFICE
 HOOD RIVER COUNTY
 JEFFERSON COUNTY
 LAKE COUNTY
 LINCOLN COUNTY
 LINN COUNTY
 MARION COUNTY, SALEM, OREGON
 MORROW COUNTY
 MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES
 MULTNOMAH LAW LIBRARY
 NAMI LANE COUNTY
 POLK COUNTY
 SHERMAN COUNTY
 UMATILLA COUNTY, OREGON
 UNION COUNTY
 WALLOW A COUNTY
 WASCO COUNTY
 WASHINGTON COUNTY
 YAMHILL COUNTY

K-12 including but not limited to:

BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT NO.
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DUFUR SCHOOL DISTRICT NO.29
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103

MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MULTISENSORY LEARNING ACADEMY
MUL TNOMAH EDUCATION SERVICE DISTRICT
NEAH-KAH-NIE DISTRICT NO.56
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH WASCO CTY SCHOOL DISTRICT 21
NORTHWEST REGIONAL E.DUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
PHOENIX-TALENT SCHOOL DISTRICT NOA
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT NO.35
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD SCHOOL DISTRICT NO.19
SWEET HOME SCHOOL DISTRICT NO.55
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
WEST LINN WILSONVILLE SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT NO.32

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process.

On-Line Registration is FREE and REQUIRED for all vendors.

Register On-line at www.maricopa.gov/materials

It is **required** that you **select an appropriate commodity code(s)** associated with your line of business.

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

SMALL BUSINESS PROGRAM

(MCBIZ)

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

EXHIBIT 2

SAMPLE TRANSMITTAL LETTER

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: 09099-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

EXHIBIT 3



(DRAFT CONTRACT)

CONTRACT PURSUANT TO RFP

SERIAL 09099 -RFP

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Wireless/Data Services.

1.0 CONTRACT TERM:

1.0 This Contract is for a term of three (3) years, beginning on the . day of _____, 2010 and ending the ____ day of _____, 20__.

1.1 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

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

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

- Mileage w/rate (if applicable)
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program, if Contractor so elects. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminates its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

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

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

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

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

5.2.12 Errors and Omissions Insurance.

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

5.2.13 Certificates of Insurance.

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

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

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

5.2.14 Cancellation and Expiration Notice.

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

5.3 WARRANTY OF SERVICES:

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

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 INSPECTION OF SERVICES:

- 5.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 5.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 5.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:
 - 5.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and
 - 5.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.
- 5.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:
 - 5.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or
 - 5.4.4.2 Terminate the Contract for default.

5.5 INTERNET ORDERING CAPABILITY:

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

5.6 NOTICES:

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

For County:

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

For Contractor:

5.7 REQUIREMENTS CONTRACT:

- 5.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a written notice to proceed.

5.7.2 County reserves the right to cancel notice to proceed within a reasonable period of time after issuance. Should a notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits or performance of services prior to issuance of a notice to proceed.

5.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.9 TERMINATION FOR DEFAULT:

5.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

5.11 OFFSET FOR DAMAGES;

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

5.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to

the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.13 RELATIONSHIPS:

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

5.14 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.15 AMENDMENTS:

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

5.16 RETENTION OF RECORDS:

5.16.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.16.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.18 ALTERNATIVE DISPUTE RESOLUTION:

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

5.18.1.1 Render a decision;

- 5.18.1.2 Notify the parties that the exhibits are available for retrieval; and
- 5.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
 - 5.18.1.3.1 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.
 - 5.18.1.3.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.19 SEVERABILITY:

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

5.20 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.21 INTEGRATION:

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

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

5.22.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

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

- 5.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 5.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 5.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.24 CONTRACTOR LICENSE REQUIREMENT:
- 5.24.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.
- 5.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.
- 5.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- 5.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 5.25.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 5.25.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5.25.3.1 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 5.25.3.2 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.25.4 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.25.5 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.26 PRICES:

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

5.27 GOVERNING LAW:

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

5.28 INCORPORATION OF DOCUMENTS:

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

5.28.1 Exhibit A, Pricing;

5.28.2 Exhibit B, Scope of Services;

5.28.3 National Program Response (Attachment D)

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

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

VENDOR RESPONSE QUESTIONS (ROUND 1)
09099-RFP

1. Section 1.0 Intent – Will the County accept proposals for County-liable lines only that do not include service for additional agencies or municipalities through the National Purchasing Alliance Company (National IPA)?

A. No

2. Section 1.3 – Will the 2.5% fee be charged for both County-liable lines and lines procured through National IPA or just the National IPA lines? This fee is significantly higher than other administrative fees vendor pays to its government customers under its primary contracts.

A. The fee will not apply to county liable lines. The fee is for proposal purposes only and is subject to negotiation.

3. Section 1.4 – While the County spends approximately \$2.7 million annually on wireless services, the dollar volume purchased under the resulting contract including service procured through IPA is estimated to be \$100 million annually. What documentation can the County provide to support an estimated \$97.3 million in annual sales through National IPA? Based on the number of lines in the County and other municipalities in Arizona that have expressed interest, the annual estimated revenue would be around \$12.5 million. This would imply \$87.5 million in annual revenue from sources outside the State of Arizona, which is seven times the amount estimated to be procured through sources within the State. What experience does National IPA have in achieving such sales from contracts originating at the municipal level?

A. The 100 million is an estimate based on known contracts of this nature and size in this sector, and with data provided from National IPA participating agencies. National IPA has full portfolio of contracts with several exceeding the 100 million dollar per annum. A current contract that is just one year old is currently at a 72 million dollar annual run rate. All National IPA contracts are lead by local government agencies, including municipalities, counties and K-12 districts.

4. Section 2.1.1.19 – Vendor does not provide free incoming minutes. Vendor does offer free mobile-to-mobile (in-calling) minutes in select calling plans. Can the County provide some flexibility in or alternatives to this requirement?

A. The county is willing to move this requirement to Section 2.1.2.

5. Section 2.5.22 – While the estimated quantities specified in the RFP are significant, they may not qualify for the vendor's highest discount tier. In addition, because no firm volume commitment is being made by the County, Vendor cannot guarantee that subsequent discounts will be equal to or exceed any discounts being offered anywhere within the State of Arizona. Is the County able to offer a firm volume commitment? If not, can the County provide some flexibility in or alternatives to this requirement, such as vendor may offer discounts comparable to those offered

to customers of the same or similar size and scope as the County alone? Vendor has other existing primary contracts (with volume commitments) to consider when making such a discount guarantee.

A. Based on the answer to Q.3 the County expectation is that the vendor will provide the best possible pricing that is the same or better than what is currently available.

6. Section 2.5.22 – Evaluation of discounts from published price lists is subject to wide variability among vendors’ baseline published prices. For example, a vendor may offer a higher percentage discount but their baseline price from which the discount is taken may also be higher. Vendor requests that this requirement not be included in the evaluation.

A. The county is requesting for evaluation purposes only the flat per month discounted price for the plans listed. Please refer to Attachment A for more information.

7. Attachment D, Section 1.6 – This section references a 1% administrative fee. Please clarify the difference between this fee and the 2.5% fee mentioned in Section 1.3.

A. The 1% administrative fee will be changed to 2.5% in Section 1.6, but the fee is subject to negotiation. See the answer to Q.2.

8. Attachment D, Section 1.8 – Vendor cannot commit to making the resulting Master Agreement its primary “go-to-market” contract for all public agencies. Can the County provide some flexibility in or alternatives to this requirement?

A. National IPA would like the supplier to explain how the supplier if awarded plans to utilize/position this contract in the local government space.

9. Attachment D, Section 1.9 – Vendor cannot commit that the resulting Master Agreement pricing will be the lowest available to public agencies nationwide. Nor will the vendor commit to matching any lower pricing it may offer to other public agencies under other agreements. Can the County provide some flexibility in or alternatives to this requirement?

A. There is an expectation of competitive price in the market, the supplier can submit alternatives.

10. Attachment D, Section 2.4 – Given that the County contemplates making an award to multiple carriers and because no firm volume commitment is being made by the County, Vendor cannot provide a guaranteed contract sales amount. Are there penalties if the guaranteed contract sales amount is not met? Can the County provide some flexibility in or alternatives to this requirement? Per Section 2.5.23, vendor is willing to provide tiered volume discounted pricing.

A. Supplier to propose alternative

11. What specific paging coverage is necessary for the purposes of this contract?

A. For purposes of paging services a national or state coverage option is acceptable. If you choose to offer national paging services you must complete the NIPA requirements (Attachment D).

12. Are regional paging companies (not providing nationwide paging coverage) required to complete the National IPA attachments D and D2?

A. No

13. Will suppliers have the ability to make changes or exceptions to the IPA portion of the RFP without being deemed as unresponsive?

A. Yes

14. Why is the Maricopa County contract including the National IPA?

A. The county believes that including National IPA provides not only the county but all the other participating agencies the highest quality product and services at the best price.