INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Note: Contractor has been awarded under the cooperative purchasing program. All awarded SINs are available to state and local entities.

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-51 Information Technology Professional Services
Special Item No. 132-52 Electronic Commerce Services
Special Item No. 132-53 Wireless Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Ordering activities are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Sprint Communications Company, L.P.
13221 Woodland Park Road, Herndon, VA 20171
800-535-4250
www.sprintbiz.com/gsd

Contract Number:
GS-35F-0329L

Period Covered by Contract:
April 6, 2001 through April 5, 2006

General Services Administration
Federal Supply Service

Pricelist current through Modification #PA0076, dated August 8, 2003.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Ordering activities can browse GSA Advantage! by accessing GSA’s Home Page via Internet at www.gsa.gov.
132-8 PURCHASE OF EQUIPMENT
FSC CLASS 7010 - SYSTEM CONFIGURATION
    Servers; Other Systems Configuration Equipment, Not Elsewhere Classified
FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
    Network Equipment; Other Input/Output and Storage Devices, Not Elsewhere Classified
FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT
    Communication Equipment Cable
FSC CLASS 6015 - FIBER OPTIC CABLES
    Fiber Optic Cable
FSC CLASS 6020 – FIBER OPTIC CABLE ASSEMBLES AND HARNESSES
    Fiber Optic Cable Assembles and Harnesses
FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
    Coaxial Cable
FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
    Audio and Video Teleconferencing Equipment
FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
    Communications Security Equipment and Components
FSC CLASS 5895 – MICELLANEOUS COMMUNICATION EQUIPMENT
    Miscellaneous Communications Equipment

SIN 132-12 – MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

SIN 132-33 - PERPETUAL SOFTWARE LICENSE
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
    Large Scale Computers
        Operating System Software
        Application Software
        Communications Software
    Microcomputers
        Communications Software

SIN 132-34 – MAINTENANCE OF SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
FPDS Code D301        IT Facility Operation and Maintenance
FPDS Code D302        IT Systems Development Services
FPDS Code D306        IT Systems Analysis Services
FPDS Code D307        Automated Information Systems Design and Integration Services
FPDS Code D308        Programming Services
FPDS Code D308        Millennium Conversion Services (Y2K)
FPDS Code D310        IT Backup and Security Services
FPDS Code D311        IT Data Conversion Services
FPDS Code D316        IT Network Management Services
FPDS Code D399        Other Information Technology Services, Not Elsewhere Classified
SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES
FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services
NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

SIN 132-53 – WIRELESS SERVICES
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SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

The geographic scope of this contract is the 48 contiguous states and the District of Columbia.

2. CONTRACTOR’S ORDERING AND PAYMENT ADDRESS:

Ordering Only: Sprint Communications Company, L.P. Government Systems Division
ATTN: IT Schedule 70 Program Manager
13221 Woodland Park Road
Herndon, VA 20171

For Payment by Check: Sprint Communications Company, L.P.
P.O. Box 200188
Dallas, TX 75320-0188

For Payment by Wire Transfer
J.P. Morgan Chase
ATTN: Sprint Government Systems Division
601 Travis Street
Houston, TX 77022
ABA #113000609
Bank Account #08806322101

Contractor’s Service Area: All ordering activity locations within the scope of the contract.

Contractors are required to accept credit cards for payments equal to or less that the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: (800) 535-4250

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING ACTIVITY COMPLETION OF STANDARD FORM 279

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 60-349-3677
Block 30: Type of Contractor: Large Business
Block 31: Woman-Owned Small Business: No
Block 36: Contractor’s Taxpayer Identification Number (TIN): 43-1408007

4a. CAGE CODE: 0J4K8
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

(1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the ordering activity from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

(2) The right is reserved to ordering activities to furnish ordering activity bills of lading.

Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

6. DELIVERY SCHEDULE

a. Time of Delivery: The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.
### Items or Groups of Items (SIN or Nomenclature)

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Delivery Time (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>132-8</td>
<td>Not to exceed 90 days</td>
</tr>
<tr>
<td>132-33</td>
<td>Not to exceed 90 days</td>
</tr>
<tr>
<td>132-51</td>
<td>As negotiated between Contractor and ordering activity.</td>
</tr>
<tr>
<td>132-52</td>
<td>As negotiated between Contractor and ordering activity.</td>
</tr>
<tr>
<td>132-53</td>
<td>30 days</td>
</tr>
</tbody>
</table>

#### Urgent Requirements:

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the contractor for the purpose of obtaining accelerated delivery. The contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

### 7. Discounts:

Prices shown are NET Prices; Basic Discounts have been deducted.

- **Prompt Payment:** None - NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- **Quantity:** None
- **Dollar Volume:** None
- **Ordering Activity Educational Institutions:** Ordering Activity Educational Institutions are offered the same discounts as all other ordering activity customers.

### 8. Trade Agreements Act of 1979, as Amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

### 9. Statement Concerning Availability of Export Packing:

Export packing is available at extra cost outside the scope of this contract.

### 10. Small Requirements:

The minimum dollar value of orders to be issued is $100.00.

### 11. Maximum Order:

(All dollar amounts are exclusive of any discount for prompt payment.)

- **Special Item 132-8 - Purchase of Equipment**
The maximum dollar value per order for all purchased equipment will be $500,000

b. Special Item 132-12 - Repair Parts/Spare Parts
   The maximum dollar value per order for all repair parts/spare parts will be $10,000

c. Special Item 132-33 - Perpetual Software License
   The maximum dollar value per order for all perpetual software licenses will be $500,000.

d. Special Item 132-51 - Information Technology (IT) Professional Services
   The maximum dollar value per order for all IT Professional services will be $500,000.

e. Special Item Number 132-52 - Electronic Commerce (EC) Services
   The maximum dollar value per order for all Electronic Commerce (EC) Services will be $500,000.

f. Special Item 132-53 – Telecommunication Transmission Services
   The maximum dollar value per order for all Telecommunication Transmission Services will be $500,000.

Note: Maximum Order does not apply to Special Item Numbers 132-12 Maintenance and Repair (except for Repair Parts), or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity’s needs.

a. Orders placed at or below the micro-purchase threshold. Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

c. **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

(1) Review additional Schedule Contractors’ catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:
(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. **Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. **Small business.** For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. **Documentation.** Orders should be documented, at a minimum, by identifying

The Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity’s needs.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not
Conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):
Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. SECURITY REQUIREMENTS
In the event security requirements are necessary, the ordering activities may incorporate, in their delivery order(s), a security clause in accordance with current laws, regulations, and ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or $100,000, or the total dollar value of the order, whichever is lesser.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES
Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, Paragraphs (1) Termination for the Government’s Convenience, and (m) Termination for Cause (See C.1.).

16. GSA ADVANTAGE!
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(a) Manufacturer
(b) Manufacturer’s Part Number; and
(c) Product category(ies).

Ordering activities can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is http://www.gsa.gov.
17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, non-contract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

- a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS:

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

   (1) Time of delivery/installation quotations for individual orders;

   (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

   (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule Contract.

19. OVERSEAS ACTIVITIES:

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

N/A

Upon request of the contractor, the ordering activity may provide the contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis,
and will only be provided to the Contractor’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as “...a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Ordering activities may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, ordering activities may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Pricelist.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.
The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE
If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.sprintbiz.com/gsd. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.
Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –
   (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
   (b) The following statement:
      This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.
1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

A written order, EDI (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB Destination. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

When deliveries are made to destinations outside the 48 contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, and are not covered the following conditions will apply:

Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the ordering activity from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering activity. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.

The right is reserved to ordering activities to furnish ordering activity bills of lading.

Ordering activities will be required to pay differential between freight charges and express charges where express deliveries are desired by the ordering activity.

4. INSTALLATION AND TECHNICAL SERVICES

a. Installation: When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and
maintenance of the equipment. The charges, if any, for such services are listed in the price schedule.

b. **Operating and Maintenance Manuals:** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of his contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. **WARRANTY**

a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Please contact Sprint at 800-535-4250 for plant location.

7. **PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. **RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. **TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**
When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).
1. SERVICE AREAS

When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**PLEASE CALL 1-800-535-4250 FOR PLANT LOCATION(S) AND ASSISTANCE.**

2. MAINTENANCE ORDER

a. Ordering activities may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new
appropriation shall be required, if maintenance is to continue during any
remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's
specific appropriation authority provides for funds in excess of a 12 month,
fiscal year period, the ordering activity may place an order under this schedule
contract for a period up to the expiration of the contract period,
notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30)
calendar days prior to the expiration of maintenance service, if maintenance
is to be terminated at that time. Orders for continued maintenance will be
required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the
Contractor shall be responsible for any damage or loss, from the time the equipment
is removed from the ordering activity, until the equipment is returned to such
installation.

4. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as
requested by the ordering activity during the contract term.

b. Equipment placed under maintenance service shall be in good operating
condition.

(1) In order to determine that the equipment is in good operating
condition, the equipment shall be subject to inspection by the
Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the
equipment in good operating condition shall be borne by the
Contractor, if the equipment was under the Contractor's
guarantee/warranty or maintenance responsibility prior to the
effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the
costs necessary to place the equipment in proper operating condition
are to be borne by the ordering activity, in accordance with the
provisions of Special Item Number 132-12 (or outside the scope of
this contract).

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs
to equipment while such equipment is under the purview of a maintenance
order, unless agreed to by the Contractor.
b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

6. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor’s repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required.

7. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be (in accordance with the Joint Travel Regulations or Federal Travel Regulations, as applicable)

8. INVOICES AND PAYMENTS

a. Maintenance Service

Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
1. **INSPECTION/ACCEPTANCE**

   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **GUARANTEE/WARRANTY**

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. **TECHNICAL SERVICES**

   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. Please call 1-800-535-4250 for technical support number and hours for each vendor.

4. **SOFTWARE MAINTENANCE**

   a. Software maintenance service shall include the following:
      Please call 1-800-535-4250 for maintenance information for each vendor.

   b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. **PERIODS OF MAINTENANCE (132-34)**

   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-33 AND 132-34)

a. Software acquisition is limited to Commercial Computer Software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent activity. The software may be used by any subdivision of the activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple activities have joint projects that can be satisfied by the use of the software placed at one activity’s site. This would allow other activities access to one activity's database. For ordering activity public domain databases, user activities and third parties may use the computer program to enter, retrieve, analyze and present data. The user activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user activity.
(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also included, shall be a brief, introductory explanation of the modules and documentation which are offered.
1.A. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

1.B. PERFORMANCE INCENTIVES

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

2. ORDERING PROCEDURES

a. Procedures for IT professional services priced on GSA schedule at hourly rates.

(1) FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for IT professional services (SIN 132-51) that are priced on schedule at hourly rates. These special ordering procedures which are outlined herein take precedence over the procedures in FAR 8.404.

(2) The GSA has determined that the rates for IT professional services contained in this pricelist are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.
(3) When ordering IT professional services ordering activities shall –

(i) Prepare a Request for Quote:

(A) A performance-based statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(B) A request for quote should be prepared which includes the performance-based statement of work and requests the contractors submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the hourly rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor hour and time and material orders.

(C) The request for quote may request the contractors, if necessary or appropriate, submit a project plan for performing the task and information on the contractor’s experience and/or past performance performing similar tasks.

(D) The request for quote shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical acceptability of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (ii)(A) below, the request for quotes shall notify the contractors that will be the case.

(ii) Transmit the Request for quote to Contractors:

(A) Based upon an initial evaluation of catalogs and pricelists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, hourly rates and other factors such as contractors’ locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering activity, at its
discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering activity’s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(B) The request for quote should be to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not to exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request for quote should be provided to additional contractors that offer services that will meet the ordering activity’s needs. Ordering activities should strive to minimize the contractors’ costs associated with responding to requests for proposals for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement.

(iii) Evaluate proposals and select the contractor to receive the order:

After responses have been evaluated against the factors identified in the request for quote, the order should be placed with the schedule contractor that represents the best value and results in the lowest overall cost alternative (considering price, special qualifications, administrative costs, etc.) to meet the ordering activity’s needs.

(4) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs ordering activities shall –

(i) Inform contractors in the request for quote (based on the ordering activity’s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(A) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the ordering activity’s needs should be awarded the BPA.
(B) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedure in (3)(ii)(B) above, and then place the order with the schedule contractor that represents the best value and results in the lowest overall cost alternative to meet the ordering activity’s needs.

(ii) Review BPAs periodically. Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value (considering price, special qualifications, etc.) and results in the lowest overall cost alternative to meet the ordering activity’s needs.

(5) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(6) When the ordering activity’s requirement involves both products as well as IT professional services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the greatest value in terms of meeting the ordering activity’s total needs.

(7) The ordering activity, at a minimum, should document orders by identifying the contractor the services were purchased from, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

b. **Ordering Procedures for other services available on schedule at fixed prices for specifically defined services or tasks.**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity’s needs.
(1) **Orders placed at or below the micro-purchase threshold.** Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

(2) **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the service representing the best value, the ordering activity may consider— (i) special features of the service that are required in effective program performance and that are not provided by a comparable service; and (ii) past performance.

(3) **Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

(i) Review additional Schedule Contractors’ catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;

(ii) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(iii) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

(A) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(B) Offer the lowest price available under the contract; or

(C) Decline the order (orders must be returned in accordance with FAR 52.216-19).

(4) **Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering
activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

(5) **Price reductions.** In addition to the circumstances outlined in paragraph (3), above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

(6) **Small business.** For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

(7) **Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity’s needs.

3. **ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor’s price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

(a) When ordering services, ordering activities shall—

(1) Prepare a Request (Request for Quote or other communication tool):

   (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor’s experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

(i) Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors’ locations, as appropriate). When buying IT professional services under SIN 132—51 ONLY, the ordering activity, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the ordering activity’s needs are available, if the order is estimated to exceed the micro-purchase threshold.

(ii) The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity’s needs. Ordering activities should strive to minimize the contractors’ costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:
After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity’s requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity’s requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors’ quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

(f) Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under “Information for Ordering activities,” paragraph #12.
4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

6. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

7. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

8. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

9. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

10. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

11. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

12. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the ordering activity upon request.

13. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

14. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

15. EQUIVALENCY

Sprint Communications Company, L.P. reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of the experience/education requirement.
A. ORDER TERM.

1. **Initial Order Term.** The initial term for the Services ("Initial Order Term") will be stated on the ordering activity’s purchase order ("Order") and will begin on the date services are installed and available for the ordering activity’s use. The minimum Order term will be mutually agreed to by Sprint and ordering activity. In this Section I, the term Services will refer, individually or collectively to the services provided for in the following Sections under SIN 132-52.

2. **Extension Periods.**

   2.1 The purpose of an extension period is to help the ordering activity avoid any unintended interruption in Service at the end of the Initial Order Term. Therefore, if the ordering activity does not provide Sprint with 30 days written notice of its intent to terminate the Order prior to the end of the Initial Order term, the Order term will automatically extend for successive 60-day periods ("Extension Periods"). Sprint will notify the Ordering activity prior to expiration of Initial Order Term as a reminder of this provision. The ordering activity will be responsible for providing and keeping current the phone number and e-mail address of a Ordering activity designated point of contact to receive such notices. Initial point of contact information and all subsequent Ordering activity updates will be sent to the Contractor’s Ordering address specified in the Information for Ordering activities Section of this agreement.

   2.2 After expiration of the Initial Order Term, either party may terminate an Extension Period with 30 days advance written notice or the Ordering activity may execute a new Order for Services with a minimum term of 1 year.

3. **Termination.** To terminate Services, the ordering activity must provide Sprint with 30 days prior written notice. The ordering activity will be responsible for payment of charges incurred through the effective date of termination and any additional charges or costs consistent with FAR 52.249-2.

B. ORDERING ACTIVITY-PROVIDED HARDWARE OR SOFTWARE.

1. **Responsibility.** Sprint is not responsible for the installation, operation, or maintenance of hardware or software not provided by Sprint ("ordering activity-Provided"); nor is Sprint responsible for the transmission or reception of information by ordering activity-Provided hardware.

2. **Selection and Use.** The ordering activity will be responsible for the selection, use and compatibility of ordering activity-Provided hardware or software. If such hardware or software impairs the Ordering activity’s use of the Services, the ordering activity will nonetheless be liable for payment for Services. Upon notice from Sprint that the Ordering activity-Provided hardware or software is causing or is likely to cause hazard, interference, or service obstruction the ordering activity will eliminate such hazard, interference, or service obstruction. Sprint reserves the right to disconnect the Services until such hazard, interference, or service obstruction is corrected. If requested by the ordering activity, Sprint may, at its then-current rates, troubleshoot...
difficulties caused by ordering activity-Provided hardware or software.

3. **Obsolescence.** Sprint will not be responsible if any changes in Services cause ordering activity-Provided hardware or software to become obsolete, require modification or alteration, or otherwise affect performance of such hardware or software.

4. **Ordering activity-Provided Router.** If the ordering activity provides its own router to interface with the Services, then the ordering activity is fully responsible for the installation, maintenance, and configuration of such ordering activity-Provided router, however, Sprint may, in cooperation with the ordering activity, set the initial configuration for the router interface into the Services.

C. **PROPRIETARY RIGHTS AND INFORMATION PROTECTION**

1. **Software License.** Sprint grants to the ordering activity a non-exclusive and non-transferable license to use software that may be provided with or included in the Services for the sole purpose of enabling the Ordering activity to use such Services.

2. **Title and Property Rights.** Title and property rights to Sprint-provided software and equipment are and will remain with Sprint or its suppliers, whether or not embedded in or attached to realty. Title and property rights to IP addresses assigned to the ordering activity by Sprint are and will remain with Sprint.

3. **Trade Secrets.** The Ordering activity recognizes that Services provided hereunder constitute valuable trade secrets of Sprint or its suppliers. The ordering activity will protect any software used by the ordering activity that is provided with or included in the Services, and will make no attempt to examine, copy, alter, reverse engineer, tamper with, or otherwise misuse such software.

4. **Trademark/Trade Name.** The ordering activity will not use the Sprint trade name and any Sprint trademark or service mark in any fashion without the prior written consent of Sprint.

5. **Proprietary Information.** Information that is identified as proprietary to either party which is delivered or disclosed to the other party will, for a period ending 3 years from the expiration or termination date of the Order, (i) be held in confidence by the receiving party; (ii) be disclosed only to those employees or authorized representatives on a need-to-know basis, and (iii) be used only in fulfillment of the receiving party's obligations under the Order. Neither party will be liable for the disclosure or use of such data or proprietary information which: (a) is, or becomes, publicly known, other than by breach of the Order; (b) is obtained by the receiving party from a third party without restriction, (c) is previously known by the receiving party; (d) is, at any time, developed by the receiving party completely independent of any disclosures hereunder; or (e) is required to be released by law.

D. **WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED UNDER THE FOLLOWING SECTIONS FOR SIN 132-52, SPRINT MAKES NO WARRANTIES FOR SERVICES USED IN A MANNER THAT IS INCONSISTENT WITH STANDARD INTERNET USAGE OR APPLICATIONS.

E. **LIMITATION OF LIABILITY**
1. IN NO EVENT WILL SPRINT BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING: (i) AMOUNTS DUE THE ORDERING ACTIVITY FROM PERSONS TO WHOM THE ORDERING ACTIVITY SELLS PRODUCTS OR SERVICES USING THE SERVICE, (ii) DAMAGES ARISING FROM THE ACCESS TO THE ORDERING ACTIVITY’S CONTENT, OR DOWNLOADING BY A THIRD PARTY OF PRODUCTS, SERVICES, OR INFORMATION CONTAINED IN THE CONTENT WITHOUT AUTHORIZATION, OR (iii) CREDIT CARD VERIFICATION OR AUTHORIZATION OTHER THAN THOSE MADE BY SPRINT. IN ADDITION, SPRINT WILL, UNDER NO CIRCUMSTANCES, BE LIABLE TO THE ORDERING ACTIVITY OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUES, EVEN IF SPRINT HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

2. SPRINT WILL NOT BE RESPONSIBLE FOR (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF THE ORDERING ACTIVITY, ITS AGENTS, SUBCONTRACTORS, SUPPLIERS, LICENSEES OR USERS; (ii) INTEROPERABILITY OF SPECIFIC ORDERING ACTIVITY APPLICATIONS; (iii) INABILITY OF THE ORDERING ACTIVITY OR ANY USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDERS, NETWORKS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET; (iv) INTERACTIONS WITH THIRD PARTIES THROUGH THE INTERNET; (v) SERVICES OR EQUIPMENT PROVIDED BY THIRD PARTIES; OR (vi) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET. SPRINT WILL NOT BE LIABLE FOR UNAUTHORIZED ACCESS BY THIRD PARTIES TO THE ORDERING ACTIVITY’S OR ITS USER’S OR THIRD PARTIES TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF THE ORDERING ACTIVITY’S OR ITS USER’S OR THIRD PARTY’S NETWORK, SYSTEMS, APPLICATIONS, DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD.

3. EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SPRINT, SPRINT WILL NOT BE LIABLE FOR CLAIMS OR DAMAGES RESULTING FROM OR CAUSED BY: (i) THE ORDERING ACTIVITY’S FAULT, NEGLIGENCE OR FAILURE TO PERFORM THE ORDERING ACTIVITY’S RESPONSIBILITIES; (ii) CLAIMS AGAINST THE ORDERING ACTIVITY BY ANY OTHER PARTY (EXCEPT FOR CLAIMS OF COPYRIGHT OR PATENT INFRINGEMENT AS SPECIFIED HEREIN); (iii) ANY ACT OR OMISSION OF ANY OTHER PARTY; OR (iv) EQUIPMENT OR SERVICES FURNISHED BY A THIRD PARTY.

F. INDEMNIFICATION.

1. The ordering activity will indemnify, defend and hold harmless Sprint, its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, ordering activity proceedings and costs and expenses, including reasonable attorneys’ fees and costs of suit, arising out of claims related to: (i) the negligent or willful acts, errors or omissions of the ordering activity or its employees and agents; (ii) the ordering activity’s Content, or the marketing and
promotional activities of the ordering activity or its agents pertaining to the ordering activity’s Content; and (iii) any transactions or dealings between the ordering activity and a third party. The claims indemnified under this subsection include copyright, trademark, service mark, patent and any other intellectual property-type claim.

2. Sprint will be indemnified and saved harmless by the ordering activity from and against all loss, liability, damage and expense, including reasonable counsel fees, caused by:

2.1 Negligent acts or omissions of officers, employees, agents, or contractors of the Ordering activity which result in claims and demands for damages to property or for injury or death to persons, including payments made under any Worker’s Compensation Law or under any plan for employee’s disability or death benefits;

2.2 Any claims arising from information, data, or messages transmitted over the network by the ordering activity including, but not limited to, claims for libel, slander, invasion of privacy, infringement of copyright, and invasion and/or alteration of private records or data; and

2.3 Claims for infringement of patents arising from the use of hardware and software not provided by Sprint in connection with Services.

3. If promptly notified of any action brought against the ordering activity based on a claim that Sprint-provided Services used by the ordering activity infringe a United States patent or copyright, Sprint will defend such action at its expense and will pay any and all fees, costs, or damages that may be finally awarded in such action or resulting settlement. In the event that a final injunction is obtained against the ordering activity prohibiting use of Services by reason of infringement of a United States patent or copyright, Sprint will at its option and expense either:

3.1 procure the right for the ordering activity to continue using the Services; or

3.2 procure alternative Services which furnish equivalent functionality; or

3.3 direct the ordering activity to return such Services to Sprint, and in such event, the Order relating to such returned Services will terminate.

G. PUBLIC INFORMATION. The ordering activity understands that the Service may require registrations and related administrative reports that are public in nature and that Sprint may include the ordering activity’s designated administrative/technical point of contact(s) and contact information in directories as required by Internet governing bodies (including, but not limited to, Domain Name Service). At the time of order the ordering activity will be asked to provide its written authorization. The ordering activity’s inability to provide such authorization may limit the level of service Sprint can provide.

H. FORCE MAJEURE.

Force Majeure Liability. Neither party will be responsible for any delay, interruption or other failure to perform under the Order due to acts beyond the control of the responsible party. Force majeure events include, but are not limited to: natural disasters
(e.g. lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; cable cuts, local exchange carriers’ activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and ordering activity decrees. The affected party will give notice to the other party of any force majeure event. Upon notice, either party may cancel or delay performance without liability (except for payment of any outstanding amounts due the other party) during the force majeure event. If the event continues for more than 60 days and adversely and materially impacts the affected party, that party may terminate any affected elements of Services without liability, or the Order without liability if a majority of Services are affected.

I. SPRINT’S IP POLICIES. Sprint’s IP Policies are designed to help protect Sprint, Sprint’s customers, and the Internet community from irresponsible or illegal activities.

1. Acceptable Customer Conduct Policy

   1.1 Sprint IP customers shall not, nor shall they permit or assist others to abuse or fraudulently use Sprint IP Products and Services, including but not limited to the following:

   (a) Sending unsolicited e-mail that causes complaints from the recipients of such unsolicited e-mail; or,

   (b) Mail bombing (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts); or,

   (c) Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., “spoofing”); or,

   (d) Obtaining or attempting to obtain service by any means or device with intent to avoid payment; or,

   (e) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Sprint customers or end-users by any means or device; or,

   (f) Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence <SYN> attacks) to any Sprint customers or end-users; or,

   (g) Using Sprint’s products and services to interfere with the use of the Sprint network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.

1.2 Customer Responsibility. Each Sprint IP customer is responsible for the activities of its customer base or end users and, by accepting service from Sprint, is agreeing to ensure that its customers abide by this Policy. Complaints about customers or end users of a Sprint IP customer will be forwarded to the Sprint IP customer’s hostmaster for action. If irresponsible or illegal activity continues, the Sprint IP customer’s products and services may be subject to termination or other action as Sprint deems appropriate without notice.
1.3 **Account Termination.** Sprint has the right to terminate the account of an offending customer or take other action as Sprint deems appropriate without notice (e.g., address filtering).

1.4 **Policy Modification.** Sprint reserves the right to modify this Policy at any time.

2. **Sprint IP Web HostingSM Policy**

2.1 Sprint IP Web HostingSM customers shall not, nor shall they permit or assist others to, abuse or fraudulently use Sprint’s IP Web HostingSM Service, including but not limited to the following:

(a) Disclose the ordering activity Administrator passwords and/or IDs to any third party who has not signed a non-disclosure agreement with the Ordering activity protecting the proprietary nature of information disclosed or made available during the development of the ordering activity’s Content. Title to passwords and ID’s assigned to the ordering activity Administrator are and shall remain with Sprint, and should be treated by the ordering activity as private and confidential information of Sprint.

(b) Develop web sites or Content, knowingly or unknowingly, which Sprint considers destructive in nature (e.g., aggressively captures CPUs, memory, and/or I/O to the point where it is seriously degrading performance of the Server and is inhibiting other customer’s ability to use the Service).

(c) Provide material that is, in the sole opinion of Sprint, threatening or harassing, obscene or pornographic, profane, abusive, libelous, socially objectionable, unlawful, discriminatory, offensive, or protected by trade secrets. Sprint will be indemnified and held harmless by the ordering activity from any and all claims and actions, damages, costs, and expenses that arise in connection with the ordering activity’s Content.

2.2 Sprint reserves the right to remove Content from it Servers which Sprint, in its sole discretion, determines to be in violation of these Policies. If irresponsible or illegal activity continues, then the Sprint IP Web HostingSM Service may be subject to termination or other action as Sprint deems appropriate without notice.

2.3 ACF/COC Waivers: Sprint will waive 100% of the monthly recurring and one-time installation of ACF and COC charges on Sprint-provided, DomestIP Dedicated local access lines installed under the ordering activity’s Order.

3. **Dampening Policy**

3.1 Dampening Internet Traffic. Sprint dampens Internet traffic to confine network instabilities to a localized area. Network instabilities are caused by customer route flapping. Dampening prevents network instabilities from destabilizing the Sprint Internet Network, other Sprint customer networks, and other portions of the global Internet. Sprint uses Cisco Router IOS BGP to dampen Internet traffic.
3.2 Some Definitions

- **Dampen.** To prevent excessive route change announcements from entering the Sprint Internet Network and degrading router performance. Sprint dampens route announcements when the customer exceeds its Dampen Limit. Sprint stops dampening and renews announcing customer routes when the customer reaches its Reuse Limit.

- **Dampen Limit.** Customer penalty value at which point Sprint dampens the customer route announcements. The current Dampen Limit is 2000.

- **Filter.** To control which route announcements are accepted and that are rejected by Sprint’s Internet Network. Sprint reviews all customer route announcements to determine address acceptability. Routes determined by Sprint to require rejection are immediately dampened.

- **Penalty.** Numeric value that is assigned to a route announcement when that route announcement flaps. The current Penalty per flap is 1000. Penalty values automatically decrease 100 per minute in the absence of flapping.

- **Route Flap.** Frequent change in state (addition-removal) of customer route announcements. Route flaps are typically caused by BGP session resets; changes in state (on-off) of router; changes in state (up-down) of private line; change in router filter list; high-circuit error rate.

- **Reuse Limit.** Customer Penalty value at which point Sprint automatically stops dampening customer route announcements. The current Reuse Limit is 750.

3.2 Dampening Process. Route dampening (introduced in Cisco IOS version 11.0) is a mechanism to minimize the instability caused by route flapping and oscillation over the Internet. To accomplish this, criteria are defined to identify poorly behaved routes. A route that is flapping gets a Penalty for each flap. When the cumulative Penalty reaches a predefined suppress-limit, the advertisement of the route is suppressed. The Penalty will be exponentially decayed based on a preconfigured half-time. When the Penalty decreases below a predefined Reuse-Limit, the route advertisement will be unsuppressed.

3.3 Sprint dampens route advertisements for both customers and non-customers on flapping (unstable) routes based on a progressive scale. Flapping 24-bit prefixes are held down from minutes to hours until the link is stabilized and remains stabilized for a reasonable period of time.

3.4 Ordering activity customers experiencing route dampening may open a trouble ticket by calling Sprint’s Service Management Center (SMC) at 1-800-877-5045.

4. **Internet Service Provider Policy.** Sprint applies specific limitations to its Internet Service Provider (ISP) customers. Sprint considers a customer to be an ISP if Sprint determines that the customer’s primary use of its dedicated Internet connection is
to resell Internet access, including the sale of dedicated Internet connections or SLIP/PPP dial-up connections to others, as these require that an IP network, subnet or host number be assigned to the end user.

4.1 The following limitations are applied to Sprint’s ISP customers:
   (a) ISPs are not eligible to receive Frame Relay-Internet Gateway service
   (b) ISPs are not eligible to receive ATM-Internet Gateway service
   (c) ISPs are not eligible to rent routers from Sprint
   (d) ISPs are not eligible to purchase router maintenance contracts from Sprint
   (e) ISPs are not eligible to purchase Primary DNS service from Sprint
   (f) ISPs are eligible to receive Secondary DNS service from Sprint
   (g) Sprint does not provide Primary DNS or Secondary DNS for customers of Sprint ISP customers

5. IP Address Aggregation and Filtering Policy

5.1 Description of Aggregation and Filtering. “Aggregation” refers to Sprint’s implementation of Classless Inter-Domain routing (CIDR) to aggregate multiple IP addresses under a single IP address. “Filtering” refers to the process of intentionally prohibiting IP datagrams with pre-selected IP addresses from entering the Sprint Internet Network. “Announcing” refers to the process of distributing routing tables to other autonomous systems. To maintain Internet stability and optimize Internet performance, Sprint uses efficient aggregation and filtering techniques to reduce the number of globally advertised routes. Customers of other Internet service providers that do not impose strict aggregation/filtering policies are subject to endure a greater number of route announcements and route flaps. Sprint aligned its filtering and aggregation policy with the IETF Best and Common Practices (IETF is the Internet Engineering Task Force), Request for Comment de facto standards, and Registry guidelines in the attempt to maintain cohesive routing on the Internet.

5.2 IP Address Aggregation. Sprint aggregates IP addresses to limit the growth of its Internet routing tables. Routing tables have grown quickly, reflecting the growth in number of Internet users. Routers lack the hardware capabilities to efficiently route all IP addresses. Sprint aggregation allows its routers to continue to route efficiently, while simultaneously allowing for the number of Internet users to grow exponentially.

5.3 Aggregation Policies. For Sprint customers, Sprint applies the following aggregation policies:

   (a) For all single-homed customers, Sprint aggregates their IP addresses into IP addresses as short as /16 and /17 address blocks.

   (b) For multi-homed customers, Sprint will announce IP addresses as short as /24. To avoid being filtered by other ISPs, the multi-homed customers must aggregate their own IP addresses. Sprint does not guarantee that customers who announce /24s will not be filtered by other ISPs. Since routers are programmed to direct traffic to the more specific route announcement, Multi-homed customers may want to announce /24s to both of their upstream
ISPs so that their routers would consider other routing metrics, such as AS path, to determine IP datagram path.

5.3 **IP Address Filtering.** Sprint’s Filtering policy affects only multi-homed customers. Sprint filters IP addresses to enforce CIDR, as described at: [http://rs.internic.net/templates/internet-number-request.txt](http://rs.internic.net/templates/internet-number-request.txt)

5.4 Listed below are those situations in which Sprint employs filtering for non-Sprint customers. This policy has been in effect since October 1996:

(a) For Class A addresses (0.1.0.0 through 126.0.0.0), Sprint filters IP addresses longer than /8s (/9, /10, /11, etc.)
(b) For Class B addresses (128.0.0.0 through 191.255.0.0), Sprint filters IP addresses longer than /16 (/17, /18, /19, etc.)
(c) For Class C IP addresses (192.0.1.0 through 223.255.255.0), Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
(d) For 195.0.0.0/8 IP addresses, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.).
(e) For 206.0.0.0/8 through 223.0.0.0/8, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
(f) For all Classful addresses not announced before July 1995, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)
(g) For 192.168.0.0/16 IP addresses, Sprint filters IP addresses longer than /17 (/18, /19, /20, /21, /22, etc.).
(h) For all Classful addresses not announced before July 1995, Sprint filters IP addresses longer than /19 (/20, /21, /22, etc.)

6. **Autonomous System Number Registration Policy**

6.1 **Autonomous System (“AS”)**.

(a) Autonomous System is defined as a group of routers and networks controlled by a single administrative authority and that use common Internet Gateway Protocol for routing packets. Consequently, dividing lines between autonomous systems may or may not match the physical dividing lines between networks.

(b) Autonomous systems are identified by AS Numbers (ASNs), globally unique numbers issued by the Internet Assigned Numbers Authority (IANA). Customers who want to multi-home and want to use policy-based routing protocols such as BGP-4 must obtain their own ASN. ASNs are issued according to current need. An organization should only request an ASN when it is already multi-homed or will be multi-homed within one month.

(c) Ordering activity customers who want to use a non-unique ASN outside of the Internet may use one or more of IANA’s reserved ASNs: 64512 through 65535.

(d) Ordering activity customers who multi-home with multiple ISPs obtain ASNs in a different fashion than customers that multi-home with only Sprint.
6.2 Multi-Homing with Multiple ISPs. Customers wanting to multi-home with multiple ISPs (e.g., Sprint and MCI) must obtain an ASN from the IANA using the process described below. Presently, IANA is the only organization that is permitted to register ASNs. (Questions regarding the ASN registration should be directed to the IANA.)

Step 1: Account Team has customer fill out the AS Number Registration Template, available at ftp://rs.internic.net/templates/asn-template.txt. When filling out the template, do not alter the version number, field names, field positions, punctuation or spacing. Any such change to the template may cause an error that inhibits IANA’s automatic template processing process, delaying the customer’s ability to obtain the ASN. The customer needs to verify with IANA that its routing policy that differs from its BGP-4 peers. The template also requests proof that the customer will be multi-homed to multiple ISPs. Points of contact for each of the customer’s BGP-4 peers must be included. Sprint’s point of contact is: bgp4-admin@sprint.net.

Step 2: The Ordering activity e-mails the completed template to hostmaster@internic.net.

Step 3: IANA processes the registration request following INCA guidelines.

6.3 Multi-Homing to Only Sprint. Customers wanting to multi-home with only Sprint must still obtain an ASN, but through a different process than if they multi-homed with Sprint and another ISP. Customers may multi-home with Sprint by purchasing dedicated connections at two or more Sprint Internet Node sites - Sprint’s Anaheim and Stockton nodes, for example - or by purchasing two dedicated connections to a single Sprint Internet node site. The following process is used to provide ASNs to customers multi-homing with only Sprint:

Step 1: Account Team indicates in the “comments” field of the Order that the customer wants to Multi-Home to only Sprint.

Step 2: Sprint IP Implementations will issue the customer ASN 1790 if the customer has, or is in the process of, obtaining multiple connections to Sprint that utilize the same IP address space.

6.4 ASN 1790 Limitations. Customers that use ASN 1790 may not announce ASN 1790 to any ISP other than Sprint, or allow other ISPs to announce ASN 1790. Customers who fail to limit announcements of ASN 1790 as stated above will immediately lose BGP connectivity to Sprint, and possibly have their service terminated. If this occurs, the customer must apply for their own ASN through the IANA. Customers using ASN 1790 who want to run BGP with another ISP must obtain their own ASN from the IANA and cease using ASN 1790. Sprint owns ASN 1790. Customers may NOT retain the use of ASN 1790 if their service with Sprint is terminated. Sprint reserves the right to optimize ASN 1790. Sprint will inform customers using ASN 1790 before such optimization.
7. **Border Gateway Protocol ("BGP") Policy**

7.1 **BGP Requirements.** The customer must:

(a) be multi-homed.
(b) obtain an AS number.
(c) use a router running the equivalent of Cisco IOS 10.3 or higher.
(d) run BGP version 4 or higher.
(e) not allow unfiltered redistribution of routes from their network into Sprint’s Internet Network, or from Sprint’s Internet Network into the customer’s network. To prevent injections of invalid routes into Sprint’s network, the customer must use explicit distribute-list statements specifically, AS-path filters. AS filters must be inclusive (listing what is allowable), not exclusive (listing what is not allowed).
(f) aggregate routes as much as possible. Route aggregation limits routing table growth and decreases the likelihood of filtering by other ISPs.

7.2 The customer network configuration listings must be “sane,” meaning that no networks or subnets assigned to other customers may be announced outside of the customer’s network.

J. **REGULATORY PROGRAMS.** Sprint may impose additional charges on the ordering activity to recover actual amounts Sprint is required by regulatory or other ordering activity authorities to collect on behalf of or pay to others in support of statutory or regulatory programs, plus associated administrative costs. Administrative charges are only permitted to the extent that charge applies to other business or ordering activity customers. Examples of these programs include, but are not limited to, the Universal Service Fund, the Presubscribed Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access Sprint’s service.
SERVICE DESCRIPTION AND ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO INTERNET ACCESS SERVICES

A. ADDITIONAL TERMS AND CONDITIONS FOR SPRINT IP SERVICES

In the event of a conflict between the Terms and Conditions applicable to Electronic Commerce Services contained in Section I and these Terms and Conditions for Sprint Internet Access Services, these Terms and Conditions for Sprint Internet Access Products and Services ("Services") will take precedence.

1. Delivery

1.1 Delivery.

(a) Delivery Date Delivery dates will be mutually agreed to by the parties and set forth in each ordering activity Order.

(b) Ordering activity-Requested Delay

(1) The ordering activity may request a delay in the delivery date set forth in the Order ("Original Delivery Date") if: (a) the delay does not exceed 30 calendar days from the Original Delivery Date; (b) Sprint receives the Ordering activity’s written request for the delay at least 10 days before the Original Delivery Date; and (c) the ordering activity pays any additional charges resulting from the delay.

(2) If the ordering activity-requested delay is more than 30 calendar days from the Original Delivery Date, the ordering activity will pay Sprint all out-of-pocket expenses it incurs as a result of such delay.

(3) If Sprint receives the ordering activity’s written notice to cancel the affected Services after the 30th calendar day from the Original Delivery Date, the ordering activity will pay Sprint all out-of-pocket expenses it incurs as a result of such cancellation.

2. Responsibilities of Sprint

2.1 Sprint will provide, install, operate and maintain the Services as required in the Order. Sprint will not be responsible for cabling that connects ordering activity-provided equipment to the Services.

2.2 Sprint warrants that Services will be in good working order and will in all material respects conform to the requirements of the Order upon the date installed. The ordering activity’s remedy for non-performance of Services in accordance with the terms of the Order will be repair or replacement or cancellation of the affected Services. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
2.3 ACF/COC Waivers: Sprint will waive 100% of the monthly recurring and one-time installation of ACF and COC charges on Sprint-provided, Domestic IP Dedicated local access lines installed under the ordering activity’s Order.

3. Responsibilities of the Ordering activity

3.1 The ordering activity will: (a) at its own expense provide all necessary preparations required to comply with Sprint’s installation and any applicable maintenance specifications, (b) be responsible for the costs of relocation of Services once installed, and (c) provide to Sprint and its suppliers, reasonable access to the ordering activity’s premises to perform any acts required by the Order.

3.2 The ordering activity will properly use the Services. The ordering activity will be liable for any and all damages to Services located on the ordering activity’s premises excluding reasonable wear and tear, and damages caused by Sprint. Upon expiration or termination of the Order, the ordering activity will surrender to Sprint any equipment and other property owned by Sprint and provided to the ordering activity.

3.3 The ordering activity will not nor will it permit or assist others to: (a) use Services for any purpose other than that for which they are intended, (b) fail to maintain a suitable environment in accordance with the manufacturer's specifications, or (c) alter, tamper with, adjust or repair the Services. Upon the occurrence of any of the above, Sprint will be completely released from any liability or obligation (including any warranty or indemnity obligation) to the ordering activity relative to the Services; and the ordering activity will be liable to Sprint for costs or damages incurred by Sprint resulting therefrom.

3.4 The ordering activity will not, nor will it permit or assist others to, abuse or fraudulently use Services, including but not limited to the following:

(a) Obtaining or attempting to obtain service by any means or device with intent to avoid payment; or

(b) Unauthorized access, alteration, destruction, or any attempt thereof, of any information of another Sprint customer by any means or device; or

(c) Using Services so as to interfere with the use of the Sprint network by other customers or authorized users, or in violation of the law or in aid of any unlawful act; or

(d) Using Services in a manner which, in the sole opinion of Sprint, is not in accordance with generally accepted rules of Internet conduct as adopted and modified by Sprint. The most current version of this policy is available at http://www.sprint.net/policy/abuse.html. A sample has been attached in Section J.1 of Sprint’s General Terms and Conditions Applicable to the Purchase of Electronic Commerce Services.

(e) Using Services to route traffic between Sprint’s Internet network and Sprint’s Intranet network.
3.5 Upon the occurrence of any of the above, Sprint may suspend its performance and/or terminate the Order with no further obligation to the ordering activity.

B. INTERNET ACCESS SERVICE DESCRIPTION

1. **Service Overview.** This summary of Sprint’s Internet Access Services (Sprint IP Dedicated and IP Dial Services), Gateway services and value added services such as Domain Name Service and Network News, is provided as a convenient reference. Upon ordering Internet Access Services from Sprint, the Ordering activity will receive *Sprint’s Internet Use Guide*, as may be amended from time to time by Sprint, containing a complete description of the Services provided for herein.

Sprint has more than 20 years of experience in building and managing advanced data networks for businesses worldwide. Our 100% digital, fiber-optic Synchronous Optical Network (SONET) with four-fiber, bi-directional, line-switched ring (4F BLSR) design is the foundation for all Sprint Internet Protocol network solutions. Sprint provides efficient routes to all Internet destinations, offers the option of creating an Intranet on our IP network facilities dedicated exclusively to business traffic.

Sprint’s Internet service uses the Transmission Control Protocol/Internet Protocol (TCP/IP) suite of software, a group of non-proprietary protocols that work with almost every computer worldwide. You will find Sprint’s Internet services valuable for the most common communication applications. TCP/IP supports HyperText Transport Protocol (HTTP) for World Wide Web (WWW) use, File Transfer Protocol (FTP), Telnet, Serial Line Internet Protocol/Point-to-Point Protocol (SLIP/PPP), Simple Mail Transfer Protocol (SMTP) for electronic mail use, and many other protocols, including access to the global Internet. Orders for MMb, FDS3, and DS3 Sprint IP Dedicated ports will be accepted subject to availability and require a minimum Initial Order Term of 1 year.

Sprint IP Services are designed to make Internet, Intranet and extranet applications fast, reliable, secure.

2. **Service Highlights**

- Tier 1 Internet provider for high quality, end-to-end connectivity to most of the Internet
- Both Internet and Intranet services available
- Dedicated access connections nationwide
- Local Dial-Up and Toll-Free connections in hundreds of domestic and international cities.
- Browser-based Administrator Utility for dial accounts
- Equipment lease and purchase options available
- Single point Customer Service interface
- Duplicate circuitry for Sprint backbone router redundancy
- One of the most advanced SONET networks in the world
- Two-tiered topology offers redundancy, reliability, and scalability for optimum performance
- Physical-path diversity built into the topology design
- Customer access via dial-up, private line or Frame Relay or ATM gateway services
• Fractional DS3 and NxT1 available for port speeds above T1 and below DS3
• Among the industry's best service level performance guarantees
• Domain Name and Network News Feed services available
3. **Internet Access Services**

3.1 **IP Dedicated Services.** Sprint IP Dedicated service components include access services, customer premise equipment, and network ports described below.

A. **Dedicated Access Services.** Sprint offers dedicated access to the Internet via private lines at a wide range of speeds including a variety of fractional DS3 speed and full DS3. This range of access speeds provides a smooth migration path to higher bandwidth requirements.

(1) **Dedicated Access Facility.** With Sprint Dedicated Internet access, a private line continuously connects your business to Sprint’s Internet Network.

(2) **Access Connections.** The Ordering activity can choose to connect a single circuit to Sprint’s Dedicated Internet Access Service alone, or can have multiple connections to Sprint or other Internet service providers.

(a) **Single-Homed.** Customers with only one connection to the Internet are considered “single-homed.” Single-homed customers utilize “static” routing tables that take precedence over routes chosen by dynamic routing protocols.

(b) **Multi-Homed.** Customers with multiple connections to the Internet are considered “multi-homed.” Guidelines for multi-home configurations are available from your Sprint representative.

B. **Customer Premise Equipment (“CPE”).**

(1) **Routers.** Ordering activities may purchase routers (under SIN 132-8) or lease routers (under SIN 132-3) from Sprint or provide their own. The ordering activity may use any Sprint Certified router it chooses for connecting to the Sprint Internet. But the ordering activity is responsible for configuring, maintaining and managing any ordering activity-provided router. Ordering activity-provided routers also require the ordering activity to furnish the necessary ancillary equipment (cables, routing software etc.) to ensure inter-operability with Sprint’s Dedicated Internet service network router. Sprint maintains a list of Sprint-certified CPE routers for use with our Dedicated Internet Access Service.

(2) **CSU/DSUs.** Sprint IP Dedicated Services utilize Channel Service Units/Data Service Units (CSUs/DSUs). Sprint will assist the ordering activity in selecting the appropriate CSU/DSU to terminate the private line at it’s site. Typically, access services below 1.544 Mbps require a CSU/DSU; access services between 6 and 12 Mbps require Multi-Megabit Service (described in Section C(3) below).

(3) **Ordering activity-Provided CSU/DSU.** The ordering activity may obtain a CSU/DSU on its own. But if the ordering activity chooses to lease a router from Sprint, the appropriate CSU/DSU must also be leased from Sprint. Using a Sprint-provided CSU/DSU helps speed resolution of any network problems and facilitates Sprint’s ability to address problems remotely.
(4) **In-Band Monitoring.** Sprint will provide continuous in-band monitoring of the ordering activity’s access link 24 hours a day, 7 days a week. The demarcation point to which Sprint monitors will vary according to who is providing the various CPE components.

(5) **Responsibility of Ordering Activity.** Ordering activities will be responsible for arranging and paying for installation, maintenance, and repair (unless otherwise covered under a maintenance agreement) of CPE.

C. **IP Dedicated Network Ports.**

(1) **Network Port.** Dedicated access traffic enters Sprint’s Internet network via a port on one of Sprint’s customer access routers.

(2) **Access Methods.** The following access methods are available for Sprint IP Dedicated ports: (a) Fractional DS1 (FDS1) for port bandwidths between 56 Kbps and 768 Kbps; (b) DS1 for a port bandwidth of 1536 Kbps; (c) NxT1 Multi-Megabit (MMb) for port bandwidths between 3 Mbps and 9 Mbps; (d) Fractional DS3 (FDS3) for port bandwidths between 6 Mbps and 34 Mbps; (e) DS3 for a port bandwidth of 45 Mbps;

(3) **NxT1 and Multi-Megabit T–1 Service (Cisco routers only).** Multi-Megabit T-1 service works with NxT1 ports to give the ordering activity the ability to purchase multiple lines without requiring the ordering activity to purchase multiple routers. Multi-Megabit T1 service can work of up to 6 T1s (an aggregate of 9 Mbps).

(a) **Some Definitions.** The following definitions are used in the description of Sprint’s Multi-Megabit T1 Service.

- **Load Sharing** – general term used to describe the ability to send traffic over multiple paths to a single end point.

- **NxT1 Service** – NxT1 gives the ordering activity the ability to purchase multiple T1 lines, at speeds between T1 (1.54Mbps) and DS3 (45 Mbps), without requiring the Ordering activity to purchase multiple routers. NxT1 is the perfect fit for 2 types of customers: (1) a customer with a Cisco router who is interested in more bandwidth than a T1 can provide and; (2) a current T1 customer with a Cisco router who is interested in upgrading their access speed, but doesn’t require the bandwidth associated with a DS3 line.

- **Cisco Express Forwarding (“CEF”)** – Cisco specific switching technology that supports per-destination and per packet load sharing.
(b) Customers who have a firewall or who are interested in the per packet load sharing option need CEF. CEF has the ability to look at source destination pairs allowing information to travel over multiple T1 links rather than just recognizing the firewall as the destination IP address of the customer.

(4) **Fractional DS3 (“FDS3”).** As an alternative to NxT1, customers with any Sprint certified router that are interested in bandwidth above T1 and up to DS3, may purchase FDS3. A FDS3 customer has the flexibility to upgrade its service to 45 Mbps. A NxT1 customer with Multi-Megabit Service can only upgrade to 9 Mbps.

D. Transitioning Internet Service Providers (“ISP”). Moving your domain name from one ISP to another must be handled carefully. It’s far more crucial that things proceed smoothly and promptly to reduce downtime. Sprint has a well-defined set of procedures to assist you in switching from another ISP to Sprint. These procedures serve two important purposes.

- First, they help ensure that the downtime of your domain is kept to an absolute minimum.
- Second, these procedures minimize the inconvenience to you in changing your ISP. A Sprint IP implementation engineer will call to schedule cutover and discuss any final issues/concerns.

3.2 **IP Dial Services.** Sprint dial access lets remote PC users access any Internet host worldwide. By connecting a corporate LAN or host to the Internet, branch offices, telecommuters and employees on the road can connect anytime, just as if they were connected locally. And, when dialing into the Intranet, the user will have access to the dedicated facility of their host site or sites. All dial access is analog dial supporting speeds of 300-56000 bps and ISDN digital speed of 64K (single channel). Future access will include ISDN digital dial at speeds up to 128 Kbps.

A. **Internet/Intranet.** Sprint’s Internet dial and Intranet dial services utilize the same rotaries but connect to different networks. Unlike Internet dial services, Intranet dial services do not connect the ordering activity to the World Wide Web but instead, connects them to a physically separate network, owned and operated by Sprint, exclusively for corporate/ordering activity use. Access to either network depends on the ID and password provided during the call setup. Internet and Intranet access require different IDs/passwords. Internet IDs cannot access the Intranet and vice versa.

B. **Client Software.** Sprint’s Web Enabling Software package includes a browser (Netscape Communicator or Microsoft Internet Explorer) and a number finder/dialer program (Sprint IP Client Software or dialer). This software enables Sprint’s medium-large ordering activity IP-Dial customers to access and browse Internet as well as providing support for Electronic Mail, Newsgroups, basic Web Authoring, and Collaboration.
Sprint provides this Client software package (Dialer along with a technical Help Desk) free of charge as a value-added service to make Sprint IP Dial access service easy, quick, efficient, and pleasant to use. Sprint’s existing IP Dial customers can download the dialer software from an Internet web site, or they can have the software delivered to them via standard mail delivery.

(1) **Dialer Software.** The Sprint Dialer software is a simple java based client software application that helps the end-user locate access numbers. Clicking on a number chosen from the search criteria automatically dials the number. With a click of the **UPDATE** button, an end user can download the latest list of phone numbers and any software updates from Sprint’s Internet Web site. Features of the Dialer/Number Finder Software are listed below:

- Works with Windows95, Windows98 or WindowsNT version 4
- Search capability to find a local number - easy when on the road.
- Update capability to keep the phone numbers current.
- Retains most recently dialed numbers – helpful if you frequently call the same phone numbers.
- Browser option for ordering activity customers who need to become web enabled (Microsoft Internet Explorer, Version 4.0 or Netscape Communicator Version 4.0.).

(2) **Help Desk.** A first level help desk is set up to handle questions on the use or installation of the Sprint-provided software. The help desk provides support for problems with configuration and use of the dialer software.

C. **Dial-Up Access Types**

(1) **Definitions.** The below definitions are used in describing IP Dial Services.

   (a) **Point-to-Point Protocol (“PPP”).** PPP, a serial protocol that connects a computer to a network over a serial line, includes error detection, data compression, and multi-protocol support (IP, IPX, Appletalk, etc.). When a system is connected to Sprint’s IP network, a computer can send and receive IP packets just as if it were directly connected to the network. This means that any software on the computer that uses the TCP/IP protocol (such as FTP, World Wide Web, etc.) will work properly.

   (b) **Dynamic Address.** Dynamic addressing means you get a different IP address each time you dial in. All Sprint rotaries support dynamic addressing.

   (c) **Fixed Address.** Fixed addressing means you have the same IP address every time you dial in, which offers certain security advantages. Fixed addresses are supported on a unique toll-free rotary.

(2) **Toll Free and Local Access.** Sprint provides local dial access in more than 300 major cities across the United States. Toll-free access is provided from anywhere in the U.S., including Alaska and Hawaii, and is also available from Canada. And the number of cities continues to expand.
(a) **Toll-Free Access.** All toll-free rotaries have similar topologies. The toll-free number’s network access servers are located in two cities in the United States for redundancy and fault tolerance. And the associated modems, terminal servers, and hub routers are monitored 24 hours-a-day, 7 days-a-week by the IP Dial Service Center. The T1 connections from the hub routers are provisioned on Sprint’s fiber-optic Clearline network which is designed with a loop topology allowing Sprint to reroute services around any breaks or failures within the network.

(b) **Local Native IP Dial Access.** Rotaries are located at Sprint sites in several hundred cities across the United States.

(3) **Access Types.** Sprint offers the following 4 types of Local and Toll-Free dial-up access:

(a) **Local Dial, Analog w/PPP and Dynamic IP Address Assignment.** Sprint offers analog dial access up to 56 Kbps and ISDN 64K using PPP. Local dial phone numbers are available in several hundred cities throughout the United States. IP addresses are assigned dynamically.

(b) **Local Dial Access into X.25 Network, Analog and Dynamic IP Address Assignment.** Analog dial access via the SprintNet X.25 rotaries located in over 500 cities domestically and over 400 cities internationally. The SprintNet X.25 network uses routers as gateways to connect the SprintNet network to the Sprint IP network.

(c) **Toll-free Dial, Analog w/PPP and Dynamic IP Address Assignment.** Analog dial access up to 56 Kbps using PPP. For users where a local phone number is not available, access is available using a toll-free number. IP addresses are assigned dynamically.

(d) **Toll-free Dial, Analog w/PPP and Fixed Addressing.** Using a separate, unique toll-free number, Sprint offers analog PPP dial access up to 56 Kbps. IP addresses are fixed.

(4) **Authentication.** Sprint supports both PAP (Password Authentication Protocol) and CHAP (Challenge-Handshake Authentication Protocol) authentication.

(5) **Administrators.** The ordering activity will have the capability to perform the administrative functions for it’s end-user base, free of Sprint involvement. The ordering activity may designate one or more persons to add, delete, and/or modify end-user IDs; reset end-user ID passwords; and perform any other required user administration functions.

(a) **Ordering activity Administrator.** The ordering activity Administrator can access the administration tool (Internet Administration Framework) through a dial-up connection. The administration tool is accessed using a web browser and appears as a web page on Sprint’s Intranet network. The security within the administration tool requires a separate Administrative
User ID and password from the network dial-up user ID to access the server. Administrators are provided the separate ID and password during the fulfillment process. Sprint’s fulfillment process provides the Administrator with the appropriate user IDs and passwords, a list of valid browsers, and an Administrator manual to assist in various administrator functions. Administrator Software requirements are described in the Internet Use Guide.

(b) Administrator Help Desk Support. Sprint provides the Sprint Administrator Help Desk as a resource for the ordering activity Administrator. The Help Desk will assist Administrators in the installation and configuration of their browser software, walk them through their first access to the administration tool, and answer any other questions about server access or functionality. The Administrator Help Desk can also reset Administrative User ID passwords if they are lost or security is compromised at your location. The Sprint Administrator Help Desk works only with ordering activity Administrators designated on the Administrative User ID order.

(c) Authentication Servers. The ordering activity will use Sprint Authentication servers to perform administrative functions for their base of end-users. Sprint’s Dial IP service has two Master Authentication servers, both residing in secure Sprint facilities. The data center provides redundant power supply and network connectivity to ensure high availability. A secondary fail-over authentication server also resides in the secure data center for complete and instantaneous data availability to the secondary server in the event of primary failure. A tertiary authentication server is maintained at a separate location and provides disaster recovery capability.

3.3 Value-Added IP Services

A. Domain Name and IP Address Registration Service. The ordering activity will require a unique domain name, and IP addresses for all computer hosts in order to use the Internet. Without a unique identifier, the Internet’s routers do not know how to get messages to the appropriate machines. The InterNIC and ARIN are the organizations that register and monitor Domain Names and IP addresses for Internet users.

(1) Domain Name. The ordering activity may register for a Domain Name directly with InterNIC.

(2) IP Address. For a device to communicate through a TCP/IP network, locally or remotely, it must have a unique identifier, or IP address. The ordering activity will obtain its Class C IP addresses from Sprint’s Classless Inter-Domain Routing (CIDR) block of IP addresses assigned to Sprint by ARIN. Sprint manages its CIDR block in accordance with Internet Activities Board (IAB) policy, allocating IP addresses to meet customer needs. CIDR standards allow routers to group routes and speed the communication process. In accordance with ARIN policy, Sprint requires that 80% of each customer’s address space be utilized immediately. This policy improves efficient use of IP addresses. Sprint IP addresses are not portable, meaning Sprint retains all
IP addresses issued to its customers. If a customer chooses to terminate service with Sprint, its Sprint-assigned address will be returned to Sprint’s CIDR block. But Sprint allows customers who are able to retain IP addresses assigned by other providers to use those addresses with Sprint’s dedicated IP service.

(3) **Domain Name System (DNS) Service.** Domain Name System (DNS) looks up customers’ mnemonic names (i.e., www.sprint.com) and finds the associated numerical IP addresses – a mandatory step within the Internet’s addressing system. Sprint provides redundant DNS services, called “Primary DNS” and “Secondary DNS.” Redundant services avoid a single point-of-failure. Sprint operates multiple, geographically dispersed name servers to ensure uninterrupted Domain Name service. Sprint provides Primary DNS at no charge for up to 5 second-level domains. Primary DNS can be provided for additional second-level domains for a fee. Primary DNS is available to non-ISP customers only. Sprint provides Secondary DNS for up to 50 zones.

B. **Network News Feed.** Network News (a/k/a Usenet News), the Internet’s version of a public bulletin board, is organized into a hierarchy of over 15,000 news groups that discuss all facets of science, technology, politics, religion, life and other areas. Bulletin boards’ names begin with abbreviations, such as “alt” for alternative, “comp” for computer science, and “rec” for recreation. Sprint provides full or partial news feeds to Sprint Dedicated Internet customers. Full news feeds currently exceed 10 gigabytes per day. To successfully receive a full news feed, Sprint recommends that customers purchase 1.544 Mbps service or higher and install terminal equipment with sufficiently advanced processor, memory and disk resources.

C. **CHARGES FOR SERVICES**

1. **Pricing Components for Domestic Sprint IP Services.** The following is a description of some of pricing components for Sprint’s IP Services that may apply based on the ordering activity’s Order.

1.1 **Dial Access Charges.** Sprint will charge the ordering activity a fixed charge per remote user per hour for either local or toll free dial access. The hourly rates cover access at any time from any available city. Dial access charges do not include local telephone message and toll charges.

1.2 **Sprint IP Dedicated Port Charges.** Sprint will charge the ordering activity a one-time installation charge and monthly recurring charges per Sprint IP Dedicated port.

1.3 **User ID Charges.** Sprint will charge the ordering activity a monthly charge per user ID for assignment and administration of the ordering activity-managed user IDs with fixed addressing or Sprint-managed user IDs. Sprint may charge the ordering activity a monthly charge per user ID for ordering activity-managed user IDs with dynamic addressing subject to the ordering activity’s specific pricing structure.

1.4 **Excluded Charges.** Unless specifically stated, the charges described herein exclude taxes, interest, surcharges, access line charges, access facilities charges, other charges associated with access, fixed recurring charges, feature charges, operator services
charges, directory assistance charges, installation charges, account charges, set up fees, report charges, and other non-recurring charges.

2. Domestic IP Dedicated Port Pricing.

2.1 Domestic Port Charges. Sprint will charge the ordering activity the applicable fixed monthly recurring charge ("MRC") and one-time installation charge from the table below for each Domestic Sprint IP Dedicated port installed during the Order Term. Ports of 45 Mbps and above require a minimum Order term of at least 1-year. The MRC does not include charges for Local Access Facilities, CPE, and other charges described in the Standard Provisions of this Agreement. Local Access Facilities may be either Ordering activity provided or Sprint provided. Charges for Local Access Facilities are as set forth in Sprint FCC Tariff No. 8. Domestic is defined as the 48 contiguous United States and the District of Columbia.

<table>
<thead>
<tr>
<th>Port Speed</th>
<th>MRC</th>
<th>Installation</th>
</tr>
</thead>
<tbody>
<tr>
<td>56 Kbps</td>
<td>$413</td>
<td>$750</td>
</tr>
<tr>
<td>128 Kbps</td>
<td>$652</td>
<td>$1,000</td>
</tr>
<tr>
<td>256 Kbps</td>
<td>$773</td>
<td>$1,000</td>
</tr>
<tr>
<td>384 Kbps</td>
<td>$833</td>
<td>$1,000</td>
</tr>
<tr>
<td>512 Kbps</td>
<td>$890</td>
<td>$1,000</td>
</tr>
<tr>
<td>640 Kbps</td>
<td>$947</td>
<td>$1,000</td>
</tr>
<tr>
<td>768 Kbps</td>
<td>$1,004</td>
<td>$1,000</td>
</tr>
<tr>
<td>T1 (1.5Mbps)</td>
<td>$1,076</td>
<td>$1,000</td>
</tr>
<tr>
<td>3M - Mmb</td>
<td>$2,152</td>
<td>$2,000</td>
</tr>
<tr>
<td>4.5M - Mmb</td>
<td>$3,227</td>
<td>$2,000</td>
</tr>
<tr>
<td>6M - Mmb</td>
<td>$4,303</td>
<td>$2,000</td>
</tr>
<tr>
<td>7.5M - Mmb</td>
<td>$5,379</td>
<td>$2,000</td>
</tr>
<tr>
<td>9M - Mmb</td>
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<td>$2,000</td>
</tr>
<tr>
<td>6M - FDS3</td>
<td>$5,091</td>
<td>$6,000</td>
</tr>
<tr>
<td>9M - FDS3</td>
<td>$5,659</td>
<td>$6,000</td>
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<td>12M - FDS3</td>
<td>$6,500</td>
<td>$6,000</td>
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<td>15M - FDS3</td>
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<td>$12,727</td>
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<tr>
<td>31M - FDS3</td>
<td>$14,091</td>
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</tr>
<tr>
<td>34M - FDS3</td>
<td>$15,455</td>
<td>$6,000</td>
</tr>
<tr>
<td>DS3 (45Mbps)</td>
<td>$20,455</td>
<td>$6,000</td>
</tr>
<tr>
<td>OC3 IP</td>
<td>$67,512</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

2.2 Installation Credit. The ordering activity may request in writing, a credit equal to 50% of the applicable one-time installation charge for all Ports that have been installed under this Agreement for at least 12 continuous billing months. If a Port has been installed for 24 continuous billing months, the Ordering activity may request, in writing, an additional credit equal to the remaining 50% of the installation charge for that Port.

3.1 **IP Dial Access Charges.** Sprint will charge the ordering activity the applicable fixed hourly charge, from the table below, per remote user per hour for either local or toll free dial access.

<table>
<thead>
<tr>
<th>Access Type</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Internet Access</td>
<td>$0.66</td>
</tr>
<tr>
<td>Local Intranet Access</td>
<td>$0.82</td>
</tr>
<tr>
<td>Internet/Intranet Toll Free</td>
<td>$5.05</td>
</tr>
</tbody>
</table>

3.2 **IP Dial ID Charge.** Sprint will charge the ordering activity the applicable fixed MRC from the table below for each Domestic Sprint IP Dial ID ordered by the Ordering activity during the Order term.

<table>
<thead>
<tr>
<th>Sprint IP Dial ID</th>
<th>Addressing</th>
<th>MRC Per ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ordering activity- managed</td>
<td>Dynamic</td>
<td>$0</td>
</tr>
<tr>
<td>Ordering activity- managed</td>
<td>Fixed</td>
<td>$10</td>
</tr>
</tbody>
</table>

3.3 **Customer-Managed IDs.**

(a) The Ordering activity will assign 1 Domestic ordering activity-managed Sprint IP Dial ID with dynamic addressing to each individual using Sprint IP Dial Service. Sprint will periodically review the ordering activity’s Sprint IP Dial account to validate the number of Domestic ordering activity-managed Sprint IP Dial IDs with dynamic addressing assigned to the ordering activity. Sprint may disconnect simultaneous users with the same Domestic ordering activity-managed Sprint IP Dial ID with dynamic addressing.

(b) Sprint may enable a 15 minute inactivity disconnect timer to disconnect Sprint IP Dial sessions that are idle for 15 minutes or longer.

3.4 **Value Added Services**

(a) **Domain Name and IP Registration Services.** Any ordering activity customer purchasing a Sprint IP Dedicated Port (any speed, flat rate) may receive free primary domain name service for up to 5 second-level domain names.

(b) **Network News Feed.** Any ordering activity customer purchasing a Sprint IP Dedicated Port may request 1 Internet News Feed Free of charge. This service is restricted to certain bandwidth and server requirements.

4. **Domestic Dedicated Burstable IP Port Charges.**

4.1. **Burstable Port Service Description.** Sprint’s Burstable IP pricing offers a dynamic, usage-based solution for customers with fluctuating, or bursty, bandwidth requirements. With the ability to burst up to full port capacity on demand, Burstable Service assures bandwidth availability at all times without requiring the customer to
pay full port prices. Burstable Services gives the Ordering activity access to the entire port capacity while paying only for a sustained usage pattern.

Burstable Service is best suited to customers:
- looking for usage-sensitive pricing
- with bandwidth requirements that fluctuate from month to month
- who expect to increase their bandwidth requirements rapidly over the next 6 to 12 months
- who are larger, content-heavy customers

(1) **Utilization Calculation.** Sprint will determine the ordering activity’s port utilization and charges at the end of each month. Port utilization is calculated as follows:

(a) All ingress and egress traffic will be measured separately in 5-minute intervals (“Measurement Values”).

(b) The ingress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.

(c) The egress Measurement Values for the billing period will be ranked from highest to lowest, and the top 5% of the Measurement Values will be discarded.

(d) The next highest Measurement Value (the higher of the ingress or egress), after discarding the top 5% will be the 95\textsuperscript{th} percentile port utilization.

(e) The 95\textsuperscript{th} percentile utilization value will be used to determine the monthly charge from the applicable pricing table in subsection 2.2.C. below. Monthly charges will be determined solely by Sprint’s utilization data.

(2) **Example:** If a Burstable DS3 port has a port utilization of 12.41Mbps in a particular month, the customer will be billed the monthly amount associated with the bandwidth range in which the port utilization falls. In this example, it falls within the range of 12.01–13.50 Mbps with a resulting charge of $9,138.48 for that month.

<table>
<thead>
<tr>
<th>Port Speed (Mbps)</th>
<th>Percentage Tiers</th>
<th>Monthly Port Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 9.00</td>
<td>0% - 20.12%</td>
<td>$7,786.34</td>
</tr>
<tr>
<td>9.01 - 10.50</td>
<td>20.13% - 23.47%</td>
<td>$8,165.09</td>
</tr>
<tr>
<td>10.51 - 12.00</td>
<td>23.48% - 26.82%</td>
<td>$8,759.73</td>
</tr>
<tr>
<td>12.01 - 13.50</td>
<td>26.83% - 30.18%</td>
<td>$9,138.48</td>
</tr>
<tr>
<td>13.51 - 15.00</td>
<td>30.19% - 33.53%</td>
<td>$9,845.99</td>
</tr>
</tbody>
</table>
B. Service Availability. Burstable service is offered as a standard billing option for new and existing Sprint dedicated Internet and Intranet customers. The Ordering activity will be able to select its bandwidth ceiling through its port bandwidth selection. The bandwidth ceiling options are 1.5Mbps (DS1), 45Mbps (DS3), 155Mbps (OC-3), for Internet. Ceiling options for Intranet are 1.5Mbps (DS1) and 45Mbps (DS3).

C. Burstable Service Pricing Tables.

(1) Burstable DS1 installation: $1,000

<table>
<thead>
<tr>
<th>Port Speed (Kbps)</th>
<th>Percentage Tiers</th>
<th>Monthly Port Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 256</td>
<td>0% - 16.67%</td>
<td>$992.33</td>
</tr>
<tr>
<td>256.01 - 384</td>
<td>16.68% - 25.00%</td>
<td>$1,071.11</td>
</tr>
<tr>
<td>384.1 - 512</td>
<td>25.01% - 33.33%</td>
<td>$1,144.58</td>
</tr>
<tr>
<td>512.01 - 1536</td>
<td>33.34% - 100%</td>
<td>$1,341.53</td>
</tr>
</tbody>
</table>

(2) Burstable DS3 installation: $6,000

<table>
<thead>
<tr>
<th>Port Speed (Mbps)</th>
<th>Percentage Tiers</th>
<th>Monthly Port Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 9.00</td>
<td>0% - 20.12%</td>
<td>$7,786.34</td>
</tr>
<tr>
<td>9.01 - 10.50</td>
<td>20.13% - 23.47%</td>
<td>$8,165.09</td>
</tr>
<tr>
<td>10.51 - 12.00</td>
<td>23.48% - 26.82%</td>
<td>$8,759.73</td>
</tr>
<tr>
<td>12.01 - 13.50</td>
<td>26.83% - 30.18%</td>
<td>$9,138.48</td>
</tr>
<tr>
<td>13.51 - 15.00</td>
<td>30.19% - 33.53%</td>
<td>$9,845.99</td>
</tr>
<tr>
<td>15.01 - 16.50</td>
<td>33.54% - 36.88%</td>
<td>$10,224.74</td>
</tr>
<tr>
<td>16.51 - 18.00</td>
<td>36.89% - 40.24%</td>
<td>$11,091.32</td>
</tr>
<tr>
<td>18.01 - 19.50</td>
<td>40.25% - 43.59%</td>
<td>$11,470.07</td>
</tr>
<tr>
<td>19.51 - 21.00</td>
<td>43.60% - 46.66%</td>
<td>$12,035.93</td>
</tr>
<tr>
<td>21.01 - 45.00</td>
<td>46.67% - 100%</td>
<td>$23,482.50</td>
</tr>
</tbody>
</table>
### (3) Burstable OC3 Installation: $6,000

<table>
<thead>
<tr>
<th>Port Speed (Mbps)</th>
<th>Percentage Tiers</th>
<th>Monthly Port Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00.00 - 45.00</td>
<td>0% - 28.94%</td>
<td>$27,945.70</td>
</tr>
<tr>
<td>45.01 - 55.00</td>
<td>28.95% - 35.48%</td>
<td>$32,595.98</td>
</tr>
<tr>
<td>55.01 - 65.00</td>
<td>35.49% - 41.94%</td>
<td>$37,292.48</td>
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<tr>
<td>65.01 - 75.00</td>
<td>41.95% - 48.39%</td>
<td>$41,988.23</td>
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<td>75.01 - 85.00</td>
<td>48.40% - 54.48%</td>
<td>$51,229.73</td>
</tr>
<tr>
<td>85.01 - 100.00</td>
<td>54.49% - 64.52%</td>
<td>$53,705.99</td>
</tr>
<tr>
<td>100.01 - 125.00</td>
<td>64.53% - 80.07%</td>
<td>$65,423.76</td>
</tr>
<tr>
<td>125.01 - 155.00</td>
<td>80.08% - 100%</td>
<td>$79,467.05</td>
</tr>
</tbody>
</table>

### (4) Burstable 100mb Fast Ethernet Installation: $6,000

<table>
<thead>
<tr>
<th>Port Speed (Mbps)</th>
<th>Percentage Tiers</th>
<th>Monthly Port Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>00.00 - 20.00</td>
<td>0% - 20%</td>
<td>$15,521.93</td>
</tr>
<tr>
<td>20.01 - 25.00</td>
<td>20.00% - 25.00%</td>
<td>$18,558.75</td>
</tr>
<tr>
<td>25.01 - 30.00</td>
<td>25.01% - 30.00%</td>
<td>$21,257.72</td>
</tr>
<tr>
<td>30.01 - 35.00</td>
<td>30.01% - 35.00%</td>
<td>$23,620.37</td>
</tr>
<tr>
<td>35.01 - 40.00</td>
<td>35.01% - 40.00%</td>
<td>$25,644.41</td>
</tr>
<tr>
<td>40.01 - 45.00</td>
<td>40.01% - 45.00%</td>
<td>$27,331.36</td>
</tr>
<tr>
<td>45.01 - 50.00</td>
<td>45.01% - 50.00%</td>
<td>$29,525.08</td>
</tr>
<tr>
<td>50.01 - 60.00</td>
<td>50.01% - 60.00%</td>
<td>$32,392.97</td>
</tr>
<tr>
<td>60.01 - 70.00</td>
<td>60.01% - 70.00%</td>
<td>$35,429.79</td>
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<tr>
<td>70.01 - 80.00</td>
<td>70.01% - 80.00%</td>
<td>$37,791.68</td>
</tr>
<tr>
<td>80.01 - 90.00</td>
<td>80.01% - 90.00%</td>
<td>$39,479.39</td>
</tr>
<tr>
<td>90.01 - 100</td>
<td>90.01% - 100.00%</td>
<td>$40,491.41</td>
</tr>
</tbody>
</table>
SERVICE DESCRIPTION AND ADDITIONAL TERMS AND CONDITIONS
APPLICABLE TO RPOST SERVICES

A. ADDITIONAL TERMS AND CONDITIONS FOR RPOST (R)EGISTERED E-MAIL\textsuperscript{SM} SERVICES

1. Definitions. Capitalized terms used in this Agreement without definition will have the meanings set forth below:

- **Ordering Activity** - Any entity authorized to purchase from a GSA Federal Supply Schedule that purchases Registered e-Mail services

- **End-User** - any individual authorized by the ordering activity to send Registered e-Mail pursuant to this Agreement

- **Global Network** - access to the global registered e-mail infrastructure and network

- **National Mail Server** - the servers owned and operated by RPost and equipped to provide the Service

- **(O)fficial Registered e-Mail** - an enterprise offering of (R)egistered e-Mail for ordering activity use, with enhancements for ordering activities to private label with their seal and to manage transmission of the correspondence in a method that supports Freedom of Information Act disclosure-exemption functionality as appropriate

- **(R) Enabler Software** - proprietary software owned by RPost to enable the Ordering activity to access the Service. Triggers can be (R), (O) or other trigger letters

- **Registered E-Mail** - Registered e-Mail that is developed and powered by RPost. Registered e-Mail(SM), (R)egistered e-Mail(SM) and (R) (SM) are service marks owned by RPost

- **RPost** - RPost Inc., supplier of Registered e-Mail services and or its parents and subsidiaries

- **Sender** - any End-User who sends Registered e-Mail

- **Service** - the Service powered by RPost technology that tracks the delivery of e-mail and provides a return receipt to the sender of e-mail with a time/date seal

- **Supplier** - RPost Inc.

2. Services Implementation. Ordering activity is granted a non-exclusive limited sublicense to use RPost (R)Enabler Software, enabling the ordering activity and/or End-Users to send (O)fficial Registered e-Mail by routing their outbound
Registered e-Mail through National Mail Servers and the Global Network for registered e-mail.


3.1 Proprietary Rights. The ordering activity hereby agrees and acknowledges that Supplier, RPost Inc. ("RPost"), is the sole and exclusive owner of RPost technology, processes and services (including the (R) Enabler Software), and all RPost copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights used in connection with the Service. The ordering activity agrees and acknowledges that all Registered e-Mail Sponsors are the sole and exclusive owners of their copyrights, trademarks, and service marks used in connection with the Service. The ordering activity shall not reverse engineer, copy, modify, distribute, or transfer to any third party any of the (R) Enabler Software or related products. The ordering activity also shall not distribute or provide access to the Service to any third party, except as provided by this Agreement.

3.2 Return of Software. The ordering activity must return the (R) Enabler Software to Supplier upon the termination or expiration of this Agreement, whichever is earlier.

4. Privacy

4.1 Collection and Use of the Ordering activity Information.

(a) Supplier collects the following information when End-Users use the Services: sender name, sender e-mail address, date and time that the Registered e-Mail was sent, to whom the e-mail was addressed, the size of the e-mail file, the size of any attachment, the Internet Service Provider, and information listed within the parenthesis on the subject field of the Registered e-Mail. This information will be used to respond to your concerns/inquiries regarding mail services or other issues relating to the Supplier.

(b) Supplier may disclose this information to an appropriate domestic ordering activity for law enforcement purposes, but only upon formal request therefor specifying the applicable laws or regulations requiring disclosure. If a supplier is requested or required (by laws or regulations, interrogatories, formal requests for information or documents, subpoena civil investigative demand or other process) to disclose Confidential Information to a legal, regulatory or governmental authority, the company will so advise the senders’ ordering activity.

4.2 Access to Contents of Registered E-Mail. The ordering activity understands and agrees that Supplier will have access to the content of Registered e-Mail, during processing, only in the event that such access is required (i) to repair a National Mail Server or otherwise ensure the smooth operation of the Service; (ii) to investigate or prevent the abuse of the Service; or (iii) as
required by law. Such contents are Confidential Information of the ordering activity to the extent permitted by applicable law.

5. Service Contract

5.1 Failure to Provide Service. The ordering activity will be notified if their Registered e-Mail is undeliverable or if the Service is unavailable. THE ORDERING ACTIVITY’S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE TO PROVIDE THE SERVICE IS THAT SUPPLIER WILL RE-PERFORM THE APPLICABLE SERVICE. SUPPLIER HAS NO OTHER RESPONSIBILITY OR LIABILITY FOR ANY SUCH OUTAGE OR ANY FAILURE TO DELIVER AN E-MAIL.

5.2 Disclaimer Of Service Contract. Supplier does not control the ordering activity’s desktop computer hardware, software and network services provided by the ordering activity to allow access to the Service. The computer desktop and network performance and/or nonperformance can impair or disrupt the ordering activity’s connections to e-mail, the Internet, or portions thereof, and the transmission of data. Accordingly, Supplier disclaims any and all liability resulting from or relating to such events.

6. Indemnification. To the extent permitted by applicable federal law, the ordering activity shall indemnify and hold Supplier harmless against any claims, losses, liabilities, damages and expenses (including reasonable attorneys’ fees) arising out of or connected with data or content in the ordering activity’s systems or Web site or in the ordering activity’s or End-User’s e-mail or otherwise used or transmitted by the ordering activity or End-User, or arising out of or connected with the ordering activity’s business activities.

7. Limitation Of Liability; Limitation Of Remedy

7.1 Limitation of Damages. In no event shall Supplier be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with this agreement, the service or any software applications, even if Supplier has been advised of the possibility of such damages. In no event will Supplier have liability for any amount in excess of the amounts paid by the ordering activity under this agreement.

7.2 The Ordering Activity Content. In no event shall Supplier be responsible or liable with respect to any inaccuracy, illegality, misinformation or any violation of a third party right or interest associated with or directly or indirectly arising out of the ordering activity’s content.

8. The Ordering activity Equipment. Supplier assumes no liability for damage to, or loss of, any ordering activity equipment resulting from any cause other than the gross negligence or willful misconduct of Supplier. To the extent Supplier is liable for any damage to, or loss of, the ordering activity equipment for any reason,
such liability will be limited solely to the then current replacement value of the ordering activity equipment, excluding lost data or software.
B. (R)EGISTERED E-MAIL™ SERVICE DESCRIPTION

1. Service Overview. (R)egistered e-Mail, a unique technology, reduces business risk by increasing accountability for important electronic communications. It offers similar protection for electronic messages that registering a letter gives to regular mail. When you send a (R)egistered e-Mail, you receive an e-mail Delivery Receipt that proves exactly when you sent your message and when it was delivered to the person you sent it to. It provides an indisputable permanent electronic record of the time the message was sent, time received by the recipient, what was said, and what was attached. It provides ultimate proof of their original e-mail. The RPost system does not require recipient interaction and does not store any e-mail.

2. Service Highlights.

- **More Useful Proof Of Receipt Than Certified Or Registered Mail**: it is instantaneous, does not require the physical presence of a human at the time of receipt, actively solicits and records the acceptance dialog from the receiver, and often provides proof, not only of receipt by the receiver, but also that the e-mail has been opened for reading.

- **Quick to Install**. Can be installed for an entire organization in minutes. The service requires no extra desktop software and no extra hardware.

- **Simple to Use**. Once enabled the sender need only type an (R) in the beginning of the subject line to send an e-mail registered. The receiver is aware that the e-mail was registered, but is not required to respond in any way – no click-throughs, no downloads, no extra software required, no need to be on-line or website access.

- **(O)fficial Registered e-Mail™** An enterprise offering of (R)egistered e-Mail for ordering activity use. Provides enhancements for ordering activities to private label with their seal and to add For Official Use Only Freedom of Information Act disclosure-exemption functionality as appropriate.

3. (R)egistered e-Mail Services.

3.1 Accountability. Using (R)egistered e-Mail reduces business risk by increasing accountability for important electronic communications.

Accountability = (Sender has Verifiable Proof) + (Receiver is Aware Sender has Proof).

- **A. The sender has verifiable proof**. RPost allows the e-mail sender to prove *what* was sent, *when* it was sent, *whether* it was delivered, and *when* it was delivered and *accepted*. This proof is in the form of an electronic receipt, which is returned to the sender and can be authenticated at any time.

- **B. The receiver is aware the sender has proof**. Immediately upon receipt of a (R)egistered e-Mail, the receiver is alerted in the inbox that the e-mail has been registered, and once again when they open the e-mail. The receiver is notified but not required to respond in any special way.
C. The combination of actual proof and awareness of this indisputable record of the e-mail and transmission creates accountability. It minimizes denial of e-mail receipt, minimizes shirking of responsibility, quickly resolves disputes, and lets managers better understand what information has actually been transmitted, to whom, and when. Below is a snapshot of how (R)egistered e-Mail works.

3.2 Uniqueness of Technology

A. (R)egistered e-Mail is virtually the only system that can confirm delivery to any and all Internet mail servers without requesting a response from the recipient. As many e-mail specialists know, large portions of the mail servers in cyber world do not follow the Extended SMTP mail
protocol. This means is that many of the mail servers speak "different
dialects of e-mail language". And e-mail software tools such as Outlook,
Eudora and the others, as well as services such as AOL, Hotmail, and
Yahoo Mail that provide delivery confirmation receipts, incorrectly
inform the sender of the delivery status of their e-mail - false delivery
confirmations and false rejections.

B. By contrast, RPost provides third party proof that a message was sent and
delivered to the recipient’s mail server, whether or not the receiving mail
server conforms to the Extended SMTP mail protocol. Thus, RPost is
the only system that can confirm delivery to any and all Internet mail
servers without requesting a response from the recipient. RPost does this
seamlessly, without plug-ins or additional software for the sender, and
without requiring any response from the receiver of the e-mail.

3.3 Registered e-Mail Technology.

A. Authentication/ Proof of Delivery RPost provides proof of e-mail
delivery in the form of a receipt that is returned to the sender of a
Registered e-Mail. It is important that the sender can authenticate this
receipt and prove that it is a genuine and unaltered product of the
registration system at any time during the life of the receipt.
Accordingly, RPost receipts have been created as digitally signed and
tamper proof documents. These Delivery Receipts hold an extensive
amount of information including:

- Information about Registered e-Mail and the verification process
- Body text, subject, sender, and recipients of original e-mail
- Time the e-mail reached the National Mail Servers™ for processing
- Delivery status for each recipient with delivery time-seal tied to U.S.
  Atomic Clock
- Private digital signature, for verifying authenticity at any time in the
  future
- Authentication fingerprints, original message, and each attachment
  with its digital fingerprint
- Audit of Internet delivery history and recording of the dialog with
  recipient’s authorized electronic agent to collect their e-mail
- Attached and embedded encrypted copy of original e-mail, ready for
  authentication

Together, this information proves delivery, authenticates the message
contents, increases accountability for the sender, proves time sent, and
proves that the message was delivered. The Delivery Receipt is returned
to the sender’s inbox so that it can easily be authenticated at any time in
the life of the electronic receipt.

B. Facilitates Dispute Resolution. In the event of a delivery status, message
content or attachment content dispute of a Registered e-Mail, the sender is
able to forward a copy of the Delivery Receipt of the e-mail in question to
the contesting party. If the dispute continues, the receipt can be forwarded
in electronic form to the National Mail Server™ for receipt authentication,
by forwarding it to verify@rpost.net. The National Mail Server™ holds the
key to regenerate a digital fingerprint for the Delivery Receipt and match it with the one embedded and encrypted within the receipt. After comparing fingerprints, a Receipt Authentication will be sent stating that the Receipt is either valid or invalid. If valid, the encrypted, original pre-authenticated e-mail embedded on the Delivery Receipt is decrypted and sent back to the person who requested the authentication. As long as the Delivery Receipt is kept in the digital format, the sender can verify the (R)egistered e-Mail at anytime and as many times as necessary.

C. **Low Cost Alternative to PKI.** (R)egistered e-Mail is a simple, low cost alternative to PKI technology. Technically, RPost has chosen not to use conventional Public Key digital signatures. Conventional, public key digital signature technologies are unsuited to RPost’s purposes on two counts.

(1) Public Key signed documents are “fragile” in the sense that any change in the document voids the signature. This means that one cannot forward a digitally signed document without invalidating the signature. In some mail clients, even attaching the original e-mail message to another message can void the signature. But to serve their intended purpose, Delivery Receipts should be documents that can be passed through many hands without losing their integrity. Thus, in the event of some legal action, review, or question of the content of the e-mail, many copies of a receipt might have to be circulated to litigants, employers and other interested parties.

(2) Authenticating Public Key signed documents requires access to technology that is not universally available. Thus, a Public Key signed document received on a web based mail system like MSN Hotmail, or a terminal mail system like PINE, will appear only as a document with a meaningless attachment and NOT prove who the sender was or whether the e-mail has been altered.

(3) Therefore, as the Delivery Receipt is forwarded to the RPost National Mail Server™ (RPost secure infrastructure that processes the Nation’s Registered e-Mail) the digital signature on it is compared to the one that is instantly regenerated for verification. RPost receipts incorporate two forms of encryption algorithms: the SHA-1 hash and Triple DES algorithm. RPost has chosen these algorithms because their mathematical cogency is undisputed and recognized in law. RPost uses encryption components that are based on open cryptographic standards - the algorithms defined by these standards are the most widely used in the world today, and are counted among the strongest available in the commercial sector. They are tested for compliance with these standards by independent laboratories, and validated by both the United States and Canadian governments.

Triple DES utilizes a 168-bit key, and was developed by the U.S. Government to provide strong security for sensitive data.
1. ORDERS

Orders will be accepted for Sprint PCS services ("Services") and equipment via an ordering activity Purchase Order or credit card.

2. ACCEPTANCE

Once the wireless service has been activated for 48 hours, service and equipment will be considered to be accepted.

3. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device that conforms to the cellular services furnished by the Contractor.

4. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the items listed below:

The warranty shall commence upon the later of the following:

a) Activation of the user’s service
b) Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within ten (10) working days of notification of the defect. Warranty services shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible, but not later than ten (10) working days after notification.

5. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.
6. **TRAINING**

   The Contractor shall provide normal commercial operation training on the system.

7. **MONTHLY REPORTS**

   In accordance with commercial practices, the Contractor will furnish the ordering activity/user with a monthly invoice.

8. **TAXES AND REGULATORY RELATED CHARGES**

   The ordering activity must pay the Contractor for all applicable taxes and other charges levied on Services or Products by federal, state or local authorities or foreign governments or pursuant to those authorities’ and the ordering activity’s orders (“regulatory related charges”) if Contractor pays these taxes and regulatory related charges directly. Examples of regulatory related charges include, but are not limited to, charges for E911 and the Universal Service Fund.

9. **ADDITIONAL CHARGES**

   Additional charges may apply for roaming, directory assistance (411), international toll calls and call forwarding. In addition, the ordering activity will be charged the applicable per minute rate when minutes used within a given month exceed those provided as part of the ordering activity’s selected Service Plan.

10. **USE OF SERVICES AND EQUIPMENT AND AVAILABILITY**

    Services and equipment will not be used for any unlawful, fraudulent or abusive purpose. By requesting Services, the ordering activity agrees that it will not use Services and equipment in any unlawful, fraudulent or abusive manner. The ordering activity will not resell or lease Services or equipment to anyone. Services are available within the operating range of the Sprint Nationwide PCS Network. Coverage and quality of Services may be affected by conditions within or beyond Contractors control, including atmospheric, geographic, or topographic conditions. Contractor does not guarantee that there will be no interruptions or delays in Services. The ordering activity’s PCS equipment will not function with the services of any wireless provider other than Sprint.

11. **NUMBER**

    Contractor assigns a phone number ("Number") to the phone or other equipment used by the ordering activity on the Sprint Nationwide PCS Network. The ordering activity does not own the Number and may not modify the Number Contractor has programmed into any phone or other equipment, transfer or duplicate the Number to any phone or other equipment other than that authorized by Contractor, or transfer the Number to any other individual or entity. Contractor may change the Number without liability with prior notice.

12. **PAY-PER-CALL SERVICE**

    Contractor will not complete any calls from the ordering activity’s handset Number to 900, 976 and similar numbers for pay-per-call services.
13. VOICE COMMAND

PCS Voice Command is an optional service that allows the ordering activity to place calls by using speech recognition technology. Calls to 911 or similar emergency numbers cannot be placed through the Voice Command feature. Airtime and applicable long distance charges for a call completed from the ordering activity’s Number using the Voice Command feature begin when the ordering activity presses or activates the TALK or similar key(s) and ends when the ordering activity’s call is terminated by hitting the END key or by returning to the Voice Command platform. If the ordering activity initiates and completes another call without leaving the Voice Command platform, a separate charge for that call will begin from the time the previous call was terminated. Airtime and applicable long distance charges will be applied to the entire length of a completed call initiated from Voice Command. Using Directory Assistance to input names into the ordering activity’s Voice Command address book will incur additional charges. Details on charges for the Voice Command feature can be found in the marketing materials for this feature, by visiting www.sprintpcs.com or by calling PCS Customer Service Solutions.

14. ROAMING

Calls made outside of the ordering activity’s Home Service Area and off the Sprint Nationwide PCS Network are "roaming" calls. The PCS Phone is specifically designed and engineered to work only on the Sprint Nationwide PCS Network. It works on another CDMA PCS provider’s system only when a roaming agreement is in place between Contractor and the other providers. If the ordering activity’s PCS Phone is a dual-mode phone, it works on both a CDMA PCS provider’s system (in addition to the Sprint Nationwide PCS Network) and a wireless analog telecommunications provider’s system only when roaming agreements are in place between Contractor and the other providers. If Contractor does not have a roaming agreement in place, the ordering activity may be able to place roaming calls "manually" by using a valid credit card. If there is a gap or other interruption of coverage within a PCS coverage area that prevents connection with the Sprint Nationwide PCS Network and the ordering activity’s dual-band phone is set to roam automatically when outside PCS coverage, roaming fees may be incurred within a PCS coverage area. Certain features are not available when roaming. Roaming rates may be different from and higher than the rates the ordering activity pays for calls within its Sprint PCS Local Service Area and on the Sprint Nationwide PCS Network. When roaming, the ordering activity is subject to the limitation of liability provisions and other applicable rules imposed by the roaming service provider.

15. CALLER ID

To prevent people receiving a call from seeing the Number assigned to the ordering activity’s phone, the ordering activity must call PCS Customer Service Solutions for information about automatic Caller ID blocking. The Number assigned to each phone can be blocked on a per-call basis by dialing *67 + Destination Number + TALK (or similar key), but Caller ID delivery resumes on the next call the ordering activity makes. Caller ID display on incoming calls to the ordering activity’s Number depends on receiving the information from the calling party.

16. TTY ACCESS
A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. Due to the limitations of equipment and/or software of an answering ordering activity, a PCS TTY-capable phone, may not function effectively, or at all, when attempting 911 calls. Therefore, a TTY device should not be relied on for 911 calls.

17. LOST OR STOLEN EQUIPMENT

If a phone or other equipment is lost or stolen, the ordering activity must notify Contractor by calling PCS Customer Service Solutions at 877-788-4727. The ordering activity is responsible for all charges for Services provided to the Number for the lost or stolen equipment before Contractor is notified of the loss or theft. Contractor will deactivate Services to the Number upon notification of any loss or theft. The ordering activity may be required to provide evidence of the loss or theft (for example, a police report or sworn statement). If the equipment is later found, Contractor may require that the ordering activity exchange it for another phone or other equipment before Contractor reactivates Services to the Number if Services are reactivated, as well as require the ordering activity to pay a reactivation fee. Contractor will deactivate Services to any Number without prior notice to the ordering activity if Contractor suspects any unlawful or fraudulent use of the Number. The ordering activity agrees to cooperate reasonably with Contractor in investigating suspected unlawful or fraudulent use.

18. WIRELESS WEB AND VOICE SERVICES

Wireless Web Services are part of the Services available through Contractor. Wireless Web Services may not be immediately available in some PCS affiliate markets. Use of Wireless Web Services requires a wireless Internet-ready PCS Phone or certain other equipment (or both) and is subject to any memory, storage or other limitation in the phone or other equipment. The Caller ID blocking feature is not available when using Wireless Web Services. For data calls (including Wireless Web and Voice Portal calls) that are attempted, but not completed, the ordering activity will be charged for the time during which the network attempts to connect the call. The ordering activity user is charged for time spent connected to the Wireless Web or Voice Portal, including time spent browsing on the Internet or Voice Portal and reviewing or scrolling through Internet information on-line while still connected to the Sprint Nationwide PCS Network. Not all Internet sites can be accessed and the ordering activity user may receive an error message if a site cannot be accessed through Wireless Web Services. The ordering activity will also be charged for Wireless Web connections to review its PCS account information. Wireless Web Services and Voice Portal data calls may not be available when a ordering activity user is roaming off the Sprint Nationwide PCS Network. Contact your Sprint PCS account manager or visit www.sprintpcs.com for availability and equipment compatibility information. For specific additional information about Wireless Web Services and Voice Services, including pricing, included minutes and combining with other Service Plans, contact your Sprint PCS account manager or Sprint’s GSA Schedule Office at 800-535-4250. Contractor is not a publisher of third party content that can be accessed through Wireless Web Services or Voice Portal Services. Contractor is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through Wireless Web Services or Voice Portal Services. Neither Contractor nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the Wireless Web Services or Voice Portal Services. The ordering activity is responsible for evaluating such content.
19. TERMS AND CONDITIONS APPLICABLE TO SPRINT VISION (THIRD GENERATION) WIRELESS SERVICES

19.1 PCS Vision Wireless Charges
Charges for PCS Vision wireless services are on a per kilobyte basis, for data used, whether sent or received by an end user’s PCS Phone or other wireless device, rather than for airtime used, even for certain third generation voice services. As long as the ordering activity’s PCS Phone or other wireless device is connected to the enhanced (Third Generation) Sprint Nationwide PCS Network, it will be incurring data usage charges. Incoming calls cannot be received while using third generation services. Data packet usage will be measured in kilobytes and will be rounded up to the next whole kilobyte. Kilobyte usage will be rounded up to the next full cent. Rounding up will occur at the end of each separate session or each clock hour (at the top of each hour), if the session spans more than 1 clock hour. When traveling on the Vision network, a session may be ended and a new session initiated, although no interruption to the actual data session will occur. The number of data packets used and charged to the ordering activity will vary widely, depending upon the specific PCS Vision wireless application or other service the ordering activity uses and the amount of data used in the specific application or service. The ordering activity will be charged for data exchanges initiated by other Internet users as well as those it initiates. Estimates of data usage, for example, the size of downloadable files, will vary from what is actually used. The ordering activity will be charged for additional data used in transporting and routing on the network. If the ordering activity uses a Premium Service (including services provided by third parties but for which you are billed on your PCS Invoice), it will be charged for data used in transport and routing in addition to the charge for the Premium Service. The ordering activity will be charged for partial and interrupted data downloads or other use, including re-sent data, and for unsuccessful attempts to reach Web sites and use other applications and services, including those resulting from dropped network connections. The ordering activity’s invoice will not separately identify the number of kilobytes attributable to its use of specific sites, sessions or services used. For specific additional information about Wireless Web Services and Voice Services, including pricing, included minutes and combining with other Service Plans, contact your Sprint PCS account manager or Sprint’s GSA Schedule Office at 800-535-4250.

19.2 Other Terms Applicable to PCS Vision Wireless Usage
(a) Use of PCS Vision wireless Services requires the purchase of a separate third generation wireless compatible phone or other device and is subject to any software, memory, storage or other limitation in the phone or other equipment. Not all applications and services work, or work the same, on all third generation wireless phones and devices. Check the materials accompanying a phone or device to determine which applications and services it will support. PCS Vision wireless Services are not available when roaming off the Sprint Nationwide PCS Network. PCS Vision wireless Services may not be currently available in some affiliate areas.

(b) Sprint is not responsible for any opinions, advice, statements, services applications or other information provided by third parties and accessible through PCS Vision wireless services. Neither Sprint nor its vendors or licensors guarantees the accuracy, completeness or usefulness of information that is obtained through the PCS Vision wireless services. The ordering activity is
responsible for evaluating such content. Use of certain PCS Vision wireless services (ex: internet use), including some messaging services, may result in the disclosure to others of a user's email address and other information about that user in connection with its internet usage. Accessing of, or use of, third party sites or services accessible through PCS Vision wireless services may require the disclosure of information about the user, subject to the policies of those sites and services.

(c) Through its use of the internet, the ordering activity may be consenting to receive advertising, warnings, alerts and other messages, including broadcast messages.

(d) Access to PCS Vision wireless services is controlled by a password.
SPRINT COMMUNICATIONS COMPANY, L.P.
Services
Skill Category Descriptions

**Project Leader**

**Project Leader**
- 1-3 years experience successfully managing small to medium size distributed computing environment projects.
- Experience using project management tools.
- Experience using industry standard project management methodologies.
- Experience defining projects into four phase descriptions: Analyze, Design/Develop, Implement and Test/Customer Hand-over.
- Very good customer interaction skills.
- Very good supervisory and leadership skills.
- Very good communication and presentation skills.
- Very good documentation skills.
- Bachelors Degree in business/computer related field

**Senior Project Leader**
- 3-7 years experience successfully managing medium to large distributed computing environment projects.
- Significant experience using project management tools.
- Significant experience using industry standard project management methodologies.
- Significant experience defining projects into four phase descriptions: Analyze, Design/Develop, Implement and Test/Customer Hand-over.
- Excellent customer interaction skills, understands customer politics and interactions.
- Excellent supervisory and leadership skills.
- Excellent communication and presentation skills.
- Excellent documentation skills.
- Bachelors Degree in business/computer related field

**Desktop Technical Levels**

**Desktop Analyst**
- Experience on at least two operating systems.
- Experience with multiple versions of the operating systems they support.
- Experience in installing at least two different operating systems.
- Experience with multiple network interfaces on their primary platform (Ethernet, Token Ring, Appletalk).
- Broad knowledge of application types (Desktop publishing, graphics, spreadsheet, word processing).
- Knowledge of one host-based access program (X Window emulation, Terminal emulation, 3270).
- Knowledge of setup and tradeoffs of memory management schemes (EMM386, smartdrv, himem, VM, RamDoubler, etc.).
- Installation and configuration of virus scanning software.
- Knowledge of remote dialin configuration (ARA, PPP, etc.) for Mac, Windows, Windows95, or Windows NT.
• Experience troubleshooting operating system problems (Macintosh - INIT conflicts, Windows - Corrupt DLLs).
• Experience in creating network installs of major applications.
• Good phone support skills.
• Bachelors Degree in business/computer related field

Senior Desktop Analyst
• Interoperability issues across multiple platforms (Netware, NFS, TCP/IP).
• In depth knowledge of desktop networking issues and interfacing with UNIX and/or mainframes.
• Knowledge of Remote Access Services (RAS) for Windows NT.
• Support of multiple platforms.
• Standardization experience.
• Product selection experience.
• Training experience.
• Has written documentation or users guides.
• Experience in creating autoinstallers.
• Bachelors Degree in business/computer related field

NOS (NetWare & WIN/NT) Technical Levels

NOS Specialist
• Experience with NetWare or WIN/NT.
• Able to add and delete users.
• Able to setup and maintain print services.
• Able to perform backups.
• Has supported a small environment (<5 servers, <25 clients).
• Able to do server software installs.
• Bachelors Degree in business/computer related field

NOS Analyst
• Experience with NetWare and WIN/NT.
• Able to develop and implement backup/recovery strategies.
• Able to do performance tuning and server maintenance.
• Able to support specialized servers (printer, database, communication).
• Familiar with multi-protocol workstation configurations.
• Familiar with multiple protocols (TCP/IP, IPX/SPX, NetBEUI, Appletalk).
• Understand security and be able to set up security programs.
• Has supported medium to large installations (5-10 servers and 25-250 clients).
• Possess Certified Netware Administrator (CNA) certification or Certified Netware Engineer (CNE).
• Experience with Backoffice (SQL, SMS, Exchange).
• Bachelors Degree in business/computer related field

Senior NOS Analyst
• Able to perform server customizations.
• Able to design and implement NOS migration and understand the challenges (3.x to 4.x).
• Able to manage servers at remote sites using remote management tools.
• Able to integrate heterogeneous environments (Novell & Mac & UNIX & NT Server).
• Able to design and implement initial NOS installation.
• Able to quality control an installation.
• Has supported a large installation (>10 servers and >250 clients).
• Possess (CNE) certification or Master Certified Netware Engineer (MCNE).
• Integrated/Installed a large scale Backoffice implementation.
• Have a good understanding of at least 3 protocols utilized by major NOSs.
• Has written documentation (users guides, procedural guides).
• Bachelors Degree in business/computer related field

Network Technical Levels

Network Specialist
• Experience with only a small environment (<3 sites, < 100 end nodes, < 75 users) or only as a junior level administration in a larger environment.
• Experience with only small networks (<3 physical types, < 6 segments, <5 active devices [hubs, bridges, switches, routers]) or only in a junior capacity in a larger site.
• Experience with only one or two protocols.
• Knowledge of one protocol addressing scheme.
• Understands basic bridging, routing, and switching and some differences between them.
• Some understanding and responsibility of cable plant.
• Troubleshooting with cable testers.
• Configuration of active devices.
• Bachelors Degree in business/computer related field

Network Analyst
• Experience with a medium sized environment (3-10 sites, 100-1000 end nodes, 75-500 users).
• Experience with a medium sized networks (3-5 physical types, 5-50 segments, 5-20 active devices).
• Experience with at least 2 protocols.
• Understands advanced bridging, routing, and switching and most differences between them.
• Worked on bridged and routed networks.
• Knowledge of 2 or more protocol addressing schemes.
• Cable plant understanding and responsibility.
• Capable of design to the extent of capacity issues.
• Troubleshooting using SNMP systems, LAN Analyzers and cable testers.
• Configuration of multiple types of hubs, bridges and routers.
• Produced more than 3 design recommendation.
• Knowledgeable about LAN and WAN, differences and protocols used.
• Bachelors Degree in business/computer related field

Network Architect
• Experience with a large environment (>10 sites, >1000 end nodes, >500 users).
• Experience with a large networks (>5 physical types, >50 segments, >20 active devices).
• Extensive experience with at least 4 protocols and cognizant of several.
• Experience on WAN as well as LAN implementations.
• Knowledge of greater than 4 protocol addressing schemes.
• Very knowledgeable of all cable plant specs.
• Responsible for multiple design or redesign recommendations.
• Knowledge of SNMP systems
• Knowledge of VLAN implementations
• Bachelors Degree in business/computer related field
UNIX Systems

UNIX Specialist
- Knowledge on basic UNIX administration on at least one platform, preferably one of the major platforms (HP-UX 9.x and 10.x, SunOS 4.x and 5.x or Solaris 1.x and 2.x, AIX, IRIX, OSF, Ultrix).
- Comfortable with the majority of basic user commands and some administrative commands.
- Able to manage print queues (BSD or SysV) preferably without using a GUI.
- Able to customize their own environment (.profile/.login/.cshrc/.kshrc).
- Able to write simple scripts for doing repetitive tasks.
- Comfortable with basic UNIX tools such as sort, grep, piping and redirection.
- Experience only in a small environment (<2 servers, <10 workstations, <100 users) or in a junior capacity.
- Knows about the help facilities available and how to use them (man, man -k, answerbooks, etc.).
- Bachelors Degree in business/computer related field

UNIX Analyst
- Has solid knowledge of UNIX administration on at least two platforms (preferably both BSD and SysV based) or at least knows the differences between them.
- Able to do simple kernel configuration.
- Able to configure and manage NIS, NFS, automounter, third-party backups, monitor and troubleshoot system and network processes using UNIX tools.
- Able to use advanced network tools such as netstat.
- Able to set up a basic Internet server (WWW, Ftp, Sendmail, Inetd, etc.)
- Basic understanding of security practices and issues.
- Able to Install a machine from scratch including partitioning disks and deciding which parts need to be installed.
- Able to configure DNS clients (/etc./resolv.conf).
- Has worked in at least a medium sized environment (2-5 servers, 10-100 workstations, 100-500 users).
- Can write advanced shell scripts and has a good grasp of C including compiling basic porting, and installing source code.
- Familiar with awk and sed, and able to write simple scripts with these tools.
- Knowledge of scripting languages other then shell (perl, tcl, expect).
- Understands the X Windowing environment and can customize menus and user environments such as fonts and backgrounds.
- Has written documentation, either user or administrative documents.
- Bachelors Degree in business/computer related field

Senior UNIX Analyst
- Has detailed knowledge of UNIX administration on at multiple platforms.
- Implements good UNIX practices whenever possible (system logs, change control, disaster recovery procedures, documentation).
- Able to configure extensive networks with multiple vendor platforms.
- Able to setup and configure DNS.
- Able to set up and maintain security procedures and programs to maintain and test it (TCP Wrappers, tripwire, SATAN, INETD mods, etc.).
- Able to configure and maintain multiple larger Internet servers.
- Able to do major kernel modifications.
- Has worked in large environments (>5 server, >100 workstations, >500 users) preferable with servers on multiple subnets.
- Is very comfortable writing advanced shell scripts and writing and maintaining C including others source code.
- Can write scripts in multiple languages or shells.
- Capable of designing and specifying systems, including the ability to determine actual needs and capabilities as opposed to sales representations.
- Has written both user documentation and administrative documentation.
- Has done performance monitoring and tuning including using and understanding of vendor supplied and third party tools.
- Possibly served as a technical lead at a site.
- Understands UNIX internals.
- Understands TCP/IP extremely well. Knows how packets are routed.
- Has dealt with advanced peripheral configuration (SCSI LUN configurations for RAID systems, Multi-drive tape systems, etc.).
- Bachelors Degree in business/computer related field.
PREAMBLE

Sprint Communications Company, L.P. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact:

Ellen Rhoads
Program Manager
Sprint GSA Schedule Office
13221 Woodland Park Road
Herndon, VA  20171
703-904-2151 (voice)
703-904-2244 (fax)
ellen.rhoads@mail.sprint.com
SUGGESTED Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act
(Ordering Activity) ___ and (Contractor)___ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) ____________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

<table>
<thead>
<tr>
<th>ORDERING ACTIVITY</th>
<th>DATE</th>
<th>CONTRACTOR</th>
<th>DATE</th>
</tr>
</thead>
</table>

Sprint Communications Company, L.P.
Page 83
(800) 535-4250
BPA NUMBER_____________

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)____________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
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<tbody>
<tr>
<td>________________________</td>
<td>__________________________</td>
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(2) Delivery:

<table>
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<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULE/DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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</thead>
<tbody>
<tr>
<td>_______</td>
<td>__________________</td>
</tr>
</tbody>
</table>

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   (a) Name of Contractor;
   (b) Contract Number;
   (c) BPA Number;
(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.