



12502 Sunrise Valley Dr
Reston, VA 20191

June 14, 2012

Wendy Orita
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, HI 96813

RE: RFP 12-006-SW Best & Final Offer

Dear Ms. Orita,

Except as modified by the changes, corrections and amendments specified herein, Sprint's original proposal (including, but not limited to, all exceptions to the RFP contained in the original Proposal) is hereby incorporated by reference into this Best and Final Offer and restated and affirmed.

Sprint's original Proposal is modified and supplemented by the following items included in this submittal:

- ◆ Clarifications as covered during the Vendor meeting, including negotiated legal items as set forth in Sprint's 5/25/12 supplemental Vendor Discussion responses and the State AG's responses contained in the 6/8/12 email from SPO officer Wendy Orita.
- ◆ New Services—SIP Trunking
- ◆ Additional Pricing
 - Sprint Port & Router Bundle Pricing
 - Sprint SIP Trunking

We look forward working with you more in the near future. Please contact Public Sector Account Manager, Kaleo Siu-Castillo at (808) 561-9219 or via email at kaleo.s.siu-castillo@sprint.com if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Karen Kezele". The signature is written in a cursive, flowing style.

Karen Kezele
Group Manager - Proposal Development

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Disclosure Statement – Sprint

Sprint's responses are submitted to allow the Customer to evaluate Sprint's ability to meet your communications needs. Since many RFP's set forth broad requirements that may change during the proposal and negotiation process, Sprint agrees its proposal responses may be used in the preparation of a contract between the parties, however, Sprint does not agree that the RFP and our response will be part of a final contract in whole or in part. If selected, Sprint agrees to offer and negotiate commercially reasonable terms. Given the regulated requirements of Sprint's telecommunication products and services, as well as the unique technological characteristics inherent in its products and services, Sprint's experience is that the parties will mutually agree to a final agreement more quickly and easily by using telecommunication specific terms as a baseline for developing the contract. Sprint reserves the right to review all terms and conditions to be included in any final contract resulting from this process.

Disclosure Statement – Sprint

This proposal is provided in response to requirements of SPO and may include trade secrets or confidential or financial information that is exempt from disclosure under the Freedom of Information Act, 5 U.S.C § 552, and other applicable law, and shall not be duplicated, used, or disclosed – in whole or part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of – or in connection with – the submission of this data, of SPO shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit of SPO's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on sheets annotated with a restrictive legend.

SECTION TWO - TECHNICAL

REQUIREMENTS 2.2 QUALIFICATIONS

2.2.1

2.2.1.1 First sentence in reply. Sprint's response indicates that the BTSA "...provides most post-installation trouble management..." Who provides the rest, the IPS?

SPRINT RESPONSE: Other agencies may need to be involved to resolve an issue. BTSA may escalate to a higher Tier or engage a vendor (i.e. Cisco) for more complex troubleshooting and resolution.

Section "Trouble Reporting and Escalation". The participating agencies will initiate trouble calls as individual agencies. Is this a problem? Is there a limit on who can call or the number of Internet accounts that can be created?

SPRINT RESPONSE: No as long as they are authorized by the State of Hawaii.

2.2.1.2 Stated compliance is unclear as the response does not clearly state that technicians will be deployed onsite. In addition, the last sentence in the response states "For NMS Complete customers the following alarm aging policy is used." What is "NMS Complete"? No aging policy is shown.

SPRINT RESPONSE: Sprint will have a remote out of band connection for the equipment on site. Sprint dispatches a technician on site if the remote management or control is not resolving the issue and a technician is needed on site.

The Aging policy is as follows:

Sprint WAN:	11 minutes, and/or 6 alarms in an hour
MPLS Carrier Partner:	11 minutes, and/or 6 alarms in an hour
3rd Party w LOA:	11 minutes, and/or 6 alarms in an hour
WWAN Access:	45 minutes, and/or 6 alarms in an hour

2.2.1.3 Response acceptable/acknowledged

2.2.1.4 Response acceptable/acknowledged

2.2.2

2.2.2.1 Please provide applicable availability or respond directly.

SPRINT RESPONSE: Attached is the SLA document. Page 3, Table 2 state 99.90% availability for a site without redundancy and 100% for a site with redundancy.

2.2.3

2.2.3.1 Response acceptable/acknowledged

2.2.3.2 Response acceptable/acknowledged

2.2.4

2.2.4.1 Response acceptable/acknowledged 2.2.5

2.2.5.1 Response acceptable/acknowledged

2.3 TELECOMMUNICATION SERVICES

2.3.1

2.3.1.1 Clarify whether Sprint provides both layer 2 and layer 3 services. Explanation is somewhat confusing.

SPRINT RESPONSE: Only Layer 3

2.3.1.2 Item 1 does not involve encryption. Item 2's response is not consistent in the context of the question. What is the Sprint Managed VPN service, this does not appear to be offered as a service. Response is "Comply" but the explanation is consistent with a "Does Not Comply".

SPRINT RESPONSE: Section 1.6 from RFC 4364 states:

SPRINT 6/14/12 RESPONSE “ VPNs of the sort being discussed here, even without making use of cryptographic security measures, are intended to provide a level of security equivalent to that obtainable when a layer 2 backbone (e.g., Frame Relay) is used. That is, in the absence of misconfiguration or deliberate interconnection of different VPNs, it is not possible for systems in one VPN to gain access to systems in another VPN. Of course, the methods described herein do not by themselves encrypt the data for privacy, nor do they provide a way to determine whether data has been tampered with en route. If this is desired, cryptographic measures must be applied in addition.”

Sprint Global MPLS is a private network and complies with RFC 4364. In addition to Sprint's compliance with RFC 4364, Sprint has all of the virtual links within the MPLS network tunneled through an L2TP tunnels adding to the security of the virtual route forwards (VRFs) and the customer MPLS networks. In addition, Sprint MNS can implement additional encryption router to router if needed.

Sprint Managed VPN is a different service from the MPLS service and can provide a design that is based on Internet and IPsec VPNs.

2.3.1.3 Response acceptable/acknowledged

2.3.1.4 Response is not in context of the question. The requirement is meant to specify that all services identified shall be able to terminate into a broadband Ethernet circuit. For example if Sprint is offering Frame Relay service, it must be able to terminate a Frame Relay circuit into the broadband Ethernet circuit.

SPRINT RESPONSE: Sprint offers WAN services using Ethernet circuits when available and time division multiplexing circuits where ethernet is not available. Ethernet is not available as a method to deliver the service at every location. Frame Relay cannot coexist on the same circuit as Ethernet.

Sprint does deliver the circuit on the services to the LAN side of the network on Ethernet.

2.3.1.5 The state has a large base of Cisco routers and Layer 3 switches utilizing EIGRP. Is EIGRP supported?

SPRINT RESPONSE: Yes. EIGRP is supported (SPRINT 6/14/12 RESPONSE). BGP is preferred as it offers access to other services such as SIP services and others. Sprint is able to implement EIGRP on the LAN and BGP on the WAN and mutually redistribute between the two routing protocols. This option would provide the State of Hawaii the ability to keep using EIGRP while implementing BGP in the WAN to take advantage of other services.

2.3.1.6 Response acceptable/acknowledged

2.3.2**2.3.2.1 Response acceptable/acknowledged****2.3.2.2 Response acceptable/acknowledged****2.3.2.3 Response acceptable/acknowledged****2.3.3****2.3.3.1 Response acceptable/acknowledged****2.3.3.2 Response acceptable/acknowledged****2.3.3.3 Response acceptable/acknowledged****2.3.3.4 Response acceptable/acknowledged****2.3.4 Response acceptable/acknowledged****2.3.5****2.3.5.1 Response acceptable/acknowledged****2.3.5.2 Response acceptable/acknowledged****2.3.5.3 Response acceptable/acknowledged****2.3.5.4 Response acceptable/acknowledged****2.3.6 Please be prepared to explain the proposed services in greater detail.**

SPRINT RESPONSE: Acknowledged

SPRINT 6/14 RESPONSE. REFERENCE MPLS MAP IN APPENDIX A.

ADDITIONAL OTHER SERVICES

SIP Trunking Overview

Sprint Session Initiation Protocol (SIP) Trunking is a comprehensive nationwide network-based trunking service designed to provide a complete voice and data solution. SIP Trunking includes a full range of services including local, long distance, and wireless integration, providing Public Switched Telephone Network (PSTN) access from larger aggregated telephony data center locations via their data communications network.

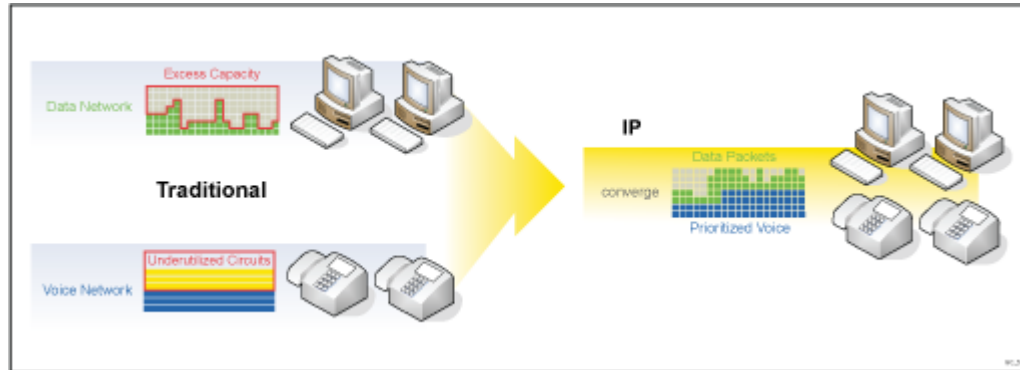
Sprint offers SPO this solution for connecting multiple sites without the added expense of costly local PBX Trunking. Sprint SIP Trunking uses Voice over Internet Protocol (VoIP) technology to transmit voice conversations over the Internet Protocol (IP) network. This means sending voice information in digital form in discrete packets rather than in the traditional circuit-committed protocols of the PSTN. SIP Trunking leverages the Sprint Global MPLS network to converge voice and data communications over a single IP connection.

Sprint VoIP is NOT Voice over the Internet

While some companies allow “free” or “low cost” Internet calling, they are not offering a reliable, secure, carrier grade voice service. Sprint SIP Trunking uses the Sprint *private* network entirely for site-to-site calls and specific peering points for PSTN connectivity.

SIP Trunking is a converged IP service using Sprint’s secure Global Multi-protocol Label Switching (Global MPLS) Service that delivers all telecommunication services over a single access to circuit to the aggregated trunking location. It combines data and voice into one solution for SPO.

The following illustration depicts the convergence of voice and data traffic over the same Sprint Global MPLS connection.



Sprint SIP Trunking allows businesses with IP Call Gateway boxes or IP-PBXs to extend the benefits of VoIP convergence from their Local Area Network (LAN) to the Secure Wide Area Network (WAN) and ultimately to the PSTN. *It virtually eliminates the need for expensive TDM gateways and trunks and helps to increase network efficiencies and cost-savings by converging voice and data traffic on the SPO WAN.* In addition to these benefits, the Sprint SIP Trunking solution is specifically designed to meet the needs of the distributed enterprise, allowing multiple locations to connect over the shared network VoIP trunks to the PSTN while preserving local telephone numbers, calling plans, and 911 services.

How it Works

Sprint SIP Trunking service allows enterprises to use their Sprint GMPLS WAN connection for local and long distance voice services, thus leveraging their existing IP PBXs and voice gateways. SIP Trunking capabilities available over the converged data access circuit include:

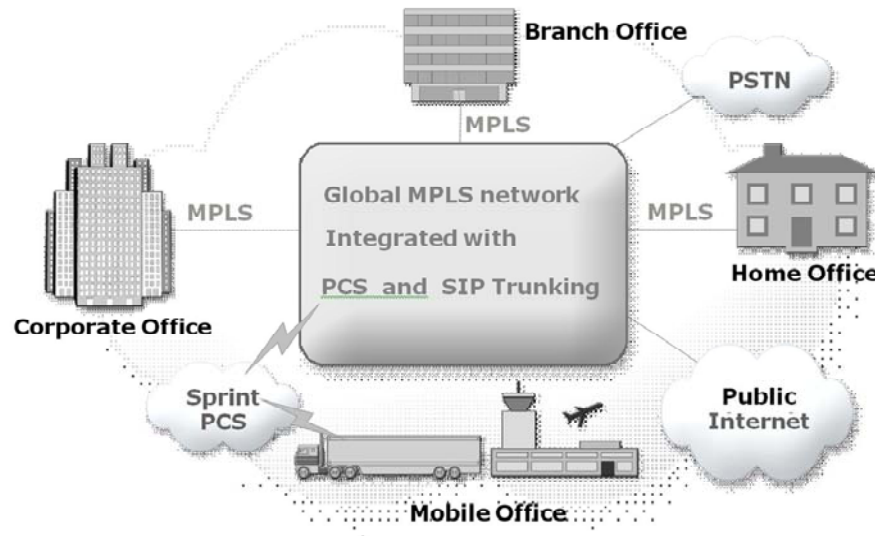
- ◆ Local voice services to all locations (including Enhanced 911 and Local Number Portability)
- ◆ Worldwide long distance voice termination service from US locations
- ◆ Enterprise data services
- ◆ Support for IP-PBXs and Voice Call Gateways from top vendors
- ◆ Sprint Mobile Integration and Managed Network Services for a complete solution
- ◆ SIP Toll Free capability leverages the SIP Trunking infrastructure to terminate 8XX calls

Differentiators

Sprint SIP Trunking service provides two architectural capabilities not found with other service providers.

- ◆ Sprint MPLS transport network provides extra security via a private VPN.
- ◆ Sprint Mobile Integration (SMI) can be included to allow VoIP traffic to pass between fixed and mobile phones to create a seamless user experience.

Sprint has the IMS infrastructure to offer this unique integration capability. As an example, all transport from various locations is either IP based or wireless using the Sprint network. A single access data circuit *eliminates* the need for many separate voice and data circuits. Sprint Mobile Integration solutions offer out of office connectivity.



The Sprint MPLS network is the basis for a secure VPN transport. Sprint owns the SIP Trunking service end to end and is your single point of contact for all customer management activities such as ordering, billing, provisioning and service assurance.

As part of the end-to-end solution, Sprint provides relevant portions of the entire SIP Trunking offering:

- ◆ Industry standard VoIP switching platform on the Sprint Global MPLS backbone network routing all SIP Trunking customer calls to and from the PSTN.
- ◆ Complete voice service solution that includes Emergency E911 services, Operator Services, Directory Assistance and all local and long distance voice capabilities.

SIP Trunking provides SPO survivability with redundant routing options available through two geographically separated data centers. SPO can ensure their communication with the outside world continues during many types of localized disasters or outages since your phone service is now within the network rather than at a physical location; reducing dependency on expensive local access.

SIP Trunking offers SPO a SIP trunk that allows one simultaneous voice call path for PSTN connectivity. Trunks provide call paths for daily calls, redundancy and seasonal traffic.

2.4 MANAGED SERVICES

2.4.1 Response of "Does Not Comply" noted

2.4.2 Response acceptable/acknowledged

2.5 PROVIDER NETWORK

2.5.1 Response acceptable/acknowledged

2.5.2

2.5.2.1 Response acceptable/acknowledged

2.5.2.2 Response acceptable/acknowledged

2.5.2.3 Response acceptable/acknowledged

2.5.3

2.5.3.1 Response acceptable/acknowledged

2.5.3.2 Response acceptable/acknowledged

2.5.3.3 Response acceptable/acknowledged

2.5.3.4 Response acceptable/acknowledged

2.5.3.5 Response acceptable/acknowledged

2.5.4

2.5.4.1 Response acceptable/acknowledged

2.5.4.2 Response acceptable/acknowledged

2.5.4.3 Response acceptable/acknowledged

2.5.4.4 Response acceptable/acknowledged

2.5.5

2.5.5.1 Response acceptable/acknowledged

2.5.5.2 Response acceptable/acknowledged

2.5.5.3 Response acceptable/acknowledged

2.5.6

2.5.6.1 Response acceptable/acknowledged

2.5.6.2 Response acceptable/acknowledged

2.5.6.3 Response acceptable/acknowledged

2.5.6.4 Response acceptable/acknowledged

2.5.7 Response acceptable/acknowledged

2.6 NETWORK PERFORMANCE & SERVICE LEVELS

2.6.1 Please identify applicable availability or respond directly.

SPRINT RESPONSE: Please refer to the SLA document. Table 2 on Page 3.(SPRINT 6/14/12 RESPONSE)

2.7 TERMS

2.7.1

2.7.1.1 Response acceptable/acknowledged

2.7.1.2 Response acceptable/acknowledged

2.8 BILLING

2.8.1

2.8.1.1 Response acceptable/acknowledged

2.8.2

2.8.2.1 Response acceptable/acknowledged

2.8.2.2 Response acceptable/acknowledged

2.8.2.3 Response acceptable/acknowledged

2.8.2.4 Response acceptable/acknowledged

2.8.2.5 Explain what is meant by "... our billing system does not currently provide the location billing number on the invoice"

SPRINT RESPONSE: Sprint can insert a billing number or some dept, reference in the mailing address, to help the agencies identify the end user.

2.8.2.6 Response acceptable/acknowledged

2.8.3 The verbiage cannot be changed because the identified condition is part of State law.

SPRINT RESPONSE: Sprint withdraws its exception to this item and changes its response to COMPLY.

2.8.4 Response acceptable/acknowledged

2.9 CUSTOMER SERVICE

2.9.1

2.9.1.1 Response acceptable/acknowledged

2.9.1.2 Response acceptable/acknowledged

2.9.1.3 This section was omitted in Amendment

2.9.1.4 Response acceptable/acknowledged

2.9.1.5

2.9.1.5.1 Response acceptable/acknowledged

2.9.1.5.2 Response acceptable/acknowledged

2.9.1.5.3 Response acceptable/acknowledged

2.9.1.5.4 Response acceptable/acknowledged

2.9.2

2.9.2.1 Explain response, especially 1st paragraph.

SPRINT 6/14/12 RESPONSE: COMPLY. Sprint can provide reports in several ways.

One of which is via our service called FONVIEW. FONVIEW provides an electronic invoices as well as reports. With FONVIEW, the State and its agencies can choose one of (2) Options.

1. FONVIEW + detailed paper invoice for \$25 MRC

2. FONVIEW only for \$10 MRC. The customer will still receive a paper remittance and summary statement (details are suppressed) as the legal invoice from Sprint.

2.9.2.2 Response acceptable/acknowledged

2.9.2.3 Response acceptable/acknowledged

2.9.3

2.9.3.1 Please point out pages where this can be found.

SPRINT RESPONSE: Table 2 on page 3

2.9.3.2 Please point out pages where this can be found.

SPRINT RESPONSE: Section 7 on page 12

2.10 IMPLEMENTATION / MIGRATION PLAN

2.10.1 Response acceptable/acknowledged

2.10.2 Response acceptable/acknowledged

2.10.3 Response acceptable/acknowledged

2.10.4 Response acceptable/acknowledged

2.11 IMPLEMENTATION / MIGRATION PLAN

2.11.1 Response acceptable/acknowledged

2.11.2 Response acceptable/acknowledged

2.12 TRANSITION PERIODS

2.12.1 Response acceptable

2.12.2 Response acceptable/acknowledged

2.13 OTHER CHARGES

2.13.1 Response acceptable/acknowledged

2.13.2 Response acceptable/acknowledged

2.13.3

2.13.3.1 Exception noted

2.13.3.2 Explain response and the meaning of “third party liability”.

SPRINT RESPONSE: Third Party Liability – Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier (“LEC”) or PTT, as a result of Customer’s early termination. This is set forth in Sprint’s response to 2.13.3.3 (specifically paragraph A(3))

2.13.3.3 Response does not include a response on “Comply”, “Does Not Comply” or “Exception”. Response does not answer the stated question directly.

SPRINT RESPONSE: COMPLY. Clarification will be provided in the BAFO similar to response provided in the interview

SPRINT 6/14 RESPONSE: COMPLY.

1st: Sprint amends the original General Liability section to read :

(2) General Liability. A lump sum equal to (a) 50% of the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 25% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term, less (d) amounts paid, if any, for early termination of either Ethernet or DS3 or greater bandwidth access under subsection (1) above; and

Termination Fee Percentage is described in item (2) General Liability of Sprint Response. 50% of applicable monthly charges multiplied for remaining months in year 1 + 25% of applicable monthly charges for the remaining months to complete 3yr or 5 yr term + any prorated waived installation charges for the order term.

Example: If Applicable Monthly Charge is \$500 and termination happens in the 9th month of the term

3 Months x \$250 (\$500 x 50% or .50) = \$750
24 months x \$125 (\$500 x 25% or .25) = \$3000
27 months of the \$6000 waived Installation Fee = \$4500

2.13.3.4 Response is "Comply" but explanation is consistent with "Does Not Comply" or "Exception".

SPRINT RESPONSE: COMPLY, subject to the explanation and terms/conditions set forth in Sprint's Proposal response.

2.13.5 Response acceptable/acknowledged.

2.13.6 No response to this section was provided. This section was added in Addendum 2.

SPRINT RESPONSE: Clarification will be provided in the BAFO similar to response provided in the interview.

SPRINT 6/14/12 RESPONSE: COMPLY; the Sprint services provided in this RFP are as noted in submitted RFP pricing sheets. With Sprint Provided Access, Sprint will bring the circuit to the Customer MPOE, Minimum Point of Entry. If more wiring is needed, this will be a customer responsibility. If special construction for access is needed, this cost will be passed on the customer

2.14 CLIENT EXPERIENCE, REFERENCES, AND LICENSES

2.14.1 Response acceptable/acknowledged

2.14.2 Response acceptable/acknowledged

SECTION FIVE - SPECIAL PROVISIONS

The information below is based on comments from the State of Hawaii, Department of the Attorney General

5.3 OVERVIEW OF THE RFP PROCESS

Q. Response not acceptable. See section 5.6

SPRINT RESPONSE: Sprint modifies its response as follows: COMPLY, subject to the condition that all intellectual property rights in CONTRACTOR's proposal materials remain in and/or are assigned to CONTRACTOR.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK w/ Sprint's comments- sections 5.3(Q); 5.17; 5.25 (I'm OK w/ cap on liquidated damages, up to SPO and ICSD if cap is \$5000 a month as proposed by Sprint); 5.28.

5.17 PROPOSAL AS PART OF THE CONTRACT

Response not acceptable in part because it's already covered in section

5.6. The last sentence "All intellectual property...." is acceptable.

SPRINT RESPONSE: Sprint modifies its response as follows: COMPLY, subject to the condition that all intellectual property rights in CONTRACTOR's proposal materials remain in and/or are assigned to CONTRACTOR.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK w/ Sprint's comments- sections 5.3(Q); 5.17; 5.25 (I'm OK w/ cap on liquidated damages, up to SPO and ICSD if cap is \$5000 a month as proposed by Sprint); 5.28

5.23 SALES REPORTS Response acceptable

5.25 LIQUIDATED DAMAGES

Response not acceptable. Note last sentence in the section "Liquidated damages can be avoided where the State and the Contractor mutually agree to a revision in the schedule."

SPRINT RESPONSE: Sprint renews its exception to this requirement and requests the opportunity to discuss this item with the State. Sprint requires some reasonable cap or limitation on the total amount of liquidated damages that can be assessed. Additionally, Sprint requests confirmation/clarification from the State that liquidated damages can only be assessed for missed initial installation/activation deadlines, and not for future outages. Sprint assumes future outages are governed by the SLA requirements.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK w/ Sprint's comments- sections 5.3(Q); 5.17; 5.25 (I'm OK w/ cap on liquidated damages, up to SPO and ICSD if cap is \$5000 a month as proposed by Sprint); 5.28

5.26 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

Modifications acceptable

5.28 GOVERNING LAW: COST OF LITIGATION

Response is not acceptable as stated. Modification to section is acceptable if the following is added to the last sentence in the section "provided such costs and expenses are not incurred or imposed as a result of a lawsuit between Sprint and the State where the State is at fault."

SPRINT RESPONSE: Sprint modifies its response as follows: COMPLY, subject to the following agreed upon language being inserted at the end of this provision: "provided such costs and expenses are not incurred or imposed as a result of a lawsuit between Sprint and the State where the State is at fault."

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK w/ Sprint's comments- sections 5.3(Q); 5.17; 5.25 (I'm OK w/ cap on liquidated damages, up to SPO and ICSD if cap is \$5000 a month as proposed by Sprint); 5.28

5.32 CONFLICTS OF INTEREST Response acceptable**5.33 WAIVER**

Response acceptable

AG General Conditions

2(c) Response not acceptable

SPRINT RESPONSE: Sprint may be willing to remove its exception to this requirement contingent upon the outcome of the parties' discussion and the State's willingness to agree to other exceptions/clarifications proposed by Sprint. Sprint requests the opportunity to discuss this item with the State. Sprint requests that resolution of this item be deferred until the end of negotiations with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK to discuss later

2(d) Response not acceptable

SPRINT RESPONSE: It is Sprint's position that the language in this provision is overly broad in its statement that Contractor shall be responsible for all applicable taxes. This is in conflict with the RFP pricing procedures which allow Sprint to pass through certain types of taxes to the State. Sprint requests the opportunity to discuss options for clarifying this apparent in conflict during discussions with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: Suggest that RFP controls over 2(d)

6 Response acceptable

7 Response not acceptable

SPRINT RESPONSE: Sprint may be willing to remove its exception to this requirement contingent upon the outcome of the parties' discussion and the State's willingness to agree to other exceptions/clarifications proposed by Sprint. Sprint requests the opportunity to discuss this item with the State. Sprint requests that resolution of this item be deferred until the end of negotiations with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: Agree to their version (from Sprint's earlier comments, on p. 70)

8 Response not acceptable. It applies when the State is not a fault.

SPRINT RESPONSE]: Sprint withdraws its exception to this item and changes its response to COMPLY.

12.a(2) Response acceptable

12.b(2) Response acceptable

12.c Response acceptable

13.a Response acceptable

13.c Response not acceptable. Payment for re-procurement costs should be included.

SPRINT RESPONSE: Sprint may be willing to remove its exception to this requirement contingent upon the outcome of the parties' discussion and the State's willingness to agree to other exceptions/clarifications proposed by Sprint. Sprint requests the opportunity to discuss this item with the State. Sprint requests that resolution of this item be deferred until the end of negotiations with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK to discuss later

14.c Response acceptable**14.d.(3)(B) Response not acceptable**

SPRINT RESPONSE: Sprint withdraws its exception to this item and changes its response to COMPLY.

17.c Response not acceptable. Required by HRS 103-10.5

SPRINT RESPONSE: Sprint withdraws its exception to this item and changes its response to COMPLY.

20.b Response acceptable**26 Response acceptable****28 Response acceptable if the following underlined text is added to the**

last sentence of Sprint's response "... shall be subject to prior approval by CONTRACTOR, which approval shall not be unreasonably withheld, and may be required at CONTRACTOR's sole discretion...."

SPRINT RESPONSE: Sprint agrees to incorporate the edit proposed by the State.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK to their language (from 6/25)

32 Response acceptable**33 Response acceptable if "enforceable in the United States" is removed from the first sentence.**

SPRINT RESPONSE: Sprint agrees to incorporate the edit proposed by the State.

42.b.(4) Response acceptable**42.c.(2) Response acceptable**

Additional Terms and Conditions

1 Response acceptable

2 Response acceptable

3(a)A Response acceptable

3(a)B Response acceptable

3(a)C Response acceptable

3(b)A Response acceptable

3(b)B Response not acceptable

SPRINT RESPONSE: The purpose of this provision is merely to clarify that where services are not dollar denominated but rather offered as a discount, the price for such services will be determined at the time of purchase. Sprint requests the opportunity to discuss in further detail with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: ISCD-OK to their language

3(c) Response not acceptable unless the last sentence is omitted “The amount of the fees and charges imposed may vary, Sprint may impose additional charges or surcharges....”

SPRINT RESPONSE: Sprint respectfully renews its request that this provision be incorporated into the final contract. It is standard in the telecom industry to have a rate structure that is supplemented by surcharges and administrative fees. Surcharges and administrative fees can vary based on third party actions (e.g., government regulation or access provider rate changes) that are outside of Sprint’s control.

Sprint is amenable to cross referencing the notice requirements of Section 2.13.4 in this section. Sprint requests the opportunity to discuss in further detail with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: ISCD-OK to their language

3(d)A Response acceptable

3(d)B Response acceptable

3(d)C Response acceptable

4(a) Response acceptable

4(b)Response acceptable

5 Response acceptable

6(a)Response acceptable

6(b)Response acceptable

6(c)Response acceptable

7 Responses acceptable except 7(b)C which requires further explanation of “Traffic Pumping/Access Simulation”.

SPRINT RESPONSE: Sprint agrees to remove this provision.

8 Response acceptable

9 Response acceptable except for 9(d) unless the following is added to the first sentence "Except as provided in the AG General Conditions, paragraph 7, Sprint is not responsible for. .."

SPRINT RESPONSE: Sprint respectfully disagrees with incorporating the State's requested edit. The items identified in 9(d) are all actions that are within the sole control of the State and for which Sprint should not be liable. Making this provision subject to Paragraph 7 of the AG General Conditions would create the possibility that Sprint would have to indemnify the State for the State's violation of contract requirements. Sprint requests the opportunity to discuss in further detail with the State AG office.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: OK to their language (from Sprint's earlier comments p. 77)

10 Response acceptable**11 Response acceptable**

12 Responses acceptable except for 12d)i)(1) and (2). Explain in greater detail if the State is responsible for the circuit charges remaining on term if it terminates prior to the end of the term.

SPRINT RESPONSE: Sprint respectfully renews its request to incorporate these provisions. However, Sprint proposes reducing the General Liability penalties as highlighted below.

Repayment.

i) Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language as listed in the applicable pricing Attachment. If STATE terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under this Agreement, then STATE will pay the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:

Access Orders. A lump sum equal to (a) the applicable monthly charges for any DS3 or greater dedicated access or any level of Ethernet access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and

General Liability. A lump sum equal to (a) 50% of the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 25% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term, less (d) amounts paid, if any, for early termination of either Ethernet or DS3 or greater bandwidth access under subsection (1) above; and

Third Party Liability. Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carriers ("LEC") or PTTs, as a result of STATE's early termination.

6/8/12 Email from SPO officer Wendy Orita, AG COMMENTS: ICSD-OK to their language

13 Response acceptable

SIP Trunking

Technology Category	NRC	MRC
Other Services: SIP Trunking		
SIP Trunk	\$ 25.00	\$25.99
Long distance off-net per minute of use		\$0.020
Telephone #		\$0.25

Technology Category	NRC	MRC
Other Services: SIP -Toll FREE service		
SIP Toll Free Trunk (per trunk)	\$ 25.00	\$18.95
SIP Toll Free – Interstate (per minute of use)		\$0.021
Toll Free # (per #)		\$2.00
National Toll Free Directory Listing (per listed #)		\$15.00

SIP Trunking Components and Pricing

Components

Sprint SIP Trunking service is made up of several components to provide the capability including SIP Trunks, Telephone Numbers (TNs) and Usage.

SIP Trunks

SIP Trunks provide an individual call path for each call required simultaneously during the busiest hour of the month, known as “simultaneous call path”. Telephone numbers are specific to the location where calls are placed or accepted. SPO will add or port the numbers required for all locations using the SIP Trunking service.

SIP Trunks provide SPO one virtual simultaneous call path between your call gateway (IP-PBX) and the PSTN over your MPLS network. Several call paths will be required to accommodate your busiest hour period during the month for daily calling as well as consideration for seasonal or backup overflows. SIP Trunks characteristics include:

- ◆ Call paths share daily voice traffic with all enterprise locations

- ◆ Allows low cost hot stand-by active call path to the PSTN to support seasonal overflow and reliable backup
- ◆ Provides secondary path to Sprint's alternate SIP Trunking facility
- ◆ Provides call path for all domestic local and long distance inbound or outbound toll traffic including International termination
- ◆ Billed as an NRC and MRC

Telephone Numbers

Telephone Numbers provide SPO an individual or blocks of ported or new telephone number(s). The Telephone Number provides:

- ◆ International inbound or outbound toll terminations on a usage basis.
- ◆ Domestic Directory Assistance on a per-call basis and per-usage basis for calls that are terminated using the service.
- ◆ Domestic and International Operator Services on a per-call basis and per-usage basis for calls that are terminated using the service. International OS requires a credit card for billing purposes.
- ◆ E911 capability where the service can be provided.
- ◆ 711 (TeleRelay Services).

Pricing Structure

The Sprint SIP Trunking pricing structure includes a monthly and non-recurring charge for each SIP Trunk and Usage Charges for premium calls. The service includes:

- ◆ Unlimited Local and Inbound – all outbound intra-lata local calls and all call received inbound are automatically included with the monthly Trunk charge
- ◆ All domestic and international Long Distance calling is metered
- ◆ International Call Usage Charges – International calls are referenced on a per minute basis but billed per 18 second initial minute and an incremental 6 second increment on a per country basis

Pricing Structure

The Sprint SIP Trunking pricing structure includes a monthly and non-recurring charge for each SIP Trunk and Usage Charges for premium calls. The service includes:

- ◆ Unlimited Local and Inbound – all outbound intra-lata local calls and all call received inbound are automatically included with the monthly Trunk charge

- ◆ All domestic and international Long Distance calling is metered
- ◆ International Call Usage Charges – International calls are referenced on a per minute basis but billed per 18 second initial minute and an incremental 6 second increment on a per country basis
- ◆ Operator Services Charges (OS) – calls are billed separately with per call and per minute usage charges. International OS calls require a major credit card for billing purposes
- ◆ Directory Assistance Charges (DA) – charges are billed separately with per call charges for up to two telephone number requests. If calls are terminated using this service then separate usage charges will apply
- ◆ Burstable SIP Trunking – optional service allowing additional, concurrent calls up to 25% above the configured total SIP Trunks. Burstable calls are billed separately with a per call charge. Metered rates still apply to Long Distance calls

*these are the main SIP pricing components. Prices do not include Taxes and ancillary charges

Port & Router--Dedicated Internet

Technology Category	NRC			3 Year Agreement		
	Installation	Discount %	Total	List Price	Discount %	Total Price
Point to Point-Dedicated ISP/ Router						
T1/1921 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 1,000.00	78	\$ 220.00
3M Mmb/2901 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 1,300.00	67.69	\$ 420.00
6M Mmb/2901 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 2,900.00	76.55	\$ 680.00
12M FDS3/3925 Base	\$ 6,000.00	\$ 100.00	\$ -	\$ 3,600.00	41.66	\$ 1,500.00

Presented are the most requested speeds. Other bandwidth bundles are available upon request

All Bundles Include: Cisco Router, Shipping & Professional Installation (does not include configuration) and Smartnet for the Term

Cisco Router Specs in these bundles are as follows:

1921 Base

Cisco 1921 Series Router, T1/Fractional T1 CSU/DSU WAN Interface Card

Cisco Cable AC Power Cord

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

T1 2901 IP Base w/ DSU

Cisco 2901 Series Router, T1/Fractional T1 CSU/DSU WAN Interface Card

Cisco Cable AC Power Cord

Cisco 2901 AC Power Supply

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

3925 Base

Cisco 3925 Series Router

One port T3/E3 Network Module Adapter for SM Slot

Cisco 3925 Fan Assembly

Cisco Cable AC Power Cord

Cisco 3925 AC Power Supply

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

Port /Router--MPLS

Technology Category	NRC			3 Year Agreement		
	Installation	Discount %	Total	List Price	Discount %	Total Price
Other Services: MPLS						
T1/1921 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 1,040.00	78.8	220
3M Mmb/2901 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 2,050.00	79.02	430
6M Mmb/2901 Base	\$ 2,000.00	\$ 100.00	\$ -	\$ 3,880.00	82.47	680
12M FDS3/3925 IP Base	\$ 6,000.00	\$ 100.00	\$ -	\$ 6,390.00	76.53	1500

Presented are the most requested speeds. Other bandwidth bundles are available upon request

All Bundles Include: Cisco Router, Shipping & Professional Installation (does not include configuration) and Smartnet for the Term

Cisco Router Specs in these bundles are as follows:

1921 Base

Cisco 1921 Series Router, T1/Fractional T1 CSU/DSU WAN Interface Card

Cisco Cable AC Power Cord

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

T1 2901 IP Base w/ DSU

Cisco 2901 Series Router, T1/Fractional T1 CSU/DSU WAN Interface Card

Cisco Cable AC Power Cord

Cisco 2901 AC Power Supply

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

3925 Base

Cisco 3925 Series Router

One port T3/E3 Network Module Adapter for SM Slot

Cisco 3925 Fan Assembly

Cisco Cable AC Power Cord

Cisco 3925 AC Power Supply

ZyXEL 56k Omni Analog Modem, Modem Cable

Cisco SMARTnet CPE Same Day Maintenance for a term equal to the Bundle term

Appendix A

Sprint Global MPLS Network



Sprint Global MPLS Network

SIP Services:

- Voice services
- Long distance
- Toll free
- International SIP services
- Mobile integration
- Conferencing services
- Hosted voice services.

Secure Internet Access:

Secured access to the Internet via the MPLS network

Secure Remote Access:

VPN access via the MPLS network

1/2 Tunnel Access:

IPSec tunnel from Internet access to the MPLS network

Security and protection services:

- Web filter
- Virus protection
- Messaging protection

Access types:

- DSL, TDM, and Ethernet

Bandwidth:

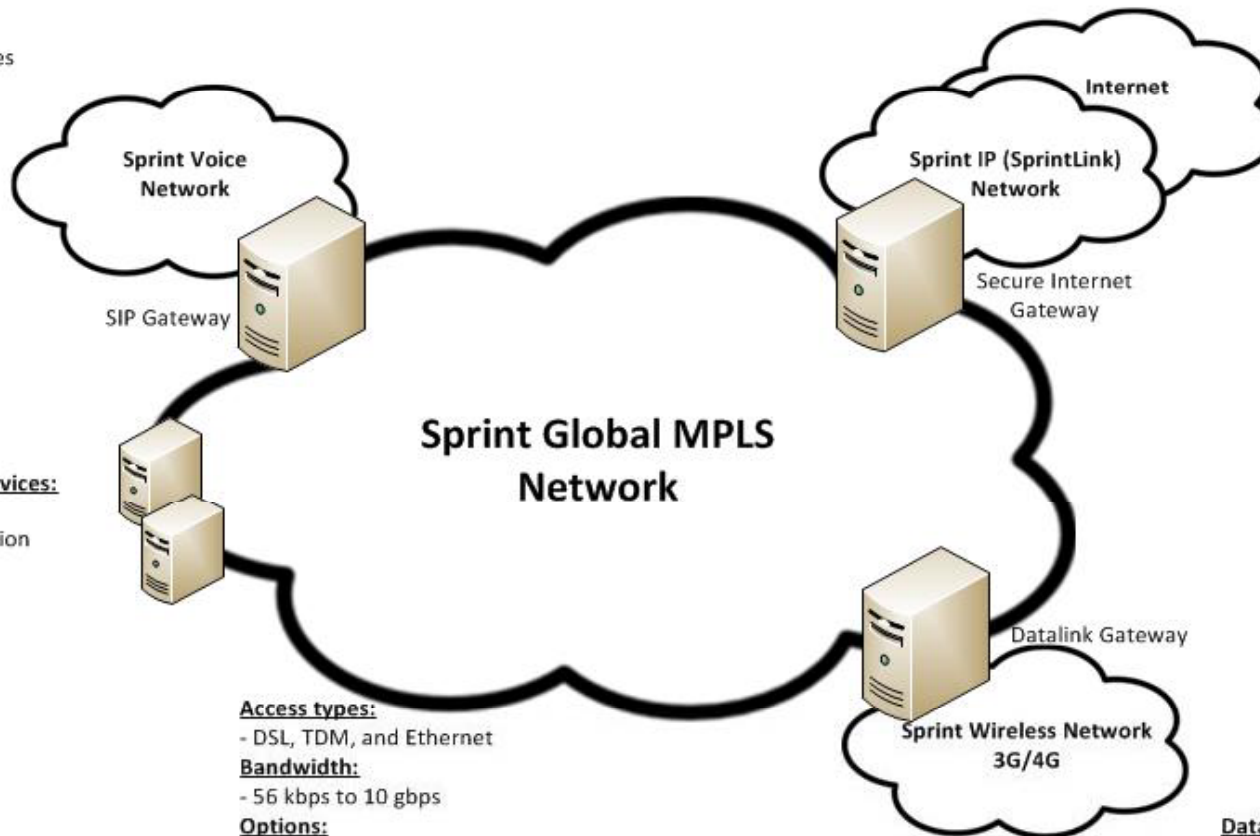
- 56 kbps to 10 gbps

Options:

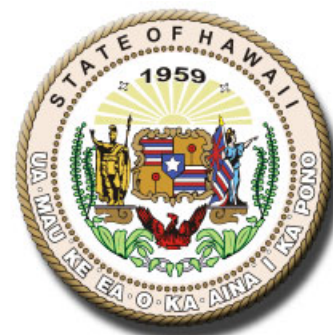
- Single or multi VRF
- Static, EIGRP, OSPF, or BGP
- Class of Service
- Managed or unmanaged network
- Multicast
- IPv4 and IPv6
- Domestic and international presence

Datalink:

Private wireless connection restricted only to the customer's network. Any access beyond that is only authorized through the customer's network



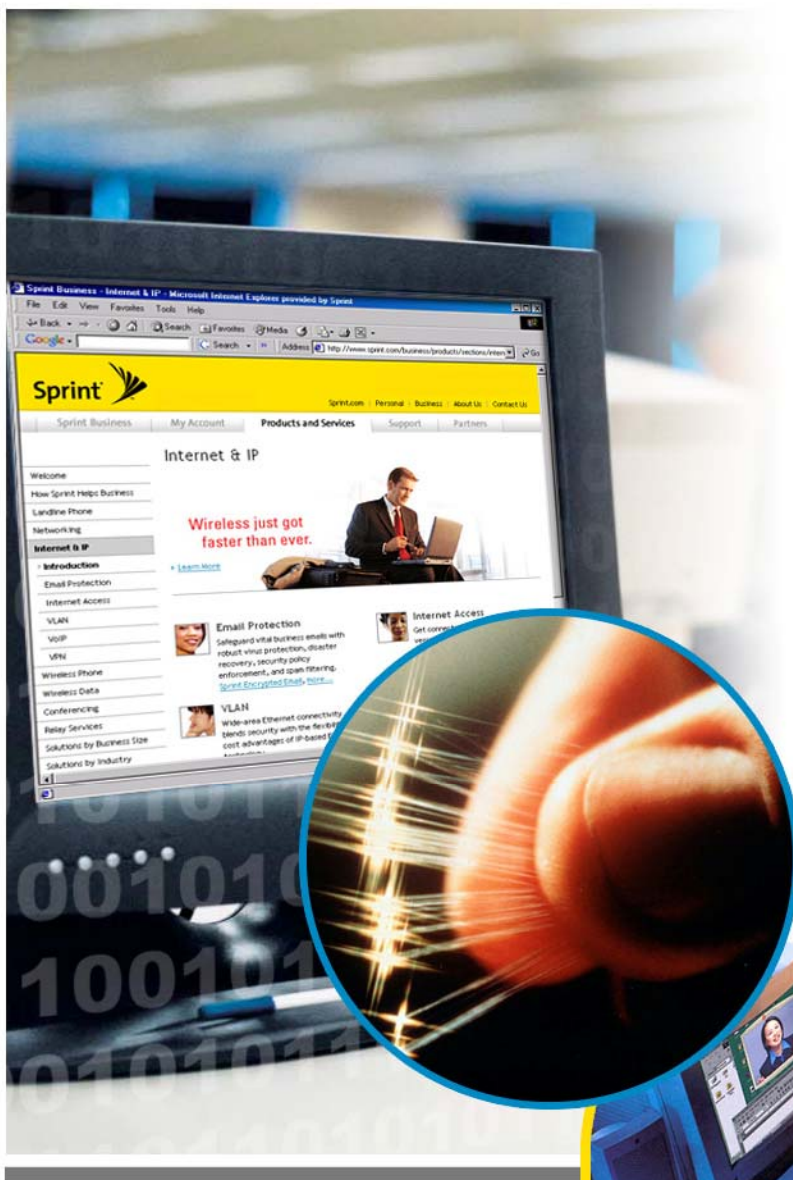
Sprint



Network and Telecommunications Services

RFP-12-006-SW

March 28, 2012





12502 Sunrise Valley Dr
Reston, VA 20191

March 28, 2012

Wendy Orita
State Procurement Office
1151 Punchbowl Street, Room 416
Honolulu, Hawaii 96813

Dear Ms. Orita,

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

Our innovative network and wireless solutions help public sector agencies to increase flexibility, collaboration and productivity for government agencies and to provide economic and social growth potential for their communities.

- ◆ **State and Local Government Agencies** – Improve public services and fiscal accountability with accurate mobile data capture by utilizing the latest mobile technology to maintain local infrastructure for constituents while balancing budgets
- ◆ **Continuity of Government** - Utilize the latest in mobile technology to resume business after a disruptive event
- ◆ **Law Enforcement/Emergency Response**– Heighten emergency readiness, safety and security with the ability to easily capture access and compare relevant data to make fast., informed decisions in time of crisis

As a major global carrier of network IP traffic, a recognized leader in nationwide 3G wireless, the first national carrier providing 4G wireless services, the ability to offer a variety of machine-to-machine (M2M) devices and the country's premier provider of push-to-talk, featuring Sprint Direct Connect which offers interoperability between Sprint PTT users and Nextel PTT users, with 1:1 direct connect services, Sprint offers The State of Hawaii, State Procurement Office (SPO) secure, reliable, productivity-enhancing mobility solutions.

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

We look forward to supporting your needs in the future and continue to build a relationship focused on providing high-quality services and innovative products. Please contact your Public Sector Account Manager, Kaleo Siu-Castillo at (808) 561-9219 or via e-mail at Kaleo.S.Siu-Castillo@Sprint.com if you have any questions. Sprint welcomes the opportunity to provide additional information to the State of Hawaii regarding the products and services discussed within this offer.

Sincerely,

A handwritten signature in black ink that reads "Karen Kezele".

Karen Kezele
Group Manager - Proposal Development

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Disclosure Statement – Sprint

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

Executive Summary

Maintaining a level of connectivity is a driving force for employees and a challenge facing today's IT leaders. Businesses like the State Procurement Office (SPO) are often challenged to run their operations efficiently, maintaining security for their network and devices, all while utilizing fewer resources. In addition, the integration of new technologies to run the enterprise is a time-consuming task for IT personnel.

For 100 years, Sprint has been a game-changing force in creating and delivering groundbreaking IP and wireless technologies and mobility solutions. Sprint was the first carrier to build a Fiber-Optic network to provide the clearest call quality Long distance service and evolved to a Global carrier providing Secure, reliable Global IP network service reaching 165 countries. Sprint's legacy of innovations and milestone technology events are many and is listed in the qualifications section of this RFP.

Sprint now serves 93% of Fortune 500 companies and as an Environmental Leader, now ranks #3 in Newsweek's Top 500 Corporation "Green Rankings". As a company believing and supporting its community, Sprint Hawaii (formerly Long Distance USA) was established in 1983 hired all Hawaii residence to staff Sprint position and support the Hawaii economy. With a trained and tenured staff, the Sprint Hawaii organization includes Branch Sales Manager, Regional Consulting Solutions Engineers, Solutions Consultant, Sales, Sales Support and Implementation Project managers. An extension of our staff is our Network operations including fixed network and Radio Frequency operations. Because of our Global reach, Sprint resources extent past the Hawaiian Islands. It is not un-common for the Sprint Hawaii Team to engage our product experts throughout the Globe or to engage our National and local Partners to meet our customers' business objectives.

As a trusted partner, Sprint keeps the SPO on the cutting edge of technology, ensuring your business, employees and customers are connected across the U.S. and around the world.

Objectives

Sprint's focus in this response is to highlight how we can meet the SPO objectives with a cost-effective solution, a tenured/extensive global account support team, and a superior global network specifically tailored to meet your objectives including:

- ◆ Increase the speed of customer responsiveness
- ◆ Enhance employee productivity
- ◆ Lower costs through network efficiency
- ◆ Take advantage of secure remote access and connectivity
- ◆ Respond quickly to changing business needs and deploy robust, real-time applications

The SPO will have the flexibility to respond to business issues and opportunities through enhanced communications technologies while securing business-critical information and enabling employee productivity. Through many of the benefits a Sprint solution offers, we will help you:

- ◆ **Build a powerful future-proof network** backed by 25 years of Managed Services expertise with flexible access options like Ethernet, DSL and wireless for mobile users
- ◆ **Optimize availability, utilization and performance** with end-to-end Quality of Service and Class of Service provided at no additional charge
- ◆ **Ensure consistent, reliable performance**, including best-in-class latency/jitter, with Sprint's congestion-free core

- ◆ **Maximize your investments and reduce uncertainty** with predictable monthly pricing and a cost effective network migration
- ◆ **Ensure business continuity and protect vital data** at every level of the network including cloud-based and premise-based security solutions
- ◆ **Efficiently deploy voice, data and video/telepresence** applications nearly anywhere, anytime to any device with global capabilities that reach 165 countries enhanced by in-country service and support
- ◆ **Easily integrate applications**, such as Unified Communications, Fixed Mobile Convergence and more, with a network foundation built on Sprint Global MPLS, SIP Trunking and Sprint Mobile Integration

Proposed Solution

Sprint's Global Internet, Global MPLS VPN and suite of Managed Solutions provide speed, security, resilience and security to power your network and your business and is the ideal solution for the SPO. You will immediately benefit from Sprint's industry leadership role and its reputation as a true technology innovator. Sprint maintains one of the world's largest and most reliable Internet backbones. An industry-leading global IP network, Sprint creates a direct connection from our customer's business to the nearest Sprint node for one-hop access to most of the world's Internet content. Sprint's Dedicated IP service provides the scalability and end-to-end performance that SPO demands.

As the Yankee Group recently stated, MPLS VPN provides an efficient solution, especially convergence – the integration of voice, video, data and wireless. Nemertes Research's PilotHouse Awards echoed this message when it awarded Sprint the Top MPLS provider (2 years running) and the Top Managed Network Services provider in 2011.

Likewise, are you demanding enough support from your existing network provider? Sprint understands the many hard and soft costs that can be associated with implementing, managing and maintaining a global telecommunications network. We would like to emphasize that the following services are provided to the SPO anywhere in the world you require and the tools we provide are designed to further enhance your Sprint networking experience at no additional cost:

- ◆ Dedicated Global Account Management Team
- ◆ Class of Service (CoS)
- ◆ Industry-Leading SLAs
- ◆ Network Management Tools
- ◆ Flexibility in Network Management and Pricing
- ◆ Transparent migration of services

In contrast, many other service providers treat these additional services as “optional extras.” An apparently low contractual cost is signed by their customers for basic services, but the real cost of installing and operating a network soon balloons beyond the base cost. Sprint believes it is irresponsible to treat project management as an optional extra, or to ignore the benefits that service management brings. In addition, Sprint finds it a false economy that many of our competitors charge for CoS – the whole point of MPLS, so why charge extra to use it?

Dedicated Global Account Management Team

With Sprint as your transport provider, the SPO can depend on a single point of contact to deliver a complete end-to-end networking solution and for expeditious ongoing support. This support includes:

- ◆ In-Country Global Account Manager(s)
- ◆ Solutions Design Engineer
- ◆ Global Program Manager
- ◆ Global Services Manager
- ◆ Customer Lifecycle Support Manager

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

- ◆ Provide a tenured, knowledgeable and responsive account team with lifecycle support for ordering, implementing and maintaining the SPO network.
- ◆ Provide dedicated, experienced engineering staff that can consult on projects, including a dedicated Solution Design Engineer, a dedicated Project Management/Implementation Manager and on-site support resources as part of our Managed Solutions offering if requested.
- ◆ Conduct operational meetings to review service performance statistics, network diversity, billing, contract details and other miscellaneous issues.
- ◆ Define specific escalation procedures and best-in-class response times.
- ◆ Manage your entire network including service initialization, proactive monitoring and fault management by employing standard and repeatable procedures and configurations that are designed, implemented, and supported by a single provider.

Class of Service

Our flexible Class of Service solution delivers consistent performance, helping you support real time traffic, in a cost effective manner. This is included as a standard feature with the purchase of MPLS service – saving you money compared to other providers.

- ◆ Cost remains flat regardless of application or traffic prioritization changes
- ◆ Competitor CoS fees can grow significantly as your real-time application needs grow

In addition, including CoS provides our solution more inherent support of network convergence and real time applications. This flexible solution can be complemented with Managed Services, but unlike offerings from other providers, CoS is not tied to managed service solutions. With Sprint, The SPO can prioritize their traffic and be assured that what is important to your business is delivered to the destination.

Industry-Leading Service Level Agreements

Sprint provides end-to-end SLAs at no additional charge to ensure your data arrives quickly and securely.

- ◆ **Congestion-free network commitment** backed by performance SLAs including jitter, delay, packet loss and site availability.
- ◆ **Detailed and summary end-to-end reporting** enables easy network performance validation
- ◆ **SLAs apply to all traffic** including video and time-sensitive business applications
- ◆ **Fully flexible, global CoS profiles** can be adapted to the SPO needs

Network Management Tools

Sprint provides customer-tailored solutions by making network management optional, supporting multiple protocols, and providing multiple access options. Sprint tools, including our best-in-class Compass customer portal for monitoring and managing your MPLS network, is included with your MPLS network. This tool provides the SPO with the information necessary to optimize, troubleshoot and efficiently manage your IP-based WAN solutions with 24x7 web portal access to check the status of your network, submit change requests, track trouble tickets, and view performance reports for your enterprise environment.

Flexibility in Network Management and Pricing

Sprint has designed its networks from the ground up - to work well together - rather than obtaining them through acquisition. The Sprint network foundation is unique in the industry. Our competitors have pieces but none has the breadth and depth of network assets across all segments Sprint possesses. As a full-service provider, Sprint has one of the industry's most advanced IP/MPLS backbone networks.

- ◆ **Simplicity of Network Architecture** – Sprint IP/ MPLS VPN is based on a single, unified IP architecture. This allows the SPO to not only tap into the power of IP, such as flexible CoS and multicasting, but also eliminates the need to stitch together and manage across various technologies. Sprint's reliable and predictable network offers consistent functionality and performance.
- ◆ **Cisco Powered Network** – Sprint's 100% Cisco-powered MPLS VPN has received Cisco Powered Network (CPN) accreditation and Cisco Multi-Service Network (CMSN) accreditation.

Whether you require management of all or just a portion of your network elements (e.g., network transport, routers, wireless modems, VPN gateways, switches, hubs, servers, applications, CSU/DSUs, firewalls, and intrusion detection), Sprint has the right solution for you. MNS packages are network-agnostic and can support any Sprint or third party transport services.

Sprint offers a comprehensive, life-cycle approach to your managing your networks which will save you time, money and help you solve technology challenges well into the future. Our flexible solution tiers allow you to combine service elements and choose the right level of support for your business.

Transparent Migration of Services

Sprint understands the key to a successful implementation depends on a detailed project plan and the skill of the people assigned to manage the project. With more than 100 years of experience in the industry and the completion of many successful large global network implementations, the SPO can have the confidence a seamless network migration is our top priority.

Sprint's team of senior experts will coordinate and manage the transition and implementation, including the development of a project plan with a timeline and milestones for each phase of the migration. Project planning begins in advance of any contract award and will continue throughout the lifecycle of our strategic partnership with the SPO. As an experienced provider of MNS, Sprint understands the challenges of maintaining network quality. We look forward to developing a customized solution for your business.

Technical Requirements

2.1 GENERAL

The Offeror must provide a response to all requirements in Section Two, Technical Requirements.

The Offeror must first respond with the level of compliance: “Comply”, “Does Not Comply”, or “Exception” to each paragraph. (See Section 3.2.5) Then, for “Comply” responses, the Offeror shall submit a detailed explanation, diagrams, and other descriptive information as to how the technical requirements will be accomplished. For “Exception” responses, the Offeror shall explain what portion of the requirement that it is able to meet and what portion it is unable to meet and the proposed alternative or modification, if any. The State will evaluate the “Exception” responses and make a determination if the response will be considered acceptable.

Comply

2.2 QUALIFICATIONS

Section 2.2 describes the minimum qualifications required for participation. Failure to Comply with any of these requirements may result in disqualification of the Offeror. Responses to these questions must be answered in Schedule C found in Section Six.

2.2.1 Meets the Technical Support Requirements

2.2.1.1 Offeror shall be able to provide toll free telephone support via a technical support center which is staffed 24 hours a day, 7 days a week, 365 days a year (24x7x365).

Comply: The Business Technical Service Assurance Center (BTSA) provides most post-installation trouble management support for Sprint Business customers which include the following functions:

- ◆ Receives trouble reports from the customer and collects all pertinent information necessary to support timely resolution.
- ◆ Provides online chronic identification and analysis at the time of ticket entry.
- ◆ Tracks resolution activity via the Trouble Reporting System (TRS) and Customer Information System (CIS).
- ◆ Obtains trouble report status updates and closure information from the fix agencies.
- ◆ Escalates resolution activities as required to the appropriate fix agency management levels.
- ◆ Communicates and coordinates trouble report information with the fix agencies to the appropriate technical support group.

Trouble Reporting and Escalation

It is important for the SPO to report service problems to Sprint’s Business Technical Service Assurance center (BTSA) in a timely manner. The BTSA is available 24x7x365. The sooner a problem is reported, the sooner the BTSA and the appropriate fix agency can isolate the problem for quick and efficient resolution. The SPO can open a trouble ticket in one of three ways:

- ◆ Call the BTSA directly at:
- ◆ Government Non-Compliant Customers: 800-726-0201
- ◆ Use Sprint InTouch, an electronic means of accessing BTSA services, to report the trouble using the Internet. The SPO can register to report problems through this web tool.

- ◆ Use Compass, an enhanced, consolidated customer IP/MPLS portal that allows the SPO to perform self-service activities as in opening and submitting trouble tickets.

IP Services (IPS) is the group within Sprint Network Services responsible for managing all Sprint IP Services, including SprintLink, Dedicated Internet Access (DIA), Global Multi Protocol Label Switching (GMPLS), Peerless IP (PIP), GMG DSL and Network-Based Virtual Private Network (NVPN). Encompassing a Tier-I customer-facing team, Tier-II and III technical support teams, and a Tier-IV advanced technical support team, IPS provides proactive network surveillance and technical support 24x7, from 3 geographically diverse network operations centers (Reston, VA, Atlanta, GA, and Maitland, FL). These centers are staffed with operations specialists, analysts and engineers with technical expertise in managing large scale IP networks. Many of these associates hold leading industry certifications including Cisco's prestigious CCIE certification.

IPS constantly monitors the health and quality of the Sprint Global IP network, and manages customer-impacting events on both a reactive and proactive basis.

Reactive Network Management

IPS works with the Sprint Business Technical Service Assurance center (BTSA) in Atlanta, Georgia to facilitate reactive network and trouble ticket management for all of Sprint's IP customers, and offers an enhanced NOC-to-NOC option for qualifying customers whose business requirements warrant heightened monitoring visibility and enhanced support. Customers may contact the BTSA at any time to initiate a trouble ticket; any subsequent troubleshooting, status updates, or coordinated testing that follows is arranged with the customer via BTSA.

- ◆ NOC-to-NOC status avails the customer of dedicated trouble ticket queues, augmented outage sensitivity and proactive alarm thresholds, and a direct line to the IPSA Network Operations Center (bypassing the BTSA).

Proactive Network Management

IPS employs a state-of-the-art Network Management Infrastructure to monitor the Sprint Global IP Network in real time, correlate fault detection and isolation with trouble ticket creation, and drive planned and unplanned outage notifications. Some of the key components of this system are:

- ◆ Nerve Center – Receives, correlates and filters actively polled and trapped SNMP alarms from all managed router and switch nodes in the IP Network.
- ◆ SysEdge – Receives, correlates, and filters SNMP alarms from all managed Sun Server nodes in the IP Network.
- ◆ NetCool – Using proprietary applications developed by Sprint, IPS gathers additional information and applies rules processing to Nerve Center and SysEdge alarms before presenting them to the Network Operations Center via the NetCool Motif desktop client.
- ◆ IPSA Ticket Automation – Interfaces with Sprint's Trouble Reporting System (TRS) and NetCool to automatically generate trouble tickets after certain event thresholds are met.
- ◆ ISA-ITP - Immediately after auto ticket generation, the suspect circuit or node undergoes a series of initial automated diagnostics to gather relevant information for IPS Tier II & III troubleshooting efforts. The ISA-ITP application evaluates the outage type and customer information to determine the proper fix agency to engage.
- ◆ Customer Management Center (CMC) and Emergency Network Services (ENS) – A subscription service through which IPS notifies the SPO account team of upcoming planned maintenance and unplanned outages: www.sprint.net/subscribe.

2.2.1.2 Offeror shall be able to initiate troubleshooting within 30 minutes of receiving a call and if necessary, deploy technicians onsite within two Business Hours of problem determination on Oahu and four Business Hours on the neighbor islands

Comply: Proactive Primary WAN Problem Identification – Sprint MNS will proactively identify a customer WAN circuit problem using proactive monitoring methods. Once the customer's WAN interface does not respond, Sprint's monitoring platform generates an alarm. Proactive Trouble Ticket Creation for Primary WAN – When an alarm is generated, Sprint MNS does not generate a proactive ticket immediately. Sprint MNS uses an alarm aging policy, which is a period of time (in minutes) that the alarm must be constantly present on Sprint monitoring platform before a ticket will automatically generate. For MNS Complete customers the following alarm aging policy is used.

2.2.1.3 The Offeror must employ a minimum of five (5) support technicians residing in Hawaii and support all islands where service is offered.

Comply

2.2.14 Offeror shall be responsible for continually monitoring and tracking the outage until it is resolved. Offeror shall provide a final status update after resolution.

Comply

2.2.2 Meets the Reliability Requirements

2.2.2.1 Offeror shall be able to provide circuit reliability that meets or exceeds 99.99% availability over the past two years for each offered service.

Comply: Please refer to the SLA documents in Appendix A.

2.2.3 Provides Basic Required Services

2.2.3.1 At a minimum, Offeror shall be able to provide Broadband Ethernet to the islands of Oahu, Kauai, Maui, and the island of Hawaii

Or

Internet Service Provider (ISP) service to Oahu of at least 300Mbps.

Comply: Sprint offers Ethernet services on Oahu for up to 10 gigabit per second (gbps) and offers up to 2.4 gbps to the other islands of the State of Hawaii.

2.2.3.2 All neighbor island services must be able to terminate on Oahu.

Comply

2.2.4 Ownership of Network Infrastructure

2.2.4.1 Offeror shall be directly responsible for the monitoring, management and maintenance of its telecommunication infrastructure and its associated network equipment. Offeror must have direct control of the management and maintenance of its network backbone infrastructure.

Comply

2.2.5 Existing Installation in the State of Hawaii

2.2.5.1 Offeror shall be an experienced provider of the proposed telecommunication services with existing installations in the State of Hawaii.

Comply

2.3 TELECOMMUNICATION SERVICES

This section describes the desired technology solutions to be provided from Offerors. As identified in Section 2.2.3.1, Offerors are required to provide a minimum of Broadband Ethernet service or Internet Service Provider services.

2.3.1 Broadband Ethernet

2.3.1.1 Broadband Ethernet service shall be offered as a routed (layer 3) and/or non-routed (layer 2) service. Routed services shall offer the ability to support Virtual Private Networks (VPNs) that can provide logical separation of traffic on a single physical connection.

Comply: Sprint Ethernet services are Layer 3 and provide a routed service with the ability to support Virtual Private Networks (VPNs) and logical/virtual separation of the traffic on a single physical connection using Virtual Local Area Networks (VLANs).

2.3.1.2 Offeror shall provide encryption services as part of the VPN service.

Comply:

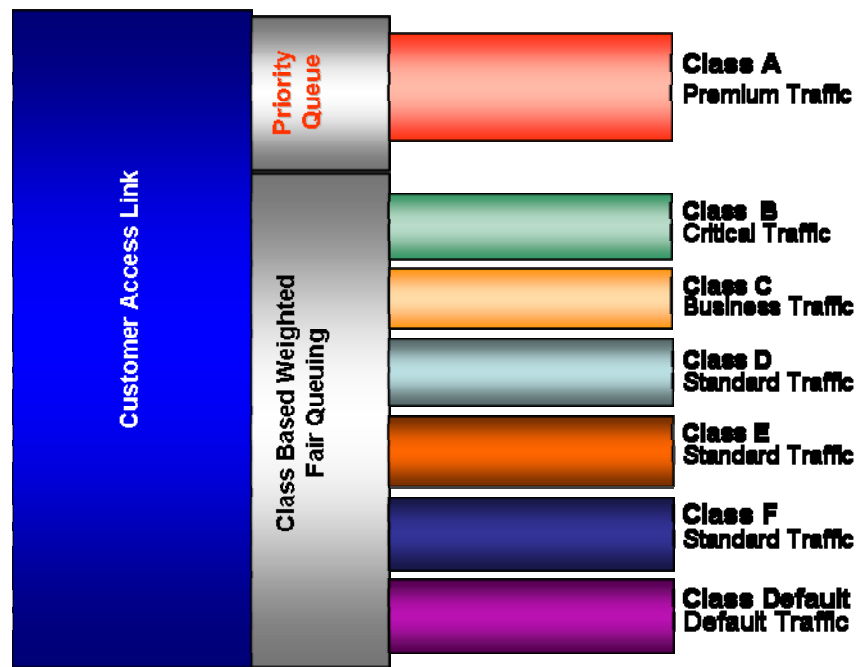
Sprint VPN services can be offered using two options:

- (1) - Sprint Global MPLS: This is a private network based on RFC4364. : MPLS VPN security is equivalent to that of other Layer 2 technologies (e.g., Frame Relay). Customer data is completely segmented from any other entity; each customer's data flow is segmented at the Sprint network edge router via virtual routing and forwarding, and again when it traverses across Sprint's Global IP backbone via secure tunneling. Sprint's Global MPLS VPN offering represents a distinct and new network with newly deployed MPLS edge routers. **No component of the customer's VPN is visible to unauthorized entities** or unauthorized access from the public Internet. Additional encryption can be added but it is not needed since this is a private network.
- (2) Sprint Managed VPN service: This is a service where the solution is based on a design that includes IPsec tunnels which provide encryption over a public network.

2.3.1.3 Offeror shall support quality of service/ class of service (QoS/CoS) capabilities necessary to support delay-sensitive and drop-sensitive traffic such as voice and video. Offeror shall detail its pricing structure if QoS/CoS is an additional cost item, along with discounts that will be provided.

Comply: Sprint's IP Class of Service offering, based on Differentiated Services (DiffServ) technology, allows for efficient use of existing bandwidth by giving priority to time-sensitive or mission-critical applications over non-critical applications during periods of congestion on the customer access link. Examples of high priority traffic include VoIP, business applications, and video transmissions. Low priority applications typically include web browsing and email.

CoS is included with the Global MPLS VPN service, and there are *no incremental charges for CoS traffic*. Sprint's CoS on its Global MPLS service supports up to seven queues (six defined, and one default), and supports customized traffic queues in addition to pre-defined queues.



Class of Services (CoS) Queues for GMPLS

CoS Queuing

Sprint's IP Class of Service offering is based on DiffServ (DSCP) technology for traffic classification and uses Priority Queuing and Class Based Weighted Fair Queuing (CBWFQ) for traffic scheduling.

Class Based Weighted Fair Queuing (CBWFQ)

CBWFQ allows a customer to define traffic classes and assign minimum bandwidth guarantees to each class. For CBWFQ, the weight specified for a particular class becomes the weight of each packet that meets the match criteria of the class. Packets that arrive at the output interface are classified according to the match criteria filters (ACLs) with application port numbers/names and IP Precedence bits (for Sprint configurations) that have been defined, and then each one is assigned the appropriate weight. The weight for a packet belonging to a specific class is derived from the bandwidth assigned to the class during configuration.

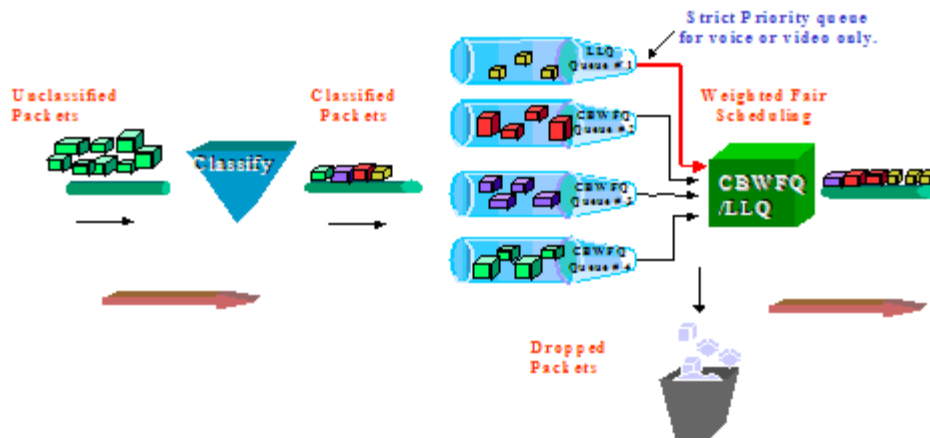
After the weight for a packet is assigned, the packet is "enqueued" in the appropriate class queue. CBWFQ uses the weights assigned to the queued packets to ensure that the class queue is serviced fairly.

Low Latency Queuing (LLQ)

LLQ works in conjunction with CBWFQ to create a strict "Priority Queue." The Priority Queue is the first queue reserved for delay-sensitive applications, such as voice or video. Any traffic in the Priority Queue will be sent first. When you specify the priority command for a class, it takes a bandwidth argument that gives maximum bandwidth. You use this parameter to specify the maximum amount of bandwidth allocated for packets belonging to the class configured with the priority queue command. The bandwidth parameter both guarantees bandwidth to the priority class and restrains the flow of packets from the priority class.

In the event of congestion, policing is used to drop packets when the configured bandwidth is exceeded. When congestion occurs, traffic destined for the priority queue is metered to ensure bandwidth allocation configured for the class to which the traffic belongs is not exceeded.

Sprint recommends the Priority Queue be reserved only for Voice over IP (VoIP) or Video over IP traffic. If both VoIP and video traffic are used, the video traffic will be placed into the second class.



Class of Service (CoS) Queuing - CBWFQ and LLQ used to prioritize IP traffic

2.3.1.4 Offeror shall be able to provide Layer 3 any-to-any connectivity between the offered Broadband Ethernet service and other offered services.

Comply: Sprint offers the flexibility to design the network services in any of the three options:

- ◆ Any to any connectivity
- ◆ Hub and spoke connectivity
- ◆ Partial hub and spoke connectivity

2.3.1.5 Offeror shall identify all supported routing protocols.

Comply: Supported routing protocols with the MPLS service include BGP, EIGRP, OSPF, and Static routing.

Supported routing protocols with the Internet service include BGP and static routing.

2.3.1.6 Offeror shall be able to provide up to 100Mbps of bandwidth per circuit or greater.

Comply

2.3.2 Digital Subscriber Line (xDSL)

2.3.2.1 Offeror's providing Digital Subscriber Line service shall provide a minimum of 1.5Mbps download and 384Kbps upload.

Not applicable as Sprint will not be bidding these services.

2.3.2.2 xDSL circuits should allow for the direct termination into the State's private network.

Not applicable as Sprint will not be bidding these services.

2.3.2.3 Line charges for specific speeds shall be consistent across all supported islands.

Not applicable as Sprint will not be bidding these services.

2.3.3 Frame Relay

Sprint recommends MPLS as it is more flexible and allows integration with other services such as wireless, voice, and network based services.

2.3.3.1 Frame Relay service must include the ability to provide fractional T-1, T-1, and DS-3 circuits.

Not applicable as Sprint will not be bidding these services.

2.3.3.2 Frame Relay service must offer various levels of Committed Information Rates (CIR) as an option.

Not applicable as Sprint will not be bidding these services.

2.3.3.3 Frame relay circuits should allow for the direct termination into the State's private network.

Not applicable as Sprint will not be bidding these services.

2.3.3.4 Line charges for specific speeds shall be consistent across all supported islands.

Not applicable as Sprint will not be bidding these services.

2.3.4 Point-to-Point Dedicated Line

Point-to-Point Dedicated Line service shall be offered in various fractional T-1 speeds in addition to T-1, DS-3, and OC-3.

Comply

2.3.5 Internet Service Provider (ISP)**2.3.5.1 Offeror shall provide a physical Ethernet interface.**

Comply

2.3.5.2 Offeror shall provide ISP connectivity up to 1Gbps or more.

Comply

2.3.5.3 ISP shall optionally offer a 1Gbps physical interface for speeds less than 1Gbps if the customer is obtaining services of 50Mbps or more.

Comply

2.3.5.4 ISP must provide a minimum of 10 class C IP version 4 (IPv4) subnets.

Comply

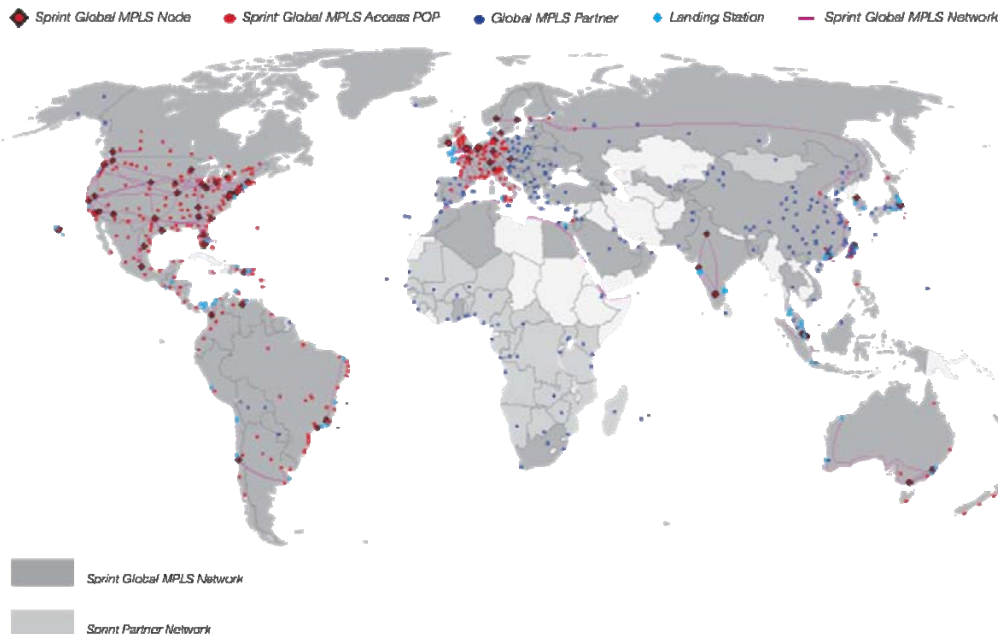
2.3.6 Other Services

Offer can list additional telecommunications services that is not listed above but would be of value to the State.

Sprint's Global MPLS

Sprint's Global MPLS VPN solution is a Network-Based IP VPN available globally across Sprint's IP/MPLS backbone. For over seven years, Sprint has offered a solution to address the growing demand for MPLS VPN capabilities around the world plus and for Value Added Services (VAS) such as Network-Based firewalls, remote access services and IPSec half tunnel networking.

Sprint Global MPLS Map | World



This Global MPLS solution provides the SPO with an IP VPN solution with any-to-any intranet connectivity that is highly secure and provides a private means by which to connect your enterprise sites. In addition, the SPO can purchase VAS, such as Secure Internet Access with Network-Based Firewall, all on the same underlying network infrastructure. This solution is Network-Based meaning the SPO outsources the management of your enterprise inter-site routing to Sprint. Routing information is maintained and processed on Sprint's network edge routers versus on your CPE. With this Global MPLS VPN solution, Sprint has the ability to offer MPLS VPN over two distinct backbones - Peerless IP and Global IP.

Sprint introduced an advanced version of MPLS VPN in 2004 based on RFC 4364 (formerly 2547bis) delivered over Sprint's global native IP backbone infrastructure. Sprint's IP backbone carries the Cisco Multiservice Network designation, which certifies the network's performance and capabilities to support multiple time-sensitive applications such as voice and video. This allows Sprint to use the inherent benefits of its premier global IP network to offer customers an MPLS VPN solution that provides standard MPLS VPN functionality as well as high levels of performance, flexibility, and geographical reach to over 100 countries. The ongoing Sprint strategy is to continue investment in diversity and to continue to deliver a convergence of solutions and products.

Differentiators

Sprint is committed to providing our customers with a Global MPLS VPN offering that encompasses enhanced features and a high quality end user experience as part of our standard offering. As the only service provider with a wholly owned and managed global Wireline and national wireless network in the industry, we also offer the following as part of our standard offering:

- ◆ Global End-to-End Service Level Agreements (SLAs)
- ◆ Customizable Class of Service (CoS) at no charge, allowing the SPO to prioritize traffic and optimize network performance
- ◆ Multicasting – one-to-many broadcasts without requiring additional bandwidth
- ◆ Proactive service monitoring and notification from end-to-end with every port
- ◆ Global account support

Sprint is the first global service provider to receive the Cisco “IP VPN Multiservice QoS” Certification in addition to its proven leadership in providing innovative products. With our consistent recognition for network high performance and reliability, the SPO can be confident Sprint will help you design the network solution right for your business objectives.

Features

Key features of the Global MPLS VPN solution offered on the Global IP backbone:

1. **RFC 4364 MPLS VPN (formerly RFC 2547bis):** For the SPO, the desire for an MPLS VPN, particularly one based on RFC 4364 (the basic standard for MPLS VPNs) has become a de-facto requirement. Sprint’s Global MPLS VPN solution is a layer 3 MPLS VPN based on RFC 4364 and allows Sprint to fully meet this set of requirements.
2. **Optimum Security:** MPLS VPN security is equivalent to that of other Layer 2 technologies (e.g., Frame Relay). Customer data is completely segmented from any other entity and data flow is segmented at the Sprint network edge router via virtual routing and forwarding, and again when it traverses across Sprint’s Global IP backbone via secure tunneling. Sprint’s Global MPLS VPN offering represents a distinct and new network with newly deployed MPLS edge routers. **No component of the SPO VPN is visible to unauthorized entities** or unauthorized access from the public Internet.
3. **Solution Flexibility:** The Global MPLS VPN offering provides the SPO with ultimate flexibility when designing and implementing an MPLS VPN solution. You can select from a range of configuration and design elements which can be tailored to meet their specific business needs and requirements. These include:
 - ◆ **Routing Protocols** - The Global MPLS VPN solution can be deployed with a range of routing protocols. Static (Static has a 20 route maximum per port), BGP, and EIGRP are the standard (or default protocols) but OSPF can be used too.
 - ◆ **IP Addressing** - The SPO is free to manage its own address space or have Sprint assign it from RFC 1918 space.
 - ◆ **Network Topology** - A full mesh VPN topology is the default configuration, however, solutions can easily be configured as hub-and-spoke or partial mesh. More complex topologies (i.e., multi-VRF/VRF Lite) can also be supported but they may require a Special Customer Arrangement (SCA) to be established.
 - ◆ **Port Speeds** - Sprint offers a full complement of port speeds on the Global IP backbone; from fractional T1 to OC12, OC48, OC192, Fast Ethernet (FE) and Gigabit Ethernet (GigE), that allows the SPO to tailor bandwidth at each site to meet business requirements. In addition Sprint can directly connect its U.S. DSL product to Global MPLS VPN.
 - ◆ **Class of Service (CoS) and Multicast** - Global MPLS VPN ports include full CoS allowing the SPO to prioritize traffic utilizing up to seven customer defined queues *at no additional charge* regardless of the traffic allocation. In addition, multicast capabilities may be designed by a Sprint engineer and included with the service at no additional charge.
 - ◆ **Value Added Features and Services** – Optional Sprint features and services can be added to your Global MPLS VPN solution with no incremental CPE costs. These services will be provided over the same port used for site-to-site intranet communications and include Secure Internet Access (SIA), Remote Access, and Half Tunnel.
 - ◆ **Multiple Billing Options** - The SPO can select from either flat or usage-based billing options. Flat rate billing will provide a predictable monthly recurring charge, whereas usage-based billing allows the SPO to only pay for the port bandwidth actually utilized.

- ◆ **Wireless Access** - The SPO can choose to use Sprint-provided wireless access as an alternative to traditional "wired" last mile access. Wireless WAN connectivity is available as a primary access method or as a backup solution.
4. **100 % Cisco Solution:** Sprint has received the Cisco Powered Network (CPN) accreditation, was the first global service provider to receive Cisco's IP-VPN Multi-Service QoS certification, and was the first U.S. based global communications provider to achieve Cisco's TelePresence Connection Certification.
- ◆ The Cisco QoS Certification applies to the IP VPN Multi-Service and Metro Ethernet service designations in the Cisco Powered Network Program. This certification means Sprint has built its service over an end-to-end Cisco infrastructure and has undergone a third party assessment to determine that it meets Cisco best practices and standards for QoS. This includes the following intra-continental performance requirements for delivery of real-time voice or video packets from customer edge to customer edge:
 - Maximum 150 ms 1-way delay for voice/video packets
 - Maximum 1-way packet jitter of 30 ms for voice/video traffic
 - Maximum voice/video packet loss of 1.0%
 - ◆ Sprint exceeds Cisco's standards for supporting real-time voice and video packets by offering the following standard end-to-end SLAs:
 - Maximum 125 ms 1-way delay for voice/video packets
 - Maximum 1-way packet jitter of 10 ms for voice/video traffic
 - Maximum voice/video packet loss of 0.1%
 - ◆ This allows Sprint to leverage the inherent benefits of our premier global IP network to offer the SPO an MPLS VPN solution that provides standard MPLS VPN functionality, as well as high levels of performance, flexibility, and geographical reach.
5. **Detailed Reporting:** The SPO can access the Compass portal at www.sprint.net to view detailed operational data to manage and optimize your network experience. Compass is included standard with Sprint IP/MPLS solutions at no additional cost and provides the SPO with insight regarding circuit operational status, port inventory, router configurations, CoS policy settings and performance as well as many other operational metrics. These metrics go beyond the CPE and provide a view into your configurations in the Sprint network edge router.

Sprint Data Link

With Sprint Data Link, the SPO benefits from an innovative wireless networking solution that affords mobile or remote workers secure real-time access to your enterprise network. Sprint Data Link provides a direct connection between Sprint 3G (and now 4G¹) Network and the SPO network - regardless of your network provider. As a result, your data traffic does not touch the public Internet, and security is not compromised.

¹ Where available

In addition to secure access, Sprint Data Link provides flexibility to meet the specific requirements of your business. Sprint Data Link supports two primary applications:

- ◆ **Sprint Data Link for Wireless Wide Area Network (WWAN):** Sprint Wireless WAN represents a flexible, low-cost solution that can provide your company with a competitive advantage
 - As a primary access solution
 - Reduce costs – more cost effective when compared to traditional circuit based solutions such as Frame Relay
 - Improve cash flow and decrease risk– support credit card transactions in remote locations and become less reliant on cash transactions
 - Flexibility – reduces time-to-market and increases market penetration
 - As a back-up solution
 - Cost effective – a low cost back-up to wireline access compared to ISDN
 - Reduce risks – backs up mission critical applications required to drive cash flow and serve customers
- ◆ **Sprint Data Link for Mobile Access:** Using a Sprint Mobile Broadband Connection Device, your mobile employees can securely access the intranet, email and other mission-critical corporate applications – without the overhead associated with IPSec clients.

By giving employees wireless access to pertinent company information when and where they need it, the SPO benefits from reduced costs, improved customer service and increased productivity.

Sprint Data Link Features (general)

Many important features are inherent in both Sprint Data Link applications:

- ◆ **Proxy authentication:** You determine whether you need to purchase and host an AAA server or leverage a Sprint-hosted AAA server, eliminating the need, costs and time required to manage your own AAA authentication servers.
- ◆ **Sprint-hosted RADIUS authentication:** You can manage your user names and passwords through a web-based portal.
- ◆ **Customer-specific / provided IP address options:** You can use a Sprint-provided pool or your own block allowing you to create Closed User Groups and restrict access and reducing the need for complex firewall configurations.
- ◆ **Static IP addressing:** You can assign specific IP addresses to devices to help track and monitor specific users and locations.

Sprint Data Link customers with optional Managed Wireless WAN services also benefit from:

- ◆ **MNS (Managed Network Services):** Sprint will monitor the Sprint Data Link connection; a standard feature when using Wireless WAN as a primary connection and ensures connection availability.
- ◆ **CPE support:** Sprint provides you onsite support for Wireless WAN during installation and in the event the wireless device fails; Sprint's service level objective is four hours to fix the CPE.

2.4 MANAGED SERVICES

Offeror shall describe optional managed network services that can be offered, such as security, network, connectivity, and device monitoring and management.

Comply: The strength of your business depends on the strength of your network. With Sprint Managed Network Solutions (MNS) the SPO can leverage our industry-leading technical expertise to keep your network running at peak efficiency. Whether it's planning, implementing or full end-to-end management

of your converged voice and data services, Sprint translates business communications needs into integrated solutions that optimize your network and align your IT strategy with business priorities.

Sprint MNS is critical to enabling complex business applications and next-generation technologies. When the SPO partners with Sprint network professionals, you benefit from:

- ◆ Simplified design, implementation and management of complex wireless and wireline converged solutions, including solutions that enable unified communications, such as Sprint Mobile Integration and SIP Trunking.
- ◆ Access to a worldwide network that enables instant communication and collaboration.
- ◆ Cost savings from increased network efficiencies and availability.
- ◆ Comprehensive, round-the-clock surveillance backed by 25 years of network security solutions expertise.
- ◆ Professional expertise in IP Convergence, Wireless and Security.
- ◆ Proactive software upgrades and maintenance.
- ◆ Ability to manage global networks in over 165 countries.

Experience Managing Networks

In 1993, Sprint created a Managed Services group to provide a service offering consisting of router equipment and services that worked in conjunction with Sprint's Frame Relay transport. The first customer network was installed in 1994. As new technology developed, the service offering for MRN grew from Data to include Voice and Security and a variety of transport types such as Internet Protocol (IP), Asynchronous Transfer Mode (ATM), Virtual Private Networks (VPN) and Multiprotocol Layer Switching (MPLS). Additionally, we now support many different types of equipment across multiple vendors. As the world of technology has grown at top speed over the past several years, Managed Services has strived to create the industry standard, with constant marketplace research under way to identify and certify the best new technology and devices available to our customers.

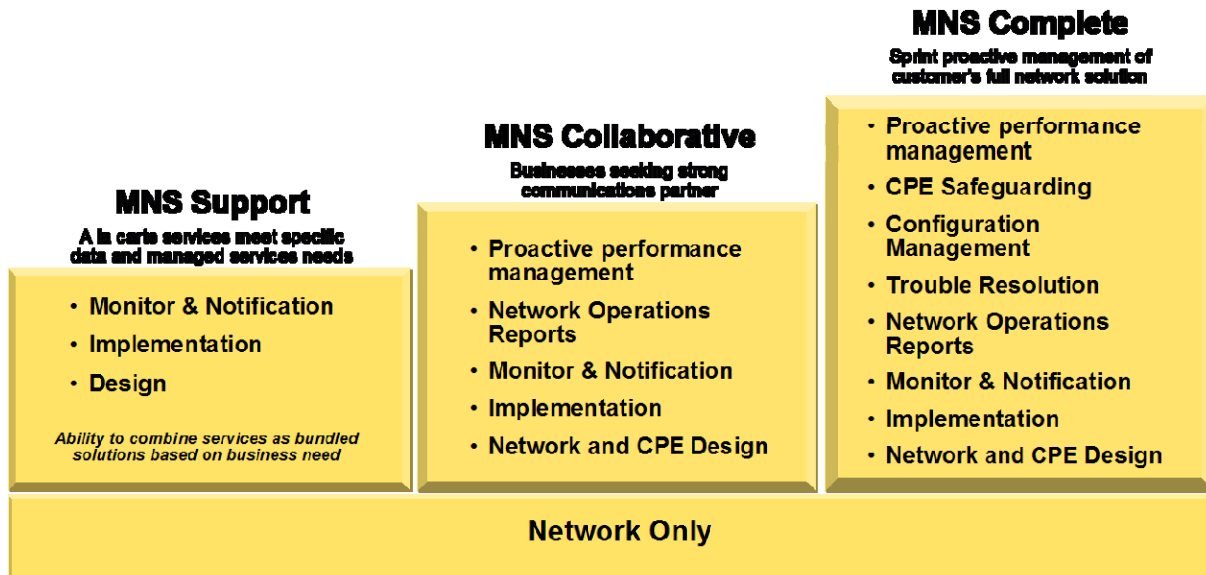
Today, Sprint's Managed Network Services (MNS) offers a one-stop network integration and management solution. With MNS, Sprint's customers receive comprehensive design and management services with around-the-clock real-time monitoring. MNS is a suite of services that brings a total internetworking solution to the customer. From the beginning of the network planning process, Sprint Managed Services is engaged to ensure that the implementation of devices and transition to MNS are as transparent as possible. With an engineering staff where 13 are Cisco Certified Internetwork Experts (CCIE) and approximately 160 associates who are in various stages of Cisco certification, and other associates holding Blue Coat, Checkpoint and Juniper certifications, Managed Services is available to assist with all customer needs. The customer is provided with an outstanding opportunity to fine tune their networks and ensure that the equipment and transport being utilized drive at the desired network capabilities.

Growing with customer demand, we now offer many different service offerings to ensure that each customer network is monitored and managed in a way that fits the customer needs most closely. Our standard model, MNS Complete, offers fault management support and customer care support on a 7x24x365 basis for our Sprint certified devices. Sprint Managed Services is truly a dynamic organization, on the edge of innovation, with many service offerings, one of which is sure to meet your customer's needs

Service Tiers

Whether you require management of all or just a portion of your network elements (e.g., network transport, routers, wireless modems, VPN gateways, switches, hubs, servers, applications, CSU/DSUs)

Sprint has the right solution for you. Managed solutions are network agnostic and can support Sprint or third party transport services. The SPO may choose from a variety of features:



Key Solution Highlights

Whether the SPO is building a new network or upgrading an existing one, Sprint engineers can guide you in evaluating your total business communications needs. We will work with you to consider current needs and provide an integrated plan that takes future requirements and technology trends into consideration.

Plan, Design, Implement: Sprint technical professionals help plan, design, implement and optimize your network through integrated managed solutions. Our expert engineers will:

- ◆ Design your backbone network
- ◆ Configure managed network devices and software
- ◆ Determine bandwidth requirements
- ◆ Deploy network security solutions based on your unique requirements

Sprint will provide as much assistance as needed, from simple implementation to complex end-to-end network design and management.

Proactive Monitoring: With Sprint MNS, you can leave your network performance concerns at the office. Highly qualified network specialists at the Sprint Solutions Network Operations Center proactively maintain and manage your LAN/WAN network and devices 24/7, enabling you to focus on your core business.

Trouble Isolation and Resolution: Sprint maintains stringent guidelines for handling customer concerns to ensure your network is operating at its best. The experience gained from managing customer networks for more than 25 years enables Sprint to expertly identify and isolate issues, quickly troubleshoot the root cause and restore your services.

Customer Portal: The SPO can submit change and service requests online, open trouble tickets, view status of trouble tickets and service requests and access critical performance data right from their desktop. Online real-time and historical performance reports can be personalized to display exactly the data you specify. With daily, weekly and monthly network performance reports you can better plan network bandwidth and minimize network inefficiencies.

Performance Reporting: Get in-depth, end-to-end visibility of your network with no hardware investment. This online tool features rapid setup, anything-anywhere access, technology that's future-proof and a 24/7 help desk to ensure you get maximum value from your service. It offers the capability to collect and analyze data utilizing Simple Network Management Protocol (SNMP) from the network. The advanced reporting toolkit allows the Sprint Network Operations Center to generate graphics displaying performance in real time, over a period of time or projected into the future.

Security: Sprint customers rely on our expertise to safeguard their Sprint IP/MPLS networks. Our goal is to maximize value to the SPO by leveraging our broader range of WAN and Managed Security Solutions capabilities to address your entire range of networking requirements. Our network engineers design your Sprint network from the start with security in mind, taking a holistic approach to security partnering with you to optimize and protect your Sprint network through integrated premise-based products and services. We also leverage relationships with best-in-class security vendors to extend robust security solutions to virtually all parts of the world. Sprint has strict guidelines and processes in place to make sure that only authorized individuals have access to your network and information.

Administration: Sprint Managed Network Solutions experts will configure and store your device configuration for immediate device restoration. Additionally, you benefit from proactive patch and IOS upgrades and maintenance so you don't have to keep up with lifecycle device management; we do it for you. Sprint network engineers will also implement and manage your network changes, providing the speed flexibility to change as your business communications needs change.

Service Level Agreements: Sprint service level agreements (SLAs) focus on five key areas:

- ◆ Implementation Performance
- ◆ Site Availability (for high availability site configurations only)
- ◆ Network Change Requests
- ◆ Mean Time to Repair (MTTR)
- ◆ Proactive Outage Notification

In all areas Sprint will measure its actual compliance against the service levels defined in the contractual document and will process the SPO account credits if applicable.

2.4.1 Offeror shall allow a potential customer to try the service for 30 days without charge.

Does Not Comply: Sprint offers an extensive group of service level agreements to ensure all service offerings will be met.

2.4.2 Offeror shall ensure that all confidential information including network configurations, network diagrams, and IP addresses remain confidential and is only used to provide monitoring and management support.

Comply

2.5 PROVIDER NETWORK

2.5.1 Industry Standards

Offeror shall meet and be in compliance with the following industry standards:

- **Telecommunication Industry Association/ Electronics Industry Association (TIA/EIA)**
- **Internet Engineering Task Force (IETF)**
- **International Telecommunication Union (ITU)**
- **American National Standards Institute (ANSI)**

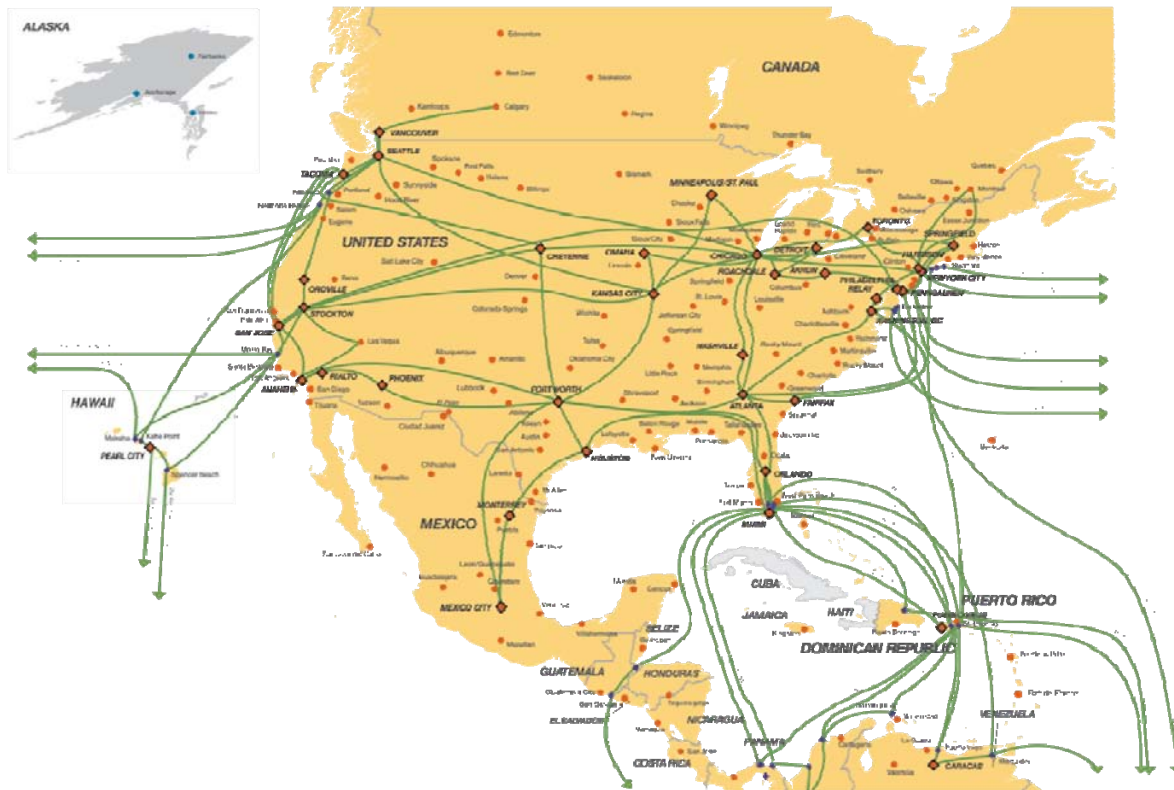
- **Building Industry Consulting Service International (BICSI)**
- **Institute of Electrical and Electronic Engineers (IEEE)**

Comply

2.5.2 Interisland Network (for Offerors providing services on islands other than Oahu)

2.5.2.1 Offeror shall provide a diagram of its interisland fiber network and Point of Presence (POP) switch locations.

Comply: Sprint leases interisland links including fiber and copper cables. All of our connections from the state of Hawaii Islands are homed back to our Pear City node. Sprint leverages the interconnection with the local carriers and the alternate access vendors, and uses their facilities on the different islands to connect back to the Sprint Pearl City switch site.



2.5.2.2 Offeror shall explain what parts (of the fiber network and switches) it owns and leases and what parts are owned by partner carriers.

Sprint leases interisland links including fiber and copper cables.

2.5.2.3 Offeror shall describe its POP switch type and switch capacity.

Sprint owns and operates a switch site located on the island of Oahu. The site interfaces with many local carriers. The switch site is capable of offering services up to 10 gbps of bandwidth, and uses Cisco Service Providers grade routers such as ASRs and GSRs. These routers are intelligent routing solutions that scale from 2.5- to n x10 Gbps capacity per slot, enabling carrier-class IP/Multiprotocol Label Switching (MPLS) networks and accelerating the IP Next-Generation Networks

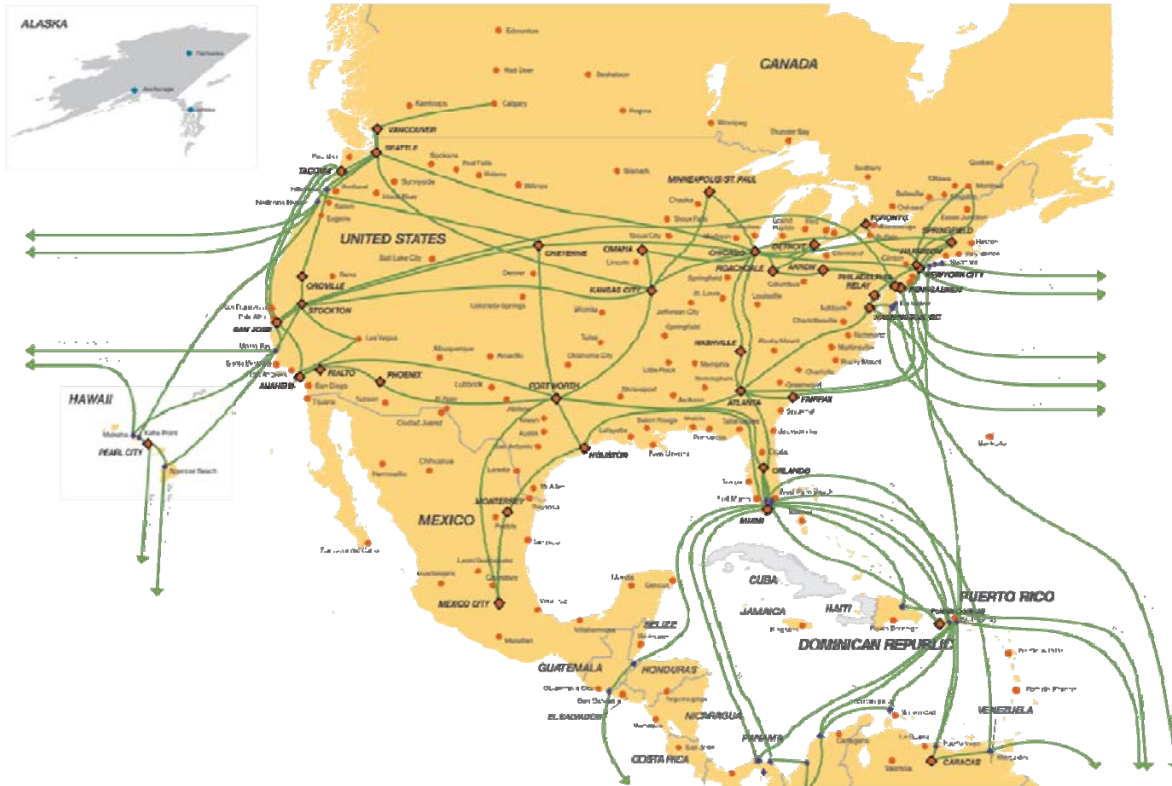
2.5.3 Interstate Network (for Offerors providing ISP services)

2.5.3.1 Offeror shall explain its interstate fiber network and identify the network redundancies in place.

Sprint leases multiple fiber cables into the State of Hawaii.

2.5.3.2 Offeror shall provide diagrams of its interstate fiber network and switch locations.

Comply:

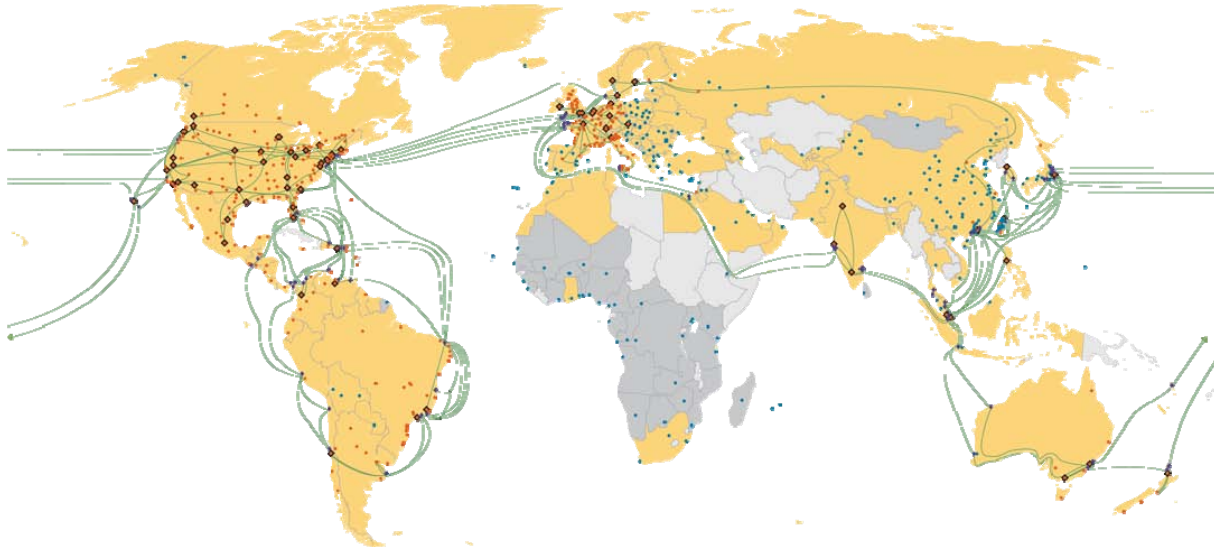


2.5.3.3 Offeror shall explain what parts it owns and leases and what parts are owned by partner carriers.

Sprint lease fiber on Japan-US and Southern Cross.

2.5.3.4 Offeror shall explain how it is connected to its international fiber network.

Sprint has an extensive presence worldwide including own and operated Sprint nodes, leased fiber, and in country representatives and engineers.

2.5.3.5 Offeror shall provide a diagram showing how Internet traffic is routed from the State**2.5.4 Network Design Objectives****2.5.4.1 Offeror must describe the design objectives used to minimize “over subscription” conditions on its network and the procedures used to insure these objectives are met. Offeror must provide its current performance including substantiating documentation.**

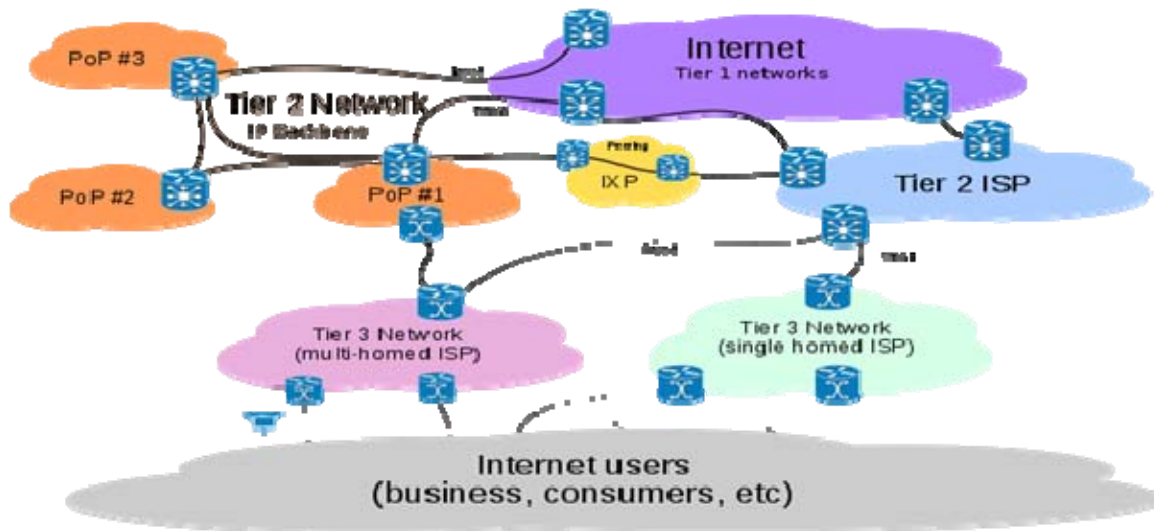
Sprint’s Dedicated Internet Access (DIA) offers an always-on connectivity to the public Internet. DIA customers use the service for fast, reliable access to the Internet for web browsing, research, email, file transfers and other e-commerce web-based applications. The SPO can purchase service based on the specific market where connectivity is needed for their location or best performance.

Key Benefits

Sprint leverages its network strengths and technology leadership to deliver reliable, high-performance Internet service to help meet the challenges of a growing and more sophisticated market; a demanding, mobile end-user work force; and an increasingly complex network infrastructure. In particular, Sprint’s DIA service provides:

- ◆ Worldwide availability – DIA in over 165 countries
- ◆ Flexible Bandwidth – full and fractional port speeds on the IP edge network so the SPO can tailor bandwidth at each site to meet business requirements and manage port costs
- ◆ Flexible Access Options – including Sprint Provided or Customer Provided access, Ethernet, DSL and Metropolitan Area Network options
- ◆ Class of Service – included as part of our DIA service at no additional cost
- ◆ Customer Web Portal – convenience of one tool providing performance reporting, network inventory, trouble ticketing, change request management, maintenance and real time testing.

DIA involves high speed, direct access to the Internet for both content providers wanting to host Internet sites and customers who need to access the Internet. Sprint is a Tier 1 Internet Service Provider (ISP) with one of the industry’s most advanced Internet backbone networks.



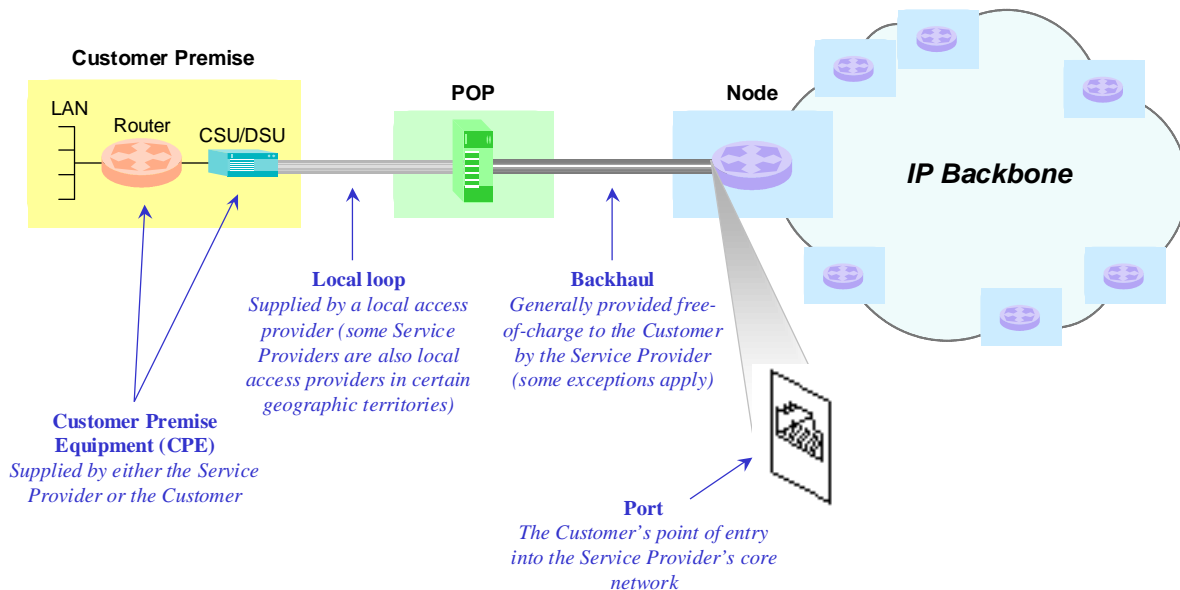
Drawing is for Reference Only and does not represent what Sprint will/will not offer

DIA service provides a range of bandwidth (port speed) options with several value-added services included in the following table:

Value-Added Capability	Description
Static Routing	The SPO can manually define the sub-nets supported. Data is forwarded in a network via a fixed path. Static routing cannot adjust to changing line conditions as can dynamic routing.
Dynamic/BGP4 Routing	This service allows the SPO router to dynamically adapt its routing decisions to changes in the IP network topology.
Domain Name Service (DNS)	Sprint provides Domain Name Service but does not provide DNS registration services.
IP Class of Service (CoS)	The Sprint IP backbone provides extremely high Quality of Service characterized by minimal packet loss, delay and jitter. This, in addition to Sprint's edge-based IP Class of Service offering, guarantees Quality of Service for customers the Sprint's IP services.
Multicasting	IP Multicast is a bandwidth-conserving technology that reduces traffic by simultaneously delivering a single stream of information to thousands of corporate recipients.
Managed Security Solutions (MNS)	Managed Network Solutions includes the direct management of the SPO solution, including WAN, CPE, Wireless WAN and local area network (LAN) devices such as switches, hubs and servers.

DIA Network Components

DIA works by providing the SPO with any-to-any internet connectivity.



The DIA technical architecture consists of the following network components:

- ◆ **Customer Edge (CPE) Router** – Also called the Customer Premise Equipment (CPE) and denotes the SPO physical premise router, that can be customer or Sprint provided. The CPE connects to Sprint's Internet Edge (GW) router via a routing protocol. This service does not require Cisco CPE nor are there any incremental requirements placed on the CPE.
- ◆ **Gateway (GW) Router** – Refers to Sprint's Internet Edge router to which the CPE connects.
- ◆ **Backbone (BB) Router** – Refers to Sprint's core routers. These routers are located in Sprint's network and only focused on transmitting traffic between the edge routers. These routers do not connect directly to CPE routers.

There are multiple elements that make up the SPO DIA configuration including routing protocol with traffic balance consideration, multicast, DNS, and other features to ensure the communication requirements are met.

It is customary in the telecommunications industry to define network reliability in terms of percent availability rather than Mean Time Between Failures (MTBF). MTBF statistics are more suitable for individual pieces of hardware.

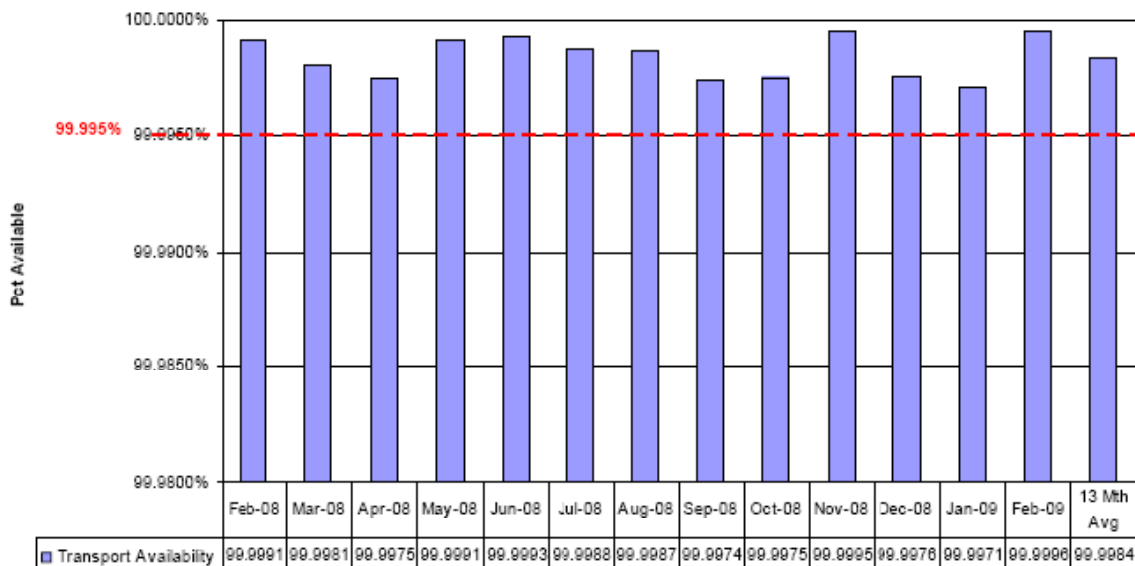
Sprint wireline network availability and reliability is achieved through a corporate commitment to maintain or surpass objectives. Sprint's objective for network transport availability is 99.995% or better, based on performance of our SONET/DCS protected network. Sprint's wireline network transport availability has exceeded 99.9% each month since August 2005.

Sprint built reliability into the system and continues to improve the network's reliability through the addition of new technologies such as digital cross-connect systems, reverse direction protection switches, and Signaling System 7.

Availability is calculated by number of DS3 minutes available monthly divided by the total number of DS3 minutes unavailable that month. DS3 unavailable minutes are calculated by multiplying the outage time in minutes with the number of DS3s affected.

Sprint Wireline Network Availability Statistics

Transport Availability



2.5.4.2 Offeror must describe its design objectives for transmission quality and reliability, as well as, procedures to insure these objectives are met.

Sprint's IP Class Of Service (CoS) products consist of allowing Sprint Dedicated IP and CPE-based IP VPN customers the ability to prioritize the queuing treatment of their application traffic during periods of congestion on both the egress port of their Cisco enterprise CPE router and the egress port of the SprintLink Gateway router they are homed to.

The SPO will have the capability to prioritize their traffic into 4 separate classes. Three of those classes will be customer-defined classes while the 4th class will be an implied class-default. Traffic not destined for one of the configured classes is sent to the class-default class, which will not appear in IOS show running configuration commands. The only instance in which it would appear would be if an explicit bandwidth argument was configured for it or one explicitly configures a class-default queue.

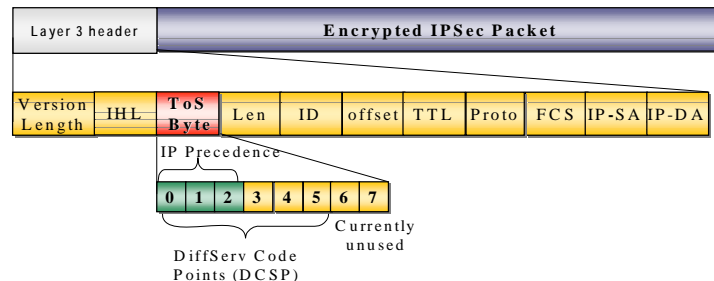
The only exception to the flexibility of configuring the three user-defined queues is that a queue configured as a Low Latency Queue (LLQ) via the Priority command can accept either packetized voice or video as the application type. Sprint will provide the SPO an overall recommendation concerning bandwidth allocation percentages to the 4 IP CoS queues, however, the customer will have the flexibility to change such allocations to their desired need.

The IP Class of Service product involves Cisco IOS configurations utilizing only Access Control Lists (ACLs) for Non-IP VPN customers. For IP VPN customers, a combination of ACLs and the 3-Bit IP Precedence field found within the Type Of Service (ToS) byte of the IP header are the classification mechanisms used to place specific application traffic types into their proper queues. Low-Latency Queuing and Class-Based Weighted Fair Queuing will be the queue management techniques utilized on the outbound CPE and Access Router interfaces.

Sprint will accept IP Class Of Service requests from customers whose Cisco enterprise CPE router is provisioned via T-1-based access links to a SprintLink Cisco 7507 or 7513 Gateway Router equipped with, at a minimum, a 2nd Generation R5000 Versatile Interface Processor (VIP2-50) with a minimum of 128MB of main memory (SDRAM) and 4MB of Static RAM (SRAM).

IP VPN Class of Service Configuration

Class of Service mechanisms for IP VPN customers are configured by using IP Precedence bits. IP Precedence bits are the first three bits of the Type of Service (ToS) byte. The ToS byte is copied outside the encrypted tunnel for prioritization purposes. Sprint follows Internet Engineering Task Force (IETF) RFC791 specifications for use of the IP Precedence bits for packet prioritization.



The IP precedence bits are set by the customer and configured on the customer's VPN device. Sprint will map the IP precedence values into priority queues as follows. Since Sprint will not have visibility into the encrypted packet, all customers must follow a defined IP precedence map which will be utilized during the design phase for prioritization of encrypted traffic.

2.5.4.3 Offeror must describe the scalability of the proposed telecommunication services.

Offeror shall include descriptions of their methodologies on how the proposed services address the following:

Sprint has established a presence domestically and globally to provide customers with:

Ubiquity – Offeror's ability to provide services throughout the State.

Comply: Sprint's local presence within the State of Hawaii for voice, data, and wireless services provide customers with a complete portfolio of products and services covering all islands. Furthermore, the physical and logical interfaces between Sprint and the local carriers have further expanded the ubiquity of our service offerings and our ability to expand our reach. Our wireless services also provide data services for small network connectivity and that can integrate with a private network design, which further expand the reach of our public and private data services.

Interoperability – the ability to deliver services that interconnect and communicate on open established standards.

Comply: Our products and services use protocols and interfaces that are either based on standards or RFCs making them interoperable with open established standards.

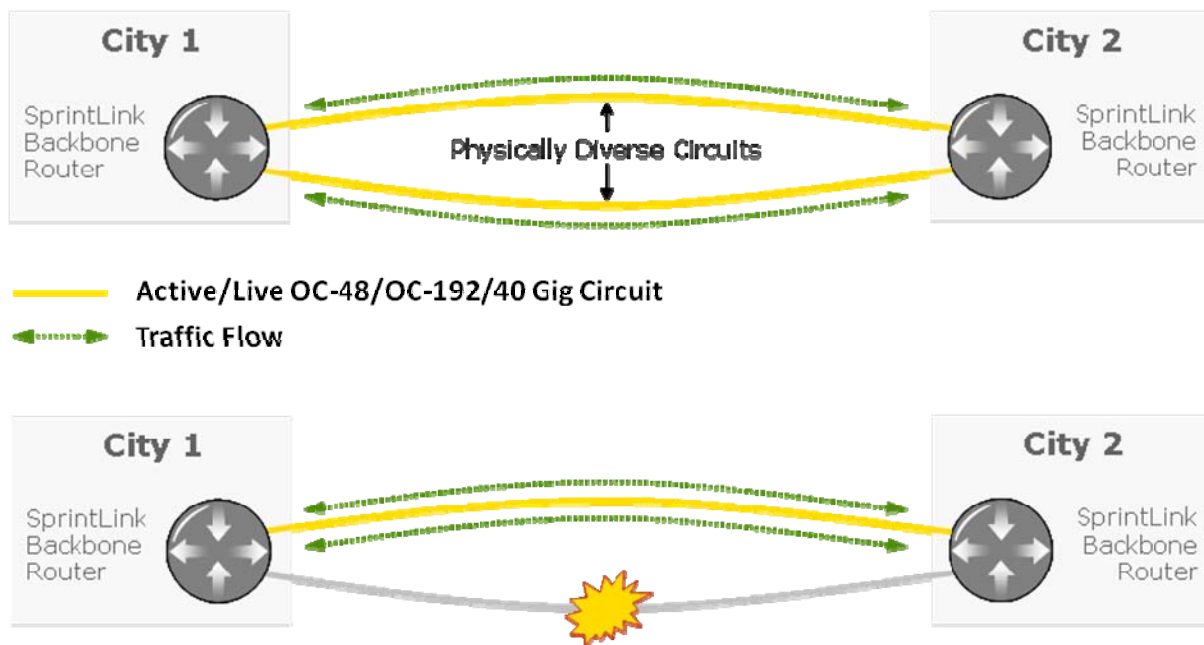
Scalability – the ability to increase delivery of services in number and/or size in a reasonable timeframe.

Comply: Sprint's network design and architecture is based on an internal 50% philosophy. Sprint's philosophy is that no network link is above 50% utilization. This philosophy allows Sprint to maintain a scalable network even in the case of failure. The Sprint team consults with customers to provide a solution that is flexible and that allows for future bandwidth upgrades and other services' enhancements.

Survivability – the ability to continue to operate or quickly restore services in the face of unanticipated incidents or disasters.

Comply: Sprint's IP network utilizes multiple logical adjacencies over physically diverse paths. Essentially, there are multiple diverse paths between any two nodes on the backbone. These backbone links travel over fiber physically diverse from other fiber paths. The IP Backbone actively run at less than 50% capacity and can reroute traffic. In the event of a fiber outage, only the adjacent router needs to be updated via the diverse path(s), rather than re-converging the entire network. Quick routing updates mean most outages will go completely unnoticed by our customers.

Additionally, in the event of a temporary outage of one or many network links, Sprint's low network utilization allows us to manage all customer routing requirements effectively. The IP backbone is consistently maintained below 50% capacity with upgrades scheduled to ensure utilization levels do not exceed this standard. The capacity available in the backbone ensures congestion-free service during normal operations and provides failover bandwidth in the event of one or more link outages. All network routers have at least two physical connections, redundant processors and redundant power supplies at all sites. Batteries and diesel generators provide backup power. Equipment is installed in secure Sprint facilities that are built to withstand natural disasters.



SprintLink Backbone Routers with Physically Diverse, Adaptable Circuits

All this will provide the SPO with:

- ◆ Redundant common equipment in all access and backbone routers to guard against service disruptions
- ◆ Primary and backup paths from access to backbone routers, ensuring there is always a working route for traffic
- ◆ Primary and backup paths between all backbone nodes (i.e., WAN links) for even better reliability

This equipment and link redundancy, efficient provisioning in the backbone, and load-balancing all combine to avoid congestion and protect our customers against loss of service.

Backbone Routers

Backbone routers perform the bulk of routing and switching functions within the Sprint network. Sprint uses Cisco 12000 series GSRs and CRS-1 series (CRS-1 applicable to MPLS only) backbone routers. The GSRs feature line cards with individual CPUs, enabling the router to continue operating even if a problem occurs on an individual line card. Previous routers relied on a central CPU, making the CPU a single point of failure. By aggressively adopting GSRs and CSR-1s as our standard backbone routers, Sprint can provide even greater network reliability to our customers.

Provider Edge (PE) Routers

Dedicated customer access to Sprint's IP/GMPLS backbone is available via multiple "local loop" technologies. These access options are provided on all Provider Edge (PE) Routers (also referred to as Gateway routers for DIA customers) where a given access technology is available. All PE Routers are dual-homed to Backbone Routers to protect against service disruptions. Offering speeds from 56 kbps-10 Gbps, all GMPLS circuits are terminated by these PE Routers.

PE Routers, like Backbone Routers, feature multiple layers of redundancy to ensure maximum availability. All Sprint Internet equipment is equipped with dual power supplies to reduce the likelihood of outages due to power failures. Batteries and diesel generators provide further back-up service. Router interface cards are "hot swappable" and may be removed or added during router operation without disrupting overall router availability. All Sprint IP equipment is dual-provisioned so a failure on a circuit or line card would not disrupt service, but instead, traffic would shift from the failed circuit to its adjacent active circuit. Sprint also stocks online and on-site spares of equipment.

Survivability Throughout the Backbone

As shown below, the Intermediate System - Intermediate System (IS-IS) traffic engineering protocol provides per-flow load sharing between dual paths. There are no single points of failure and automatic failures are over within milliseconds.

2.5.4.4 Offeror must describe the resiliency of the proposed telecommunication services to guarantee service level agreements in case of network outages or failures.

Comply: Sprint is a Tier 1 carrier providing services to other carriers. As a carrier's carrier, Sprint operates fully operational, Fully-Redundant Dual- NOCs in two different geographical locations on the continental US (see section 2.5.4.3 for more information on network reliability). As Tier 1 carrier, Sprint provides Service Level Agreements which financially support SPO's network availability and performance guarantees. The State of Hawaii's users who subscribe to Sprint IP or MPLS services can view their network performance as compared to the Sprint Global network with the Sprint Network web tool, Compass at www.sprint.net. (see section 2.9.1.5.4)

Sprint realizes that business depends on effective communications. That's why Sprint provides Transport SLAs for Installation, Availability, and Mean Time to Repair ("MTTR") with every contract on key data products. If Sprint fails to meet these metrics, an Eligible Customer may receive Service Credits. If an Eligible Customer believes Sprint has failed to meet Service Delivery Commitments, the Eligible Customer must contact its Sprint account representative in writing within fifteen (15) business days after the end of the Measurement Period in order to be eligible for the Service Credit.

Please see Sprint's Dedicated IP SLAs provided in Appendix A.

2.5.5 Network Security

2.5.5.1 *The State expects the Offeror to follow stringent security standards and commit to the following:*

- ***Current state-of-the-art security standards that is current within the industry for the proposed services.***
- ***Security Administration.***
- ***Physical site security.***

Comply

NOC Physical Security

In addition to the technical and logical security measures taken on the NOC infrastructure additional measures have been taken to physically secure the equipment from external access. These measures are:

- ◆ The NOC is located in a secure room that requires code key access. Access is limited to NOC personnel, NOC infrastructure maintenance and technical support resources.
- ◆ The NOC is physically occupied by operations personnel around the clock.
- ◆ The NOC server room is an additional secure room within the NOC. The server room also requires card key access for a limited sub-set of NOC personnel, and has a full suite of environment controls you would expect on a high-availability facility.
- ◆ The Sprint corporate network is not connected to the NOC infrastructure, in any way. Sprint Corporate resources are monitored from the NOC just like any of the other customers with the same level of controls in place.
- ◆ The center has a back-up generator that automatically engages in the event of power disruption. The building is operated on a separate back-up generator. Both generators can maintain power to the facility for more than three days without refueling.
- ◆ A UPS system is deployed, which provides additional power support in emergencies.
- ◆ Both the UPS and generator are tested weekly, with a monthly cutover to run completely on backup power instead of building power.

2.5.5.2 *Offeror shall describe its network infrastructures physical, logical and operation levels of security.*

The Sprint Network Management Platform is the central tool set used to monitor the SPO's network, maintain your data and present network reports to the Sprint web portal. Security features related to this portion of the management infrastructure are as follows:

Network Operations Center (NOC) Equipment Configuration

- ◆ The Sprint toolset is isolated from the outside world via firewalls and physical separation. For example, your network management connection is via the distribution router and traverses a firewall before access into the NOC.
- ◆ Remote access is not permissible into the management infrastructure switches and routers.
- ◆ Access to all NOC network infrastructures (console and Virtual Teletype/Terminal (VTY)) is controlled by a TACACS+ server located in the NOC server room. TACACS+ provides individual username/password combinations for all technicians. TACACS+ provides full authentication, authorization and accounting controls.
- ◆ The TACACS+ server is maintained in the secure server room, which is itself within the secure NOC environment. Two separate (and different) card key authorization levels are required to access the server room.

- ◆ The center uses a public address space for routing within the management center.
- ◆ Individual LAN segments, within the center, are created using physically separate switches, as opposed to VLANs. This limits any risks with configuration errors in the maintenance and expansion of the center.

2.5.5.3 Offer shall describe how its network infrastructure delivers reliable communication and how it provides data security and integrity.

NOC Data Management

The customer data flows into the management center and is stored in the Remedy database. The data in the Remedy database is managed as follows:

- ◆ Customer data is partitioned at the customer level within the Remedy Database. Data associated with a customer or set of customers is based on the Master Customer ID. This ID is used to associate data with a particular customer.
- ◆ Data is maintained in the Remedy database for a rolling 18-month basis. Sprint discards the data after 18 months (automatically).
- ◆ The Remedy database is backed up twice daily to ensure continuity in the event of system or hardware failure.
- ◆ Login and Passwords to the database are provided on an individual basis. The individual is then assigned to a group that defines access to the data. This includes NOC personnel and level of access is determined by job function.
- ◆ The security is provided on a database, table, record and field level, ensuring authentication and authorization is performed at all levels of data access.

Access to the Remedy database is limited to appropriate Sprint personnel through a Remedy Login and password management system.

2.5.6 Interface Requirements

2.5.6.1 The telecommunication services provided by Offerors must interface with existing State telecommunications systems in a transparent manner that does not negatively impact State users or the existing network infrastructure.

Comply: Sprint supports all of the standard interfaces. In the case Sprint does not support an interface as a standard service; a special customer arrangement will be processed to support a specific interface.

2.5.6.2 Offeror shall indicate what interface requirements are needed to support the proposed telecommunication services.

Comply: Sprint supports all of the standard interfaces. In the case Sprint does not support an interface as a standard service; a special customer arrangement will be processed to support a specific interface.

Standard interfaces include All of the ethernet interfaces (copper and fiber), T1, DS3, OC3, OC12, OC48, & OC192.

2.5.6.3 In cases where network wiring is required to complete a connection, the Offeror shall provide such wiring.

Exception: Sprint will make every effort to accommodate SPO's request. Costs may vary depending on situation before and past the demarcation point. The Demarcation Point is an established location agreed upon by the local access provider and STATE. Demarcation Point" means the point of interconnection

between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at a STATE premise.

Access at STATE Premise. With the exception of some circumstances with Ethernet installations, for Sprint-provided access, Sprint will provide the connection between the Sprint Point of Presence and the Demarcation Point. STATE is responsible for the connection, i.e. cable or wire, between the Demarcation Point and the STATE's suite. For STATE-provided access, STATE is responsible for the access from STATE's premise to the Sprint Point of Presence or Sprint Point of Presence Serving Wire Center, dependent on the access arrangement being purchased.

2.5.6.4 Offeror shall identify all network equipment that is not considered part of the agreement in which the State will need to provide the equipment and support.

Comply

2.5.7 Offeror Responsibility

It is the Offeror's responsibility to provide:

- **Solution architecture**
- **Required telecommunication services**
- **Installation and provisioning of the telecommunication services**
- **Network connectivity**
- **Final Testing**
- **Management, maintenance and support services**

Comply

2.6 NETWORK PERFORMANCE & SERVICE LEVELS

2.6.1 Circuit Parameters

Offeror shall describe its service level commitments for Annual Network Availability

Offeror shall provide equal or better Annual Network Availability than 99.99% (Percentage of time that the service is operational.).

Comply: Please see Sprint's Service Level Agreements provided in Appendix A.

2.7 TERMS

2.7.1 Multiple Terms

2.7.1.1 Services shall be available with multiple terms of 1 year, 3 year, and 5 year terms.

Comply

2.7.1.2 Larger discounts should be applied to longer terms.

Comply

2.8 BILLING

2.8.1 Start of Billing

2.8.1.1 Billing of all circuits must not begin until the circuit has been declared operational by the customer.

Comply: Sprints circuits start billing the day the circuit is installed and Sprint tested clear. Sprint's IPM, Implementation Project Manager will work closely with customer to coordinate circuit testing and customer acceptance on the same day.

2.8.2 Monthly Invoices

2.8.2.1 The Offeror shall prepare monthly invoices as directed by State departments, agencies, branches of government, and counties as stand alone accounts or parent and child accounts. State departments usually require separate billing by department, division, or branch.

Comply: Sprint has a flexible billing platform and will coordinate with the various State department and agencies to meet their invoice requirements

2.8.2.2 The billing period must be from the first of the month to the end of the month or a mutually agreeable period.

Comply

2.8.2.3 Billing for all services must be on a monthly basis with bills rendered within 15 days after the end of the billing period.

Comply

2.8.2.4 The Offeror shall prepare monthly invoices in two (2) copies for each billing account.

Exception: Sprint will provide the first copy free of charge. Additional printed copies can be provided for a \$5 charge per copy. On-line statements are available at no charge.

2.8.2.5 All monthly invoices must at a minimum identify the customer being billed, billing address, billing phone number, billing account number, billing circuit number, the type of service being billed, regulatory taxes/fees/charges, and the amount billed.

Exception: While Sprint makes every effort to comply, our billing system does not currently provide the location billing number on the invoice

2.8.2.6 Invoices shall be simple in format and easy for the customer to understand. If the Offeror uses company or industry specific wording (for example Universal Service Order Codes) on invoices, the Offeror shall provide definitions of the entries either on the monthly detailed invoice or on a separate document that defines the entries. Also, the use of codes in place of product descriptions will not be acceptable.

Comply: Sprint recognizes the importance of providing accurate, timely and easy-to read invoices for all products and services. In addition, Sprint realizes there may be a need for supplemental management reporting tools to assist the SPO in decision support, analysis of expenditures and allocation of costs. To address these areas of critical importance Sprint has developed a proactive process for the implementation of new contractual pricing, including consultative support for the design of the billing hierarchy, optimizing supplemental reporting and recommendation of the best electronic media services to meet your unique needs and requirements.

Sprint will assign a Business and Reporting Analyst (B&RA) to partner with the SPO and Sprint Sales Account Team on billing implementation and setup to ensure invoice accuracy. The B&RA will consult with key the SPO contacts to understand your telecom billing and reporting requirements and make appropriate recommendations for the optimal billing hierarchy, account structure, reports and billing media designed specifically for the SPO. As an existing customer, the B&RA will also review your existing services for contractual compliance to identify and correct potential billing errors prior to invoice run. Other services provided by your B&RA during implementation are:

- ◆ Act as Billing Subject Matter Expert during Contract Implementation

- ◆ Matrix manage billing implementation activities across organizations
- ◆ Identify existing services which do not meet contractual requirements prior to invoice run
- ◆ Review billing instructions for contractual compliance
- ◆ Gather billing requirements and provide hierarchy design
- ◆ Provide direction on requirements for new orders that meet customer requirements and contractual billing compliance
- ◆ Provide direction on service migrations to ensure future contractual billing compliance
- ◆ Matrix manage service conversions and/or consolidations during contract implementation

These activities are designed to ensure the new Custom Service Agreement/Master Service Agreement contract with Sprint is implemented on time and with no errors.

2.8.3 Late Payment Charge

Contractors are reminded that the State, from the date of receipt of an invoice (not the date billed or mailed), has 30 calendar days to process and pay the bill without a late charge by State law (Hawaii Revised Statutes §103-10). The Contractor must not send out late payment letters or assess late charges until the 30 days has passed.

Exception: Proposal verbiage - Contractors are reminded that the State, from the date of receipt of an invoice (not the date billed or mailed), has 30 calendar days to process and pay the bill without a late charge by State law” to “the State, from the date of receipt of an invoice, has 45 days to process and pay the bill without a late charge.

2.8.4 Education Discount

The Offeror shall participate in the FCC e-Rate discount program for schools and libraries.

It is anticipated that some services obtained under this procurement may be eligible for E-rate discounts which the Hawaii Department of Education (DOE) intends to apply for. Under the program, providers receive the full amount they contract for, however payment for the eligible goods and services is split between the DOE and the Universal Service Fund (USF).

The Offeror shall refer to the Eligible Services List (FCC Docket No. 96- 45) at the Schools and Libraries website at www.usac.org/sl. The Offeror is responsible for ensuring that all submissions are on the Eligible Services List, or if not, are so noted and priced separately.

Sprint has 14 years of experience participating and supporting all USF Programs. Sprint has a dedicated division and their primary focus is managing the end-to-end processes and documentation flow for E-Rate funded customers.

Sprint has four (4) assigned dedicated E-Rate specialists, three (3) Segment Field Specialist as well as a focused Legal and Regulatory Teams. Christina Halley is Sprint’s primary E-Rate point of contact. Ms. Halley’s contact number and the Sprint E-Rate Helpline are listed below.

Christina Halley, E-Rate Division christina.halley@sprint.com 12524 Sunrise Valley Drive Reston, VA 20196-3438 Desk Phone - 703-689-5533 Mobile -301-343-0794	E-Rate Helpline - 1-866-414-3225 E-rate Fax – 1-866-497-8675
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2.8.4.1 Any Offeror wishing to provide E-rate qualifying services to the DOE shall:

- **Possess a Service Provider Identification Number and provide it with the bid proposal. Call the Schools and Libraries Division at 888-203- 8100 for additional information.**

E-Rate SPIN Numbers:

Type of Service	Company Name	Services are Provided	SPIN Number
Wireline Services	Sprint Communications Company L.P.	Nationwide	143005695

For more detailed eligibility list, please visit the reference section at:

<http://www.universalservice.org/sl/>

Call the SLD Help Desk – 1-888-203-8100

Visit the Sprint Education website at www.sprint.com/k12/erate

- **Agree that the DOE's portion of the contract is subject to the availability of the discount to the DOE schools on a year-by-year basis.**

Comply

- **Agree to invoice the Schools and Libraries Corporation for the discount amount using the SLD approved forms and procedures.**

Comply

- **Agree to invoice the DOE only for the after-discount amount.**

Comply

- **Agree to assist the DOE in resolving any administrative issues that arise from the USF program.**

Comply

- **Agree that the order may be canceled, at the DOE's option, if the DOE does not receive the anticipated discounts.**

Comply

- **Not assess additional surcharges related to e-Rate processing for non-DOE agencies.**

Comply

2.9 CUSTOMER SERVICE

2.9.1 Network Support

- 2.9.1.1 Offeror must have a full-time network operations center, preferably located in the State of Hawaii, who are ready to take trouble and technical assistance phone calls 24 hours a day, 7 days per week, as the State has workers on shifts, flex time, and overtime who may report a problem. Prompt response to problems is required.**

Comply: The Sprint network is managed by several management and control centers located in geographically diverse locations throughout the U.S. and internationally. In addition, there are back-up facilities for each control center.

Locations and Staffing

The IP Services team has five Network Operations Centers (NOCs) based on the service and the problem. The NOC for the IP network core is located in Overland Park, Kansas. There are four other control centers supporting network edge services located in Reston VA, Atlanta GA, Maitland FL, and India.

The IP Core NOC, the Sprint organization responsible for monitoring the backbone of Sprint's IP network, is staffed 24x7x365 by 18 NOC technicians averaging over 6 years of IP experience each and two supervisors (all Sprint employees). Each of the NOC technicians are at least CCNA certified with several holding advanced certifications. Overall, Sprint IP NOC technicians hold over 300 certifications from Cisco, Juniper, and other organizations. Additionally, each NOC technician undergoes rigorous and extensive training prior to having access to network elements.

Controls at other locations are staffed 24x7x365 with similarly qualified technicians and supervisors.

NOC Activities

The various centers manage and control the Sprint network as follows:

- ◆ Continually monitor the network to ensure traffic flow is optimal in load and design.
- ◆ Respond to unusual traffic conditions by using pre-planned traffic control programs or direct human modifications of routing algorithms.
- ◆ Analyze network traffic statistics to determine usage, potential weak spots, and the need for additional equipment and/or facilities.
- ◆ Ensure required translation routing tables are added, changed, or deleted.

2.9.1.2 Identify other problem reporting methods such as email submissions.

Comply: For trouble management and to report a problem, the SPO can call Business Technical Service Assurance (BTSA) located in Atlanta, GA. The BTSA provides focused trouble management by serving as the advocate for the SPO and taking ownership of the repair process until you're satisfied. Contact the BTSA at 800-726-020.

The BTSA in Atlanta is responsible for handling the initial trouble report from a business customer or Sprint account representative. The BTSA has real-time awareness of all network events, so they can quickly correlate any trouble ticket to a current event. If the issue is not related to a current network event or BTSA is unable to resolve the issue, the BTSA will hand the issues off to either the IP service assurance NOC in Reston or the IP Core NOC in Overland Park. The BTSA also works LEC related outages.

The IP Core NOC is responsible for the core IP backbone links going across the country and around the world. The IP service assurance NOC is responsible all the domestic and global IP circuits to the point where they reach the core backbone circuits. All three of these NOCs are in constant contact with each other 24/7. We also have a Tier 3 support group called IP NTAC (National Technical Assurance Center) which supports all NOCs.

BTSA provides service for all packet data networks, as well as dial access, dedicated access, and private line. BTSA is responsible for receiving trouble reports for customer-reported problems, collecting all pertinent information necessary for a timely resolution, issuing trouble tickets, and providing problem resolution support. The BTSA coordinates maintenance activities with the SPO, the appropriate Sprint Operations Centers, the Network Operations Control Center, and with the various Local Exchange Carriers (LECs), and in-country PTTs, as needed.

Sprint Compass is a suite of tools that allows the SPO to directly view and manage their Sprint IP/MPLS Network solutions. You have the ability to view reports that verify the reliability and performance of

Sprint's IP services. Compass is available at www.sprint.net. Please see section 2.9.1.5.4 for additional details on Compass, Sprint's On-Line Network Management Tool.

2.9.1.4 Identify problem escalation process. Offeror shall outline its problem escalation process beyond Tier 1 support.

Offeror must describe the escalation procedure available to the State in the event the State deems progress on problem resolution to be unsatisfactory.

Comply: The responsible technician working the ticket (Managed Services Operations or other fix agency) will make appropriate (in general) escalations based on the severity level of a ticket. The following details the responsibilities the appropriate escalation contacts:

1-Lead Tech: Investigates ticket, ensures plan of action and notes the ticket accordingly and updates the customer.

2-Manager: Investigates ticket, assures proper plan of action has been taken and the appropriate resources are available. Assures ticket notes are updated and that all the necessary steps are being taken to quickly resolve customer problem.

3-General Manager: Assures proper resource allocation and valid plan of action is implemented, has ticket notes updated. The General Manager will make the decision if the Director should be notified.

4-Director: Assures proper resource allocation and valid plan of action is implemented, has ticket notes updated. The Director will make the decision if the Vice President should be notified.

5-VP: Assures proper resource allocation and valid plan of action is implemented, has ticket notes updated.

2.9.1.5 Monitoring and Reporting

2.9.1.5.1 Network Operations Center (NOC)

Offeror shall describe how its NOC will provide technical assistance and 24x7 network monitoring.

Offeror shall provide toll-free telephone access to the NOC 24x7.

Phone support is necessary. Online trouble ticket creation and monitoring is desired, but not required.

Comply: Sprint backs its managed and security services with a dedicated support center staffed by specialists 24x7x365. Sprint trouble management service ensures quick resolution of hardware, software, configuration, connectivity, security, authentication, and other issues associated with your managed security device. The Sprint IP Services Network Operations Center (IP NOC) is available to take calls and address network and IP security service issues 24x7. To report a problem:

- ◆ **U.S.-based customers (toll-free):** 877-368-7915
- ◆ **Global customers (call collect):** 703-464-2511

Sprint recognizes security practices employed in a security service are as critical to network security as the technology implemented. Therefore, Sprint employs security-conscious practices for all aspects of our managed security services. For customer communication, the IP NOC uses Entrust digital certificates to authenticate and encrypt communications between Sprint and its customers to optimize customer privacy and ensure change requests are authenticated. Sprint provides digital certificates for two customer points of contact. If the SPO requires more than two certificates, there will be an additional charge for each additional point-of-contact to cover costs associated with additional Entrust certificates.

the SPO should identify the problem is related to your managed network or IP Security solution and provide your company name, device name, contact information, and nature of the problem. Additional information, such as Sprint account number, dedicated access IP address, or Sprint Dedicated IP network address, may facilitate trouble resolution.

NOC staffing includes six overlapping shifts across four geographically diverse locations: Reston, VA; Maitland, Florida; Overland Park, Kansas; and New Delhi, India. The Centers serve as backup to each other and have remote access management capabilities for all customer-managed security devices. In the unlikely event of an IP NOC outage, management of the devices is seamlessly transferred to the other center. In the event of a catastrophic disaster (flood, etc.) in which systems in one of the centers are damaged beyond repair, the redundant systems in the alternate center assume primary responsibility for managing the devices until redundant infrastructure can be restored.

Sprint Compass has the information the SPO needs to optimize, troubleshoot and efficiently manage its IP-based WAN solutions. Compass is Sprint's enhanced, consolidated customer IP/MPLS portal that allows the SPO to perform self-service activities and provides unmatched transparency and vital statistics for your Sprint-provided WAN. Please refer to additional details provide on Compass in question 2.9.1.5.4

2.9.1.5.2 Offeror shall take immediate corrective action to resolve any network failure, such as rerouting traffic, utilizing a redundant facility, dispatching technicians, and all other steps required for the immediate re-instituting of services to the State.

Comply: IPS works with the Sprint Business Technical Service Assurance center (BTSA) in Atlanta, Georgia to facilitate reactive network and trouble ticket management for all of Sprint's IP customers, and offers an enhanced NOC-to-NOC option for qualifying customers whose business requirements warrant heightened monitoring visibility and enhanced support. Standard customers are free to contact the BTSA at any time to initiate a trouble ticket; any subsequent troubleshooting, status updates, or coordinated testing that follows is arranged with the customer via BTSA.

- ◆ NOC-to-NOC status avails the customer of dedicated trouble ticket queues, augmented outage sensitivity and proactive alarm thresholds, and a direct line to the IPSA Network Operations Center (bypassing the BTSA).

Proactive Monitoring

IPS employs a state-of-the-art Network Management Infrastructure to monitor the Sprint Global IP Network in real time, correlate fault detection and isolation with trouble ticket creation, and drive planned and unplanned outage notifications. Some of the key components of this system are:

- ◆ **Nerve Center** – Receives, correlates, and filters actively polled and trapped SNMP alarms from all managed router and switch nodes in the IP Network.
- ◆ **SysEdge** – Receives, correlates, and filters SNMP alarms from all managed Sun Server nodes in the IP Network.
- ◆ **NetCool** – Using proprietary applications developed by Sprint, IPS gathers additional information and applies rules processing to Nerve Center and SysEdge alarms before presenting them to the Network Operations Center via the NetCool Motif desktop client.
- ◆ **IPSA Ticket Automation** – Interfaces with Sprint's Trouble Reporting System (TRS) and NetCool to automatically generate trouble tickets after certain event thresholds are met.
- ◆ **ISA-ITP** - Immediately after auto ticket generation, the suspect circuit or node undergoes a series of initial automated diagnostics to gather relevant information for IPS Tier II & III troubleshooting efforts. The ISA-ITP application evaluates the outage type and customer information to determine the proper fix agency to engage.

- ◆ **Customer Management Center (CMC) and Emergency Network Services (ENS)** – A subscription service through which IPS notifies the SPO account team of upcoming planned maintenance and unplanned outages: www.sprint.net/subscribe/.

2.9.1.5.3 For individual trouble reports, a verbal report of trouble clearance with the report number shall be furnished within one (1) hour to the customer that reported the trouble.

Comply: Sprint will make every effort to **Comply** with this request and arrange for the verbal notification upon trouble clearance. Sprint prefers the auto-email since it is generated by the system automatically and provides a way to document the communication. In addition, the individual reporting the trouble may ask for a verbal notification upon trouble clearance.

Operations' Communication Operations' Communication on Trouble Tickets:

Reason for Communication	Severity 1 Tickets	Severity 2 - 5 Tickets	Severity 6 - 8 Tickets
Initial Notification	Call & Auto-email	Auto-email	Auto-email (future enhancement)
Power Verification	Call	Call	Call
Intrusive Test Window	Call	Call	Call
Dispatch	Call	Call	Call
Status / Updates	Auto-email	Auto-email	Auto-email
Closure Approval / Notification	Auto-email	Auto-email	Auto-email

2.9.1.5.4 Web Portal. Offeror shall optionally provide web portal access that allows for network monitoring, real time traffic analysis, and reporting functionality with a minimum of twelve (12) months' worth of historical data.

Comply: Sprint Compass has the information needed to optimize, troubleshoot and efficiently manage its IP-based WAN solutions. Compass is Sprint's enhanced, consolidated customer IP/MPLS portal that allows you to perform self-service activities and provides unmatched transparency and vital statistics for your Sprint-provided WAN.

Compass defines the network experience for customers who do not require Sprint Managed Network Solutions (MNS) while also complementing Sprint MNS capabilities. This allows you to understand network performance, implementation status and overall network health. You will immediately experience Compass benefits including:

- ◆ No additional cost – Compass is a standard feature of IP/MPLS services
- ◆ Flexible and Cost Effective Self-Service Options
 - Access to data that provides visibility into provider edge performance
 - Ability to manage your own network experience
 - Value-added analysis and recommendations for managed customers – rather than just data points
- ◆ Centralized, Easy Access to Critical Data
 - Single sign-on access to performance data, network inventory and configuration details
 - Class of Service policy performance to identify potential adjustments needed to support application prioritization needs
 - Trouble ticket details to identify issues, network bottlenecks, and drive resolution
- ◆ Faster Problem Solving with Improved Self-help Capabilities
 - Identify the source of problems and file accurate trouble tickets online

- Administrators can create, edit and remove users from the account

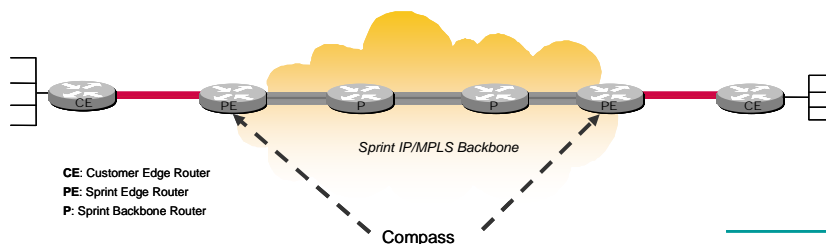
Features

Compass provides visibility beyond the CPE into the Sprint IP/MPLS network edge with a suite of tools used to visualize and manage your network. This tool is *included* as a standard part of Sprint's IP/MPLS solution and offers the following features:

- ◆ Dynamic customer maps
- ◆ Complete customer port inventory
- ◆ Historical performance reporting
- ◆ Network change requests
- ◆ Customer port and routing configurations
- ◆ Real-time interface status & Class of Service (CoS) policy performance
- ◆ Perform trouble management activities
- ◆ View Sprint scheduled maintenance activity
- ◆ Interactive and static Sprint backbone maps

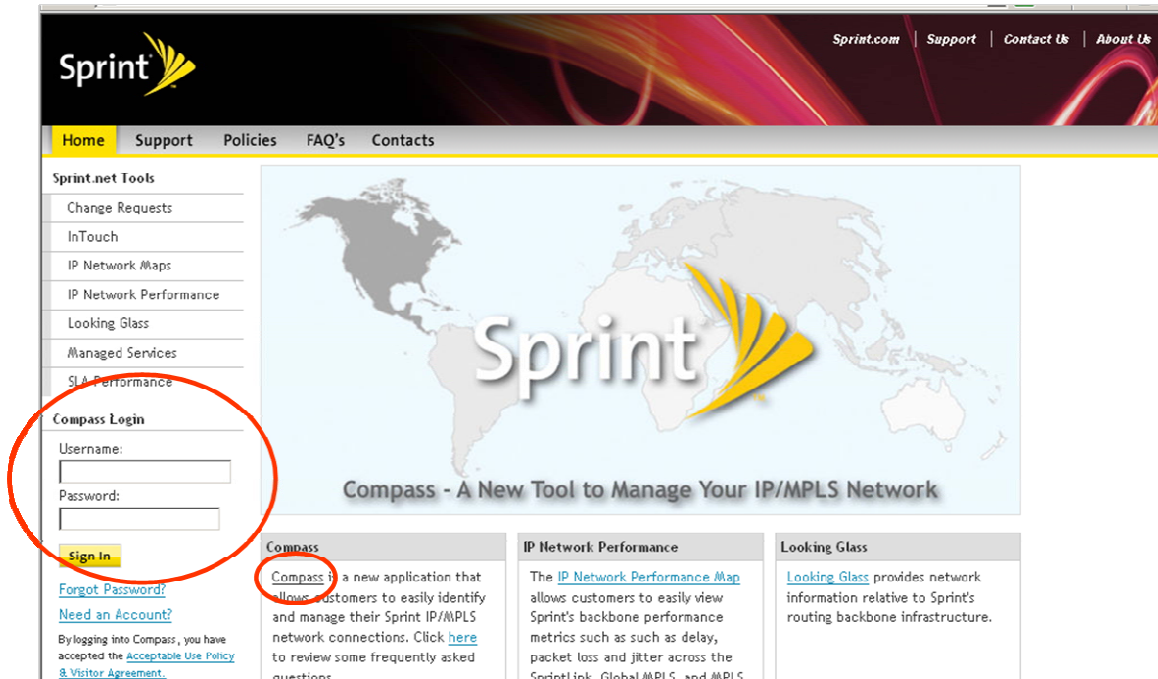
The Compass Interface

Compass is available across Sprint's Global IP/MPLS Network giving you a global view of Sprint wholly-owned facilities. This reporting tool is designed for technical and engineering personnel who have an intimate knowledge of your network configuration. Network transparency provides them with the tools to understand and effectively manage your network and gives them visibility into the cloud (PE). Compass interfaces with Sprint's IP/MPLS back office provisioning and implementation tools and with Sprint's IP/MPLS routers. Customer-specific network, port and configuration data from those sources is presented via the Compass Interface.



Note: Compass supports PE-level reporting and metrics. End-to-end/CE-to-CE reporting for MPLS is supported via a separate platform.

Your personnel can access Compass from <https://www.sprint.net> and login with their assigned username and password.



Compass Login

Once logged in, the following Compass menu is available from the landing page:

- ◆ Network Map
- ◆ Network Ports
- ◆ Performance Reports
- ◆ Ticket Management
- ◆ Change Management
- ◆ Maintenance Events

Global map view of port counts by location

Complete list of ports in your network

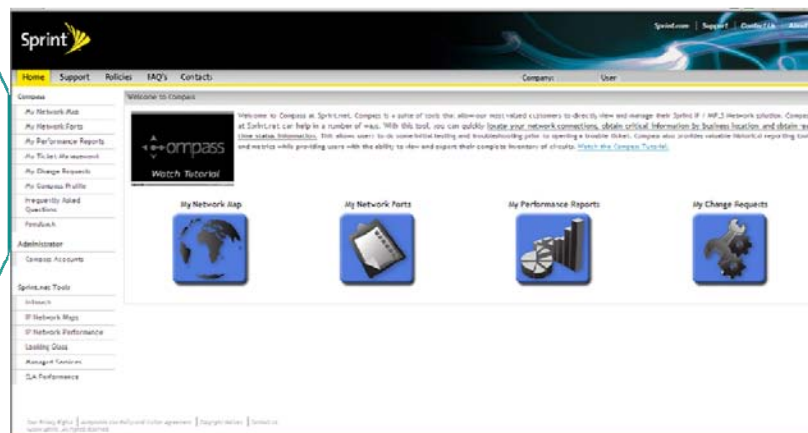
Interface performance: utilization, throughput, errors

View open/closed trouble ticket details

Submit network change requests

Manage accounts

Provide feedback to Sprint

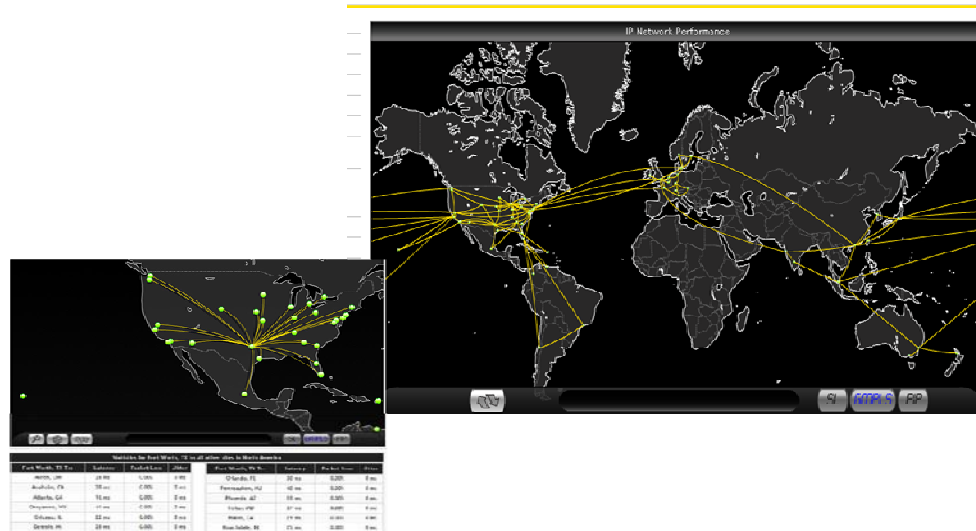


Compass Landing Page

IP Performance Maps

Sprint also provides access to near real time performance on all three Sprint network platforms: Global MPLS, SprintLink, and MPLS VPN over Peerless IP. These maps are available from <https://www.sprint.net>.

You can access intra-region and inter-region metrics, and node-to-node performance data on these network platforms.



IP Performance Maps

2.9.2 Management Reports

2.9.2.1 Contractor shall provide annual reports to the Contract Administrator (preferably at the end of the calendar year or beginning twelve (12) months from the Contract Start Date), which summarizes the circuit type, Department, Location, Speed, and Cost. One report will be a consolidated report for the State and the other reports will be by department or agency.

Comply: FONVIEW is available for only \$25 per month if the Customer receives a complete paper invoice or benefit with a low rate of only \$10 per month if detailed paper invoice is suppressed. Customers electing detail suppression will continue to receive paper remittance and summary as the legal invoice from Sprint.

Invoice Detail Option (IDO) - There is no charge for IDO when paper invoice detail is suppressed. If the Customer elects to receive a detailed paper invoice, the monthly recurring charge for IDO is \$250.

Electronic Data Interchange (EDI 811)

Levels of Information

The following is a matrix identifying the various levels of information which may be ordered with the EDI 811 report:

EDI 811 Invoice Options			
EDI Options	Option Description	Specifications	Price
Summary	This version of the EDI 811 invoice offers all information previously described, in addition to more detailed information for specific charges. This version is	Contains invoice information (including total billed amount, tax, and discount information) and summarized account charges including usage, non-recurring, monthly recurring,	Free copy (no paper) OR \$10 included in the order hierarchy (with paper)

	best for customers that desire "high-level" reporting and/or analysis capabilities, along with accounts payable information.	access, equipment, service and features	
Summary and Call Detail	This version offers all of the information supplied via the paper invoice. In addition to all information contained as described in the summary, this version also provides all call detail records. Customers that desire to receive all invoice information on EDI 811 format to make the reporting process easier and more flexible will use this version.	Contains summary information as well as call detail records. Includes standard call detail information such as originating and terminating phone number, originating and terminating city and state, call date and time, duration, gross charge, and accounting codes.	Free copy (no paper) OR \$40 included in the order hierarchy (with paper)

EDI (Electronic Data Interchange)

EDI is an electronic billing and payment mechanism that eliminates the need for paper invoices, providing a computer-to-computer exchange of business documents in a standard format. Sprint provides customers with a standard EDI 811 ANSI ASC X12 invoice for our wireless services. EDI 811 format is processed through EDI translators.

EDI speeds the invoice and payment processes and reduces operational costs for the SPO. If your system is set up to receive and translate EDI files, Sprint invoice data can automatically be sent from our billing system to your financial application for payment processing.

EDI is your best solution for receiving and paying bills if you have a centralized Accounts Payable department, are on a value-added network, and are currently EDI-capable or plan to be soon. Benefits of EDI include:

- ◆ Reduced time for document/payment transfer
- ◆ Reduced paper use and storage
- ◆ Increased cash flow
- ◆ Increased accuracy and efficiency
- ◆ Operation cost savings

2.9.2.2 After giving forty-five (45) days notice, the Contract Administrator may request the Contractor to provide a list of State customers, account numbers, billing addresses, and circuits on each account. It is desirable that the Contractor be able to provide the physical address where service is provided to each account.

Comply: Both FOVIEW & EDI can provide annual reports.

2.9.2.3 Offeror shall identify and include samples of all available management reports regarding billing analysis, traffic studies, and usage.

Comply: Please see sample reports provided in Appendix B.

2.9.3 Circuit Downtime

2.9.3.1 Contractor shall provide a credit for circuit outages and problems with transmission quality that affects connectivity.

Comply: Sprint see Sprint Service Levels provided in Appendix A.

2.9.3.2 Offeror shall explain how it will handle credits.

Comply: Sprint see Sprint Service Levels provided in Appendix A.

2.10 IMPLEMENTATION / MIGRATION PLAN

2.10.1 Upon request, the Contractor shall submit an Implementation/Migration Plan that describes the major tasks, personnel proposed to perform each task, estimated hours to perform each task, costs, and a schedule for any purchased services.

Comply

2.10.2 The Contractor shall identify potential risks associated with implementation/migration and recommend strategies for managing those risks.

Comply

2.10.3 It is essential that there be a seamless migration of services to a new service or Contractor.

Comply

2.10.4 The Implementation/Migration Plan will be reviewed by the requesting Department prior to starting installation.

Comply: Sprint will make the following resources available to install the network at the SPO:

- ◆ **Implementation Project Manager (IPM):** The IPM project manages the order and implementation process through final customer acceptance and activation. During the implementation process, the IPM provides valuable order status information. This information is used to update the implementation plan. The IPM also provides the standard customer inventory report.
- ◆ **Operations:** Access Service Assurance (ASA) is responsible for accepting dedicated circuits and performing quality testing on local loops accepted from the Local Exchange Carrier (LEC) or Postal Telephone and Telegraph (PTT) in non-U.S. locations. When service is ready, Operations flags the appropriate Sprint system to install status and activating billing.
- ◆ **Solution Engineer (SE):** The SE provides pre-installation technical support for integrated network solutions. This support includes analyzing customer requirements and designing a technical solution, including configuration and network topology, to fit customer needs.

MPLS and Dedicated IP Implementation

Roles and responsibilities for implementation of MPLS and Dedicated IP services include:

Task	SPO's Role	Sprint Role
Data Gathering	<ul style="list-style-type: none"> ◆ Input site survey requirements ◆ Notify sites of access requirements ◆ Identify features 	<ul style="list-style-type: none"> ◆ Develop Implementation Schedule (IPM) ◆ Provide schedule to the SPO (IPM) ◆ Conduct site surveys to determine site installation requirements (IPM) ◆ Finalize circuit information (IPM, Network Engineer) ◆ Compile site information and document for order packages (IPM) ◆ Identify features (Engineering Support)
Order Entry	<ul style="list-style-type: none"> ◆ Provide required order entry information 	<ul style="list-style-type: none"> ◆ Complete required sales order forms (IPM, Account Executive, Engineering Support) ◆ Document site survey installation requirements (IPM)

Task	SPO's Role	Sprint Role
		<ul style="list-style-type: none"> Document inside wiring requirements (IPM) Engineering review of order package for technical conformity (Engineering) Enter orders into Sprint systems (Order Entry) Make termination and port assignments on IP routers (Engineer for Sprint IP Network)
Circuit Provisioning	<ul style="list-style-type: none"> Notifies sites of access facilities' installation dates 	<ul style="list-style-type: none"> Review order package and associated trunk data worksheet (Provisioning) Update Design Document with PL/449 number (IPM) Submit pre-configuration request for logical layer MPLS configuration (IPM) Process order through trunking, requisitioning and parting (Provisioning) Issue material requisitions for Sprint-provided CPE if needed (Provisioning) Finalize circuit design(Provisioning) Prepare Access Service Request including inside wiring requirements (new access facilities and facilities reuse) (Provisioning) Develop project codes with Local Exchange Carrier (LEC) or in-country PTT (Provisioning) Transmit Access Service Request to LEC/PTT to order access facilities and inside wiring (Provisioning) Receives Access Service Requests from Sprint (LEC/PTT) Processes orders through circuit design of access facilities (LEC/PTT) Schedules access circuit installation dates (LEC/PTT) Transmits firm order confirmation documents to Sprint within required tariff intervals (LEC/PTT) Provides Design Layout Records to Sprint within required tariff intervals (LEC/PTT) Receive Firm Order Confirmation (FOC) from LECs/PTTs (Provisioning) Verify LEC/PTT FOC dates for acceptance (Provisioning, Activations) Quality assurance review of circuit design (Provisioning) Process orders to install Ready status in FMS (Provisioning) Provide Access Facilities Installation schedules to the SPO (IPM) CNSI notifies IPM when logical layer provisioning is complete
Circuit Installation	<ul style="list-style-type: none"> Provide local contact to work with Sprint and LEC/PTT 	<ul style="list-style-type: none"> LEC/PTT delivers local loop Testing between LEC/PTT and Sprint on local loop Installation of CPE if required Verification of inside wiring Demarc circuit labeling Notifies customer that logical layer MPLS configuration is complete and service is ready (IPM)

Task	SPO's Role	Sprint Role
Network Cutover	<ul style="list-style-type: none"> Assist Sprint in developing cutover and test plan procedures Customer configures CE router and connects to Sprint. If there are any problems, customer contacts the MPLS Activations team (M-F 7 a.m.–11 p.m. ET) at 866-886-4187 	<ul style="list-style-type: none"> Develop cutover procedures (IPM) Develop cutover test plan procedures (IPM) Set up conference bridge for all parties necessary during cutover (IPM) Perform system cutover (IPM, Operations) Verification of all routing and features on the router(Engineer for Sprint IP Network, Engineering Support) Sprint troubleshoots and resolves issue with customer
Invoice Review	<ul style="list-style-type: none"> Review with account team first invoice for accuracy 	<ul style="list-style-type: none"> Review with the SPO first invoice for accuracy (IPM, Account Executive, Customer Care)

Please see sample implementation plans provided in Appendix C.

2.11 ACCEPTANCE TESTING

2.11.1 *After completion of any portion of the system, the Contractor shall conduct acceptance tests for performance and reliability. The Contractor shall provide all test equipment and accessories required to perform tests and to record test results. The Contractor must ensure that all associated costs (e.g. travel), for the participation at all acceptance testing, are included within its total proposal cost. The Contractor shall notify the State prior to conducting any testing. The State reserves the right to witness any or all testing. If, during the conduct of testing, test items fail to meet performance requirements, the Contractor shall correct the deficiencies and repeat testing of all affected items. The Contractor shall submit the Acceptance Test Reports to the requesting Department showing the Contractor's functional specifications and the test results.*

Comply

2.11.2 *Acceptance of the system shall be granted after all items have passed the acceptance tests and has been approved by the requesting Department.*

Comply

2.12 TRANSITION PERIODS

2.12.1 Transition at Beginning of Contract

The Contractor shall work with the existing telecommunications provider to insure a seamless transition at no cost to the State.

Comply

2.12.2 Transition at End of Contract

Monthly cost to continue existing service will be at the current rate of the existing agreement or better on a month-to-month basis, but not to exceed 12 months or there is a cancellation of service or a new multi-year agreement is executed.

Comply

2.13 OTHER CHARGES

2.13.1 *There will be no service charge to the State for changing service types or increasing bandwidth speed when the monthly cost of the new service is equal to or higher than the existing service and the contractor does not change. For example, moving from lower cost Frame Relay to more costly Broadband Ethernet or moving from 10Mbps Broadband Ethernet to 25Mbps Broadband Ethernet. This shall also apply to circuits procured prior to the start of this contract.*

Comply

2.13.2 Cancellation of Service

There will be no charge to the State for the cancellation of service due to the completion of a term/agreement.

Comply: Sprint will process disconnect requests 30 calendar (20 business) days following receipt of a disconnect request from the SPO. Once a disconnect order is received, the SPO will be responsible for charges 30 calendar (20 business) days from the date on the disconnect letter. Sprint will process the disconnect order and provide a confirmation letter with the corresponding official circuit disconnect date. However, if the circuit is disconnected prior to fulfilling the access order term, the SPO will be assessed a charge for the months remaining on the access order term. For global services, upon receipt of a disconnect request from the SPO Sprint will submit a cancel request to the responsible LEC/PTT. Lead times will vary depending on geographical location and circuit speed. Your Sprint Custom/Master Service Agreement (CSA/MSA) provides terms and conditions of the billing for disconnected circuits.

2.13.3 Early Termination Fees

2.13.3.1 *There will be no early termination fees for one (1) year agreements.*

Does Not Comply

2.13.3.2 *Three (3) and five (5) year agreements will have a termination fee equal to 25% or less of the remaining balance on the existing agreement.*

Comply: Sprint can comply provided that the termination fee is sufficient to cover the third party liability.

2.13.3.3 *Offeror shall provide the termination fee percentage for both three (3) and five (5) year agreements.*

A. Calculation of Early Order Term Termination Liability. Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," "Access Term Plan," or similar language, as listed in the applicable pricing attachment. If Customer terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under the Agreement, then Customer will pay the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:

(1) Access Orders. A lump sum equal to (a) the applicable monthly charges for any DS3 or greater dedicated access or any level of Ethernet access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;

(2) General Liability. A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable

monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term, less (d) amounts paid, if any, for early termination of either Ethernet or DS3 or greater bandwidth access under subsection (1) above; and

(3) Third Party Liability. Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carrier (“LEC”) or PTT, as a result of Customer’s early termination.

2.13.3.4 There will be no early termination fees if the Contractor does not meet the Annual Network Availability requirements in Section 2.6.1.

Customer Right to Terminate

A. Material Failure. Customer may terminate a Product or Service without early termination liability upon Sprint’s receipt of Customer’s written notice to terminate after the cure period if:

- (1) Sprint materially fails to provide the Product or Service,
- (2) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice,
- (3) Sprint fails to cure the material failure within the 30-day cure period, and
- (4) Customer provides Sprint with written notice of Sprint’s failure to cure and Customer’s election to terminate the affected Product or Service.

Sprint’s material failure does not include a failure caused by Customer or a Force Majeure Event.

B. Termination for Convenience. Customer may terminate the Agreement during the Term by providing 30 days’ written notice to Sprint. In the case of such Termination for Convenience, Customer may be liable for early termination fees as set forth in the Agreement.

2.13.4 Any new regulatory fees, regulatory charges, and taxes or any changes (increases and decreases) to these during the contract period or extensions, shall be submitted with an explanation to the Contract Administrator, at least fifteen (15) days prior to the effective date. If the Contractor fails to provide fifteen (15) days notice prior to the effective date for billing, the Contractor shall not bill for the item until the 15-day period has elapsed.

Comply: CONTRACTOR may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs CONTRACTOR incurs in **Complying** with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges (“CUSC”), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission (“FCC”) requires that CONTRACTOR contribute to the Universal Service Fund (“USF”) based on interstate revenues derived from services that CONTRACTOR in good faith has treated as exempt, including but not limited to, information services, CONTRACTOR will invoice STATE the CUSC for such Services beginning on the date established by the FCC as the date such services became subject to USF contributions. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. CONTRACTOR may impose additional charges or surcharges to recover amounts CONTRACTOR is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on CONTRACTOR as a result of STATE’s specific traffic patterns, network configuration or routing protocol.

2.13.5 Late submittals will be allowed if it can be shown that the agency granting the change does not announce the change more than thirty (30) days prior to the effective date. If a tax, fee, or charge changes regularly, the Contractor and the Contract Administrator may agree to streamline the process and reduce the fifteen (15) day notice period on a case-by-case basis.

Comply:

Sprint Invoicing

A. Commencement of Invoicing. Sprint may begin invoicing Customer in full for non-recurring and recurring charges on the later of:

- (1) the date the Products or Services are installed and made available; or
- (2) the first day of the first bill cycle after the Effective Date.

B. Delays. If Sprint cannot install or make available the Product or Service by the delivery date specified in the Order due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after the Effective Date.

C. Timing. In general, for recurring Services, Sprint bills fixed Service charges in advance and usage-based charges in arrears.

Payment Terms. Sprint will invoice Customer, and Customer will pay Sprint, in United States dollars (USD), unless otherwise mutually agreed in writing by the parties. Payment terms are net 30 days from the date of invoice receipt.

Invoices are deemed to have been received within 5 days of the invoice date. If Customer fails to make such payment within 15 days of receiving Sprint's written notice of nonpayment, Sprint reserves the right to charge a late fee (up to the maximum allowed by law) or take other action to compel payment of past due amounts, including suspension or termination of Services, unless prohibited by an applicable Tariff, state law or regulation. Customer may not offset credits owed to Customer on one account against payments due on the same or another account without Sprint's written consent. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due.

Customer's payment obligations include late charges and third party collection costs incurred by Sprint, including, but not limited to, reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms. If Customer elects to participate in the Preferred Pay Program, Customer will remit payment using cash, check, or electronic funds transfer.

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

Repayment of Credits or Waived Charges. If Sprint terminates a Service or the Agreement due to Customer's material breach, or Customer terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Sprint's material breach), Customer will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued for Service outages.

2.14 CLIENT EXPERIENCE, REFERENCES, AND LICENSES

2.14.1 Experience

Offeror shall have a minimum of five (5) years experience in providing telecommunications services in the State of Hawaii. Offeror shall enter this information on the Offeror Qualifications form found in Section Six - Attachments. Award shall not be made to any Offeror not meeting this qualification requirement.

It is the Offeror's responsibility to provide the necessary professional staff and support personnel to guarantee a completely functional and fully supported solution that is in compliance with this RFP.

Offeror shall employ experienced and qualified staff such as:

- *Project Manager*
- *Infrastructure Design and Coordination Staff*
- *Circuit Design Engineers*
- *Installation Technicians*
- *Operation and Support Personnel*

Offeror shall list the number of years Offeror has been in business in Hawaii and the number of years Offeror has performed the proposed network and telecommunication services.

Sprint Hawaii purchase Long Distance USA has been doing business in Hawaii since 1986.
Sprint Hawaii began selling Dedicated Internet services in 2000.

Offeror shall include a list of key personnel and associated resumes for those who will be dedicated to this contract. Throughout the term of the contract, an updated list of personnel and resumes shall be provided if requested by the State.

Offeror shall include a list of subcontractors and associated resumes for those who will be dedicated to this contract.

Comply: Please see completed Offeror Qualifications.

2.14.2 Client References

Offeror shall list on the Offeror Qualifications Form (SECTION SIX ATTACHMENTS), three (3) Client References who presently use the same or similar services to those being proposed. The clients used for reference purpose should be paying customers external to the Offeror's organization. Offeror shall include this information in its Proposal submittal. The State may contact any of the listed Client References to inquire about the Offeror's performance.

Comply: Please see completed Offeror Qualifications.

Initial Offer Page, Offeror Qualifications, and Wage Certificate

Offerors shall complete the Initial Offer Page, Offeror Qualifications, and Wage Certificate.

OFFER PAGE

To Furnish, Deliver, Install, and Manage Network and Telecommunications Services
For Hawaii State Government
RFP-12-006-SW

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and included by reference, the SPO General Provisions, dated 8/5/09, and the AG General Conditions, Form AG-008, dated 4/15/09; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) Offeror is declaring that offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) Offeror is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Joint Venture
☐ Other _____
State of incorporation: Delaware

Hawaii General Excise Tax License I.D. No. Sprint Communications Company, L.P: W20093216-01

Payment address
(other than street address below): P.O. Box 4181
City, State, Zip Code: Carol Stream, IL

Business address (street address): 12502 Sunrise Valley Dr
City, State, Zip Code: Reston, VA 20191

Respectfully submitted:

March 28, 2012

Date:

913-762-7233

Telephone No.:

Fax No.:

karen.j.kezele@Sprint.com

E-mail Address:

(x)

Karen Kezele

Authorized (Original) Signature

Karen Kezele, Group Manager

Name and Title (Please Type or Print)

*

Sprint Nextel Corporation

Exact Legal Name of Company (Offeror)

* If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

Offeror Sprint Communications Company, L.P.
Name of Company

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

OFFEROR QUALIFICATIONS

Offeror must provide information on experience in providing telecommunications services and key personnel and subcontractors who will be dedicated to this contract (See Section 2.15.1).

- 1. Offeror shall have a minimum of five (5) years' experience in providing telecommunications services in the State of Hawaii. Award shall not be made to any Offeror not meeting this qualification requirement.**

For over 100 years, Sprint has been a game-changing force in creating and delivering groundbreaking IP and wireless technologies and mobility solutions. Embracing the bold approach Sprint founder Cleyson Brown showed in 1899, when the Brown Telephone Company successfully went toe-to-toe with the Bell monopoly in Abilene, Kansas, the company became the nation's largest independent local telephone provider in the mid-1970s. As United Telecommunications, this diversified corporation served more than 3.5 million telephone lines coast-to-coast by 1976 and generated revenues exceeding \$1 billion.



In the 1980s and 1990s, Sprint charged ahead with pacesetting moves for both consumers and businesses. Sprint seized the opportunity to lead all U.S. telecom companies by completing the first nationwide, 100% all digital, fiber-optic network. At the same time, the company was a pioneer in data communications, establishing the world's third largest commercial packet data network in 1980. In 1986 the company launched long-distance services under the Sprint brand name. The famous "pin drop" commercials boosted brand awareness and corporate image as Sprint completed the nation's first coast-to-coast, fiber-optic transmission.



The company gave America pin-drop clarity and became a global leader in voice and data services in the 1990s, adopted the nationally recognized identity of its long-distance unit, and changed its name to Sprint Corp. Meanwhile, in 1987 Nextel was founded and Morgan O'Brien launched Fleet Call.

In 1993 after merging with Centel Corp, Sprint emerged as a new kind of telecom company and led the U.S. providing a unique offering of local, wireless and long distance services. Sprint was the first U.S. carrier to offer Asynchronous Transfer Mode (ATM) service and planned a nationwide Synchronous Optical Network (SONET). In 1993, the former Nextel began offering wireless services on the iDEN network while Sprint took its wireless strategy a big step further in the late '90s by building the only nationwide PCS network in the U.S., offering wireless services on this network since 1996.



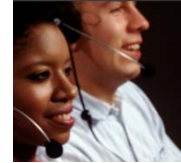
Sprint's global alliance with Deutsche Telekom and France Telecom began doing business as Global One in 1996. Sprint spun off its cellular division into 360 Communications Co. and announced plans to install optical wavelength division multiplexing technology in its nationwide network. The technology increased the capacity of its nationwide fiber network by 1,600 percent.



Sprint acquired PCS wireless licenses in 1997, which, along with those held by the Sprint PCS joint venture, resulted in Sprint-branded PCS coverage of nearly 260 million people. Sprint acquired Paranet, Inc., a leading provider of integration, management and support services for distributed computing technology. At the same time, Nextel-iDEN service went national.

Sprint Internet Passport was born in 1998 as Sprint announced an agreement to assume 100 percent ownership and management control of Sprint PCS. Sprint and EarthLink Network, Inc. formed an alliance that created a combined base of 600,000 Internet access customers.

Sprint industry recognition also continued for the 5th consecutive year as J.D. Power & Associates rated Sprint No. 1 again in the over \$50/month high-volume, long-distance segment. Fortune's 1999 list of America's "Most Admired Companies" ranked Sprint first in the telecom category for all eight attributes of corporate reputation. A year later, Sprint announced its agreement to sell its interest in Global One, and on April 28, 2000, shareholders of Sprint and MCI Worldcom approve a proposed merger that would be mutually terminated on July 13th.



Nextel Worldwide service provided the largest all-digital wireless coverage in the U.S. and more than 70 countries in 2000 and the next year, with Nextel Partners, Inc., served top 100 U.S. metropolitan statistical areas. Nationwide Direct Connect push-to-talk service was the talk of the industry. Nextel was the first to introduce a wireless Java phone in North America with Motorola.

In 2002, Sprint found a new home in Overland Park, Kansas as the Sprint headquarters was completed. Built on 200 acres of farmland in Johnson County, more than 8 million bricks were used to erect the 20 buildings, containing more than 4 million square feet of office space for the more than 14,000 employees. So large, it has its own ZIP Code. Also at this time, Nextel was in the lead with its Nextel Direct Connect push-to-talk service that became available on BlackBerry for the first time. Nextel was the first carrier to provide access to live streaming video and Global Positioning System (GPS)-enabled phones with Motorola was an industry first.



In 2006, Sprint merged with No. 5 Nextel Communications Inc., headquartered in Reston, VA. At the time, Nextel was the nationwide leading provider of push-to-talk service, a status that our Nextel Direct Connect retains today. Shortly after in 2006, Sprint spun off the Local Telecommunications Division to form a new standalone company, called Embarq.

In 2008, Sprint and Clearwire merged their WiMAX assets to create a new standard in 4G. Sprint launched 4G in Baltimore, becoming the first wireless carrier to launch a 4G market. In 2009, Sprint expanded the 4G network, signed Network Advantage, an innovative network services deal with Ericsson that continues to deliver a competitive edge, and completed acquisition of Virgin Mobile USA and iPCS, Inc.



As Sprint continued expanding its 4G footprint in 2010, it revolutionized the mobile wireless experience with Sprint ID – a new way to personalize mobile phone. The Sprint 4G marketplace was expanded to more than 70 markets and the 4G product portfolio, including the world's first 3G/4G Android phone, HTC EVO 4G.

As a company focused on developing innovative products while caring, serving and creating value for our customers, Sprint has consistently pushed technology; achieving many "firsts" in the telecommunication industry. As our business strategy is built upon forward looking, advanced technologies such as IP and wireless data, our most notable milestones in our combined Sprint and Nextel corporate history include leading the market with technical innovation and an unswerving commitment to bringing advanced technology solutions to our customers that enhance their lives and solve their business challenges.

List the number of years Offeror has been in business in Hawaii and the number of years Offeror has performed the proposed network and telecommunication services.

Sprint Hawaii purchase Long Distance USA has been doing business in Hawaii since 1986. Sprint Hawaii began selling Dedicated Internet services in 2000.

2. List Key Personnel and provide associated resumes.

Bryan Ito
Branch Sales Manager
Sprint-Hawaii
Office: 808-847-9007
Mobile: 808-779-5800
Email: bryan.h.ito@sprint.com

Kaleo Siu-Castillo
Senior Account Manager
Sprint – Hawaii
Office: 808-847-9533
Mobile: 808-561-9219
Email: Kaleo.S.Siu-Castillo@sprint.com

Red Briou
Regional Consulting Engineer
Sprint – Hawaii
Office: 808-847-9777
Mobile: 808-561-0833
Email: red.x.briou@sprint.com

Scott Inamine
Implementation Project Manager II
Sprint Hawaii
Desk: 808-847-9520 | Wireless: 909-742-9520
Conference Bridge: 877-402-5183 | ID # 708801784
scott.s.inamine@sprint.com

Nick Alvarez
Solutions Engineer
Sprint – Hawaii
Office: 808-847-9122
Mobile: 808-330-4772
Email: Nick.Alvarez@sprint.com

Please see account team resumes provided in Appendix D.

3. List Subcontractors and provide associated resumes.

Sprint does not anticipate using any subcontracts to fulfill services for the State of Hawaii. Sprint does not consider LECs subcontractors.

4. Client References: Offeror is required to supply the State with names, addresses, and telephone numbers of three (3) companies or entities which the Offeror has supplied telecommunication and network services, of similar size and usage requirements to those being requested in this RFP. As part of the evaluation, State personnel may call

the customers whose names you furnish to inquire about Offeror's services, performance, equipment, and degree of customer satisfaction. (See Section 2.15.2 Client References)

Client Name: Outrigger Enterprises

Address: 2375 Kuhio Avenue, Honolulu, HI 96815

Description of Contract and Service Provided: Customer has been a Sprint Network service customer initially using Frame Relay. In Aug 2009, they moved to the MPLS platform.

Dates over which service was provided (from/to): Oct 2003 to the present

Reference Name and Title: Bob Owens, Director of Systems & Operations

Current Phone: 808-921-6706

E-mail Address: bob.owens@outrigger.com

Client Name: Hawaiian Electric Industries

Address: 1001 Bishop Street, Honolulu, HI 96813

Description of Contract and Service Provided: Customer has been using Sprint Internet , IP services.

Dates over which service was provided (from/to): Jan 2002 till present

Reference Name and Title: Phil Mow, Director of IT

Current Phone: 808-543-5873

E-mail Address: pmow@hei.com

Client Name: Gensler

Address: 2 Harrison St, San Francisco CA 94105

Description of Contract and Service Provided: Gensler uses Sprint Global MPLs service (38 US and international locations) with port speeds ranging from 1.5M to 100M

Dates over which service was provided (from/to): 2005 to present

Reference Name and Title: Lori Herold, Telecom Manager

Current Phone: 415-836-4265

E-mail Address: Lori_herold@gensler.com

Offeror Sprint Communications Company, L.P.
Name of Company

**WAGE CERTIFICATE
FOR SERVICE CONTRACTS**
(See Special Provisions)

Subject: RFP No.: RFP-12-006-SW

Title of RFP: To Furnish, Deliver, Install, and Manage Network and Telecommunications Services for Hawaii State Government

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to **Comply** with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by Section 103-55, HRS.

Offeror Karen Kezele

Signature 

Title Group Manager - Proposal Development

Date March 28, 2012

Offeror Sprint Communications Company, L.P.
Name of Company

Schedule A, Networking and Telecommunication Rates

Offerors shall propose the Networking and Telecommunication rates on Schedule A.

SCHEDULE A – NETWORK AND TELECOMMUNICATIONS RATE

The Offeror shall provide the Monthly list price, minimum discount, and Total Price for all services and speeds offered for Broadband Ethernet, Digital Subscriber Line (DSL), Frame Relay, Point-to-Point Dedicated Circuit, and Internet Service Provider services. Services offered that are not listed above can be placed under the category of Other Services.

For Frame Relay assume 100% Committed Information Rate (CIR) of line weight.

Below is an example of how the Broadband Ethernet category would be populated. Follow this format for all requested services.

Technology Category	1 Year Agreement			3 Year Agreement			5 Year Agreement		
	List Price	Discount (%)	Total Price	List Price	Discount (%)	Total Price	List Price	Discount (%)	Total Price
Broadband Ethernet									
10 Mbps	\$100	20%	\$80	\$100	25%	\$75	\$100	30%	\$70
25 Mbps	\$200	20%	\$160	\$200	25%	\$150	\$200	30%	\$140
100 Mbps	\$300	20%	\$240	\$300	25%	\$225	\$300	30%	\$210

Please see Sprint's pricing proposals for the SPO provided in Appendix E.

Schedule B, Managed Services

If available, Offerors shall propose the Managed Services rates on Schedule B.

SCHEDULE B – MANAGED SERVICES

Provide the hourly rate for Managed Services.

Hourly Rate: _____

The State understands that there is 24x7 monitoring with managed services. The hourly rate is for the actual amount of time each month spent analyzing/responding/dealing with the actual services/devices for the customer.

For example: Based on an analysis of customer devices and services required, 5 hours per month of monitoring per month will be needed. The quoted rate is \$100 per hour, thus the monthly rate is \$500.

If an hourly rate is not appropriate, describe in the space provided below how Managed Services are charged.

Please see Sprint's pricing proposals for the SPO provided in Appendix E.

Schedule C, Minimum Qualifications

Offeror shall describe the minimum qualifications required for participation in the RFP on Schedule C. Failure to Comply with any of these requirements may result in disqualification of the Offeror.

SCHEDULE C – MINIMUM QUALIFICATIONS

Item No.	Qualifications – Section 2.2 describes minimum qualifications required for participation. Failure to Comply with any of these requirements may result in disqualification of the Offeror.	Comply, Does Not Comply, Exception	Explanation
2.2.1	Meets the Technical Support Requirements		
2.2.1.1	Offeror shall be provide toll free telephone support via a technical support center which is staffed 24 hours a day, 7 days a week, 365 days a year (24x7x365).	COMPLY	<p>IP Services (IPS) is the group within Sprint Network Services responsible for managing all Sprint IP Services, including SprintLink, Dedicated Internet Access (DIA), Global Multi Protocol Label Switching (GMPLS), Peerless IP (PIP), GMG DSL and Network-Based Virtual Private Network (NVPN). Encompassing a Tier-I customer-facing team, Tier-II and III technical support teams, and a Tier-IV advanced technical support team, IPS provides proactive network surveillance and technical support 24x7, from 3 geographically diverse network operations centers (Reston, VA, Atlanta, GA, and Maitland, FL). These centers are staffed with operations specialists, analysts and engineers with technical expertise in managing large scale IP networks. Many of these associates hold leading industry certifications including Cisco's prestigious CCIE certification.</p> <p>IPS constantly monitors the health and quality of the Sprint Global IP network, and manages customer-impacting events on both a reactive and proactive basis.</p> <p>Reactive Network Management</p> <p>IPS works with the Sprint Business Technical Service Assurance center (BTSA) in Atlanta, Georgia to facilitate reactive network and trouble ticket management for all of Sprint's IP customers, and offers an enhanced NOC-to-NOC option for qualifying customers whose business requirements warrant heightened monitoring visibility and enhanced support. Customers may contact the BTSA at any time to initiate a trouble ticket; any subsequent troubleshooting, status updates, or coordinated testing that follows is arranged with the customer via BTSA.</p> <p>♦ NOC-to-NOC status avails the customer of dedicated trouble ticket queues, augmented outage sensitivity and proactive alarm thresholds, and a direct</p>

			<p>line to the IPSA Network Operations Center (bypassing the BTSA).</p> <ul style="list-style-type: none"> ◆ Proactive Network Management ◆ IPS employs a state-of-the-art Network Management Infrastructure to monitor the Sprint Global IP Network in real time, correlate fault detection and isolation with trouble ticket creation, and drive planned and unplanned outage notifications. Some of the key components of this system are: <ul style="list-style-type: none"> ◆ Nerve Center – Receives, correlates, and filters actively polled and trapped SNMP alarms from all managed router and switch nodes in the IP Network. ◆ SysEdge – Receives, correlates, and filters SNMP alarms from all managed Sun Server nodes in the IP Network. ◆ NetCool – Using proprietary applications developed by Sprint, IPS gathers additional information and applies rules processing to Nerve Center and SysEdge alarms before presenting them to the Network Operations Center via the NetCool Motif desktop client. ◆ IPSA Ticket Automation – Interfaces with Sprint's Trouble Reporting System (TRS) and NetCool to automatically generate trouble tickets after certain event thresholds are met. ◆ ISA-ITP - Immediately after auto ticket generation, the suspect circuit or node undergoes a series of initial automated diagnostics to gather relevant information for IPS Tier II & III troubleshooting efforts. The ISA-ITP application evaluates the outage type and customer information to determine the proper fix agency to engage. ◆ Customer Management Center (CMC) and Emergency Network Services (ENS) – A subscription service through which IPS notifies the SPO account team of upcoming planned maintenance and unplanned outages: www.sprint.net/subscribe/.
2.2.1.2	Offeror shall initiate troubleshooting within 30 minutes of receiving a call and if necessary, deploy technicians onsite within two Business Hours of problem determination on Oahu and four Business Hours on the neighbor islands.	COMPLY	<p>Proactive Primary WAN Problem Identification – Sprint MNS will proactively identify a customer WAN circuit problem using proactive monitoring methods. Once the customer's WAN interface does not respond, Sprint's monitoring platform generates an alarm.</p> <p>Proactive Trouble Ticket Creation for Primary WAN – When an alarm is generated, Sprint MNS does not generate a proactive ticket immediately. Sprint MNS uses an alarm aging policy, which is a period of time (in minutes) that the alarm must be constantly present on Sprint monitoring platform before a ticket will automatically generate. For MNS</p>

			Complete customers the following alarm aging policy is used.
2.2.1.3	The Offeror must employ a minimum of five (5) support technicians residing in Hawaii and support all islands where service is offered.	COMPLY	
2.2.2	Meets the Reliability Requirements		
2.2.2.1	Offeror shall provide circuit reliability that meets or exceeds 99.99% availability over the past two years for each offered service.	COMPLY	Please refer to the SLA document
2.2.3	Provides Basic Required Services		
2.2.3.1	At a minimum, Offeror shall provide Broadband Ethernet to the islands of Oahu, Kauai, Maui, and the island of Hawaii Or Internet Service Provider (ISP) service to Oahu and at least one other island of at least 300Mbps.	COMPLY	Sprint offers Ethernet services on Oahu for up to 10 gbps and offers up to 2.4 gbps to the other islands of the State of Hawaii.

2.2.3.2	All neighbor island services must be able to terminate on Oahu.	COMPLY	All Sprint connections terminate to the Pearl City node.
2.2.4	Ownership of Network Infrastructure		
2.2.4.1	Offeror shall be directly responsible for the monitoring, management and maintenance of its telecommunication infrastructure and its associated network equipment. Offeror must have direct control of the management and maintenance of its network backbone infrastructure.	COMPLY	Please refer to section 2.2.1
2.2.5	Existing Installation in the State of Hawaii		
2.2.5.1	Offeror shall be an experienced provider of the proposed telecommunication services with existing installations in the State of Hawaii.	COMPLY	Sprint is a Tier 1 provider with a global presence and services including voice, data, and wireless.

Subcontractors

Primary Offerors may create partnerships with subcontractors.

No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

If subcontractor(s) are used, a statement from each subcontractor shall be included in the proposal, signed by an individual authorized to legally bind the subcontractor, and stating:

- ***The subcontractor's name, mailing address, telephone number, fax number, and contact person.***
- ***The general scope of work to be performed by the subcontractor.***
- ***The subcontractor's willingness to perform the work indicated. The Offeror shall provide a list of similar work performed by the subcontractor.***

After award, changes in partnerships with subcontractors requires prior approval of the State. Contractor shall submit the same information as identified above.

Sprint does not anticipate using any subcontracts to fulfill services for the State of Hawaii.
Sprint does not consider LECs subcontractors.

Confidential Information Separated

If Offeror believes that any portion of its proposal or correspondence contains information that should be withheld as confidential, then the Procurement Officer should be so advised in writing and shall be furnished with justification for confidential status. Price is not considered confidential and shall not be withheld.

Offeror shall place all Confidential Information in this section.

Nondisclosure - Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in the Agreement. This obligation will continue until 2 years after the Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. In addition, either party may disclose this Agreement to an entity that is an Affiliate of Customer on the Effective Date, provided that the Affiliate has signed (a) an Affiliate Enrollment Form or (b) a non-disclosure agreement reasonably acceptable to Sprint and Customer. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other Sprint services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

General Conditions of Purchase

To the extent Sprint has clarified or taken exception to a RFP term, the AG General Conditions dated 4/15/09 or the SPO General Provisions dated 8/5/09, or to the extent Sprint has proposed additional terms not addressed in the RFP, such comments have been included only after careful consideration of the RFP requirements, Sprint's corporate policies, and applicable law. Sprint has made a good faith effort to respond to all RFP terms and requirements to the best of its ability and knowledge. If Sprint is awarded the contract, Sprint will negotiate in good faith to execute a definitive agreement for the equipment and services contemplated by the RFP that will incorporate elements of the RFP, the AG General Conditions dated 4/15/09, the SPO General Provisions dated 8/5/09, and Sprint's RFP responses, and any additional commercially reasonable terms and conditions negotiated by the parties.

2.13 OTHER CHARGES

Rate Adjustments. CONTRACTOR may impose additional regulatory fees; administrative charges; and charges or surcharges for the costs CONTRACTOR incurs in **Complying** with governmental programs. These charges include, but are not limited to, state and federal Carrier Universal Service Charges ("CUSC"), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission ("FCC") requires that CONTRACTOR contribute to the Universal Service Fund ("USF") based on interstate revenues derived from services that CONTRACTOR in good faith has treated as exempt, including but not limited to, information services, CONTRACTOR will invoice STATE the CUSC for such Services beginning on the date established by the FCC as the date such services became subject to USF contributions. The amount of the fees and charges imposed may vary. Cost recovery charges are not taxes or government required charges. CONTRACTOR may impose additional charges or surcharges to recover amounts CONTRACTOR is charged for terminating or originating a call to other wireless carriers such as international mobile termination charges, and to recover increased access costs imposed on CONTRACTOR as a result of STATE's specific traffic patterns, network configuration or routing protocol.

2.14.1 (subcontractors)

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

SECTION 3 – PROPOSAL FORMAT AND CONTENT

3.2.10 Subcontractors

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

SECTION 5 – SPECIAL PROVISIONS

5.3(Q) Overview of the RFP Process (Ownership of Proposals) - *CONTRACTOR respectfully takes exception to the requirement that responses become the property of the State and proposes the following clarification:*

- *CONTRACTOR's proposal may contain information marked as "Sprint Proprietary and Confidential Information." Such Confidential Information may include, but is not limited to, products, materials, tools, and methodologies that are proprietary to CONTRACTOR. Such Confidential Information may constitute "trade secrets" within the meaning of the applicable law. The State shall protect such Confidential Information to the fullest extent possible pursuant to such applicable law and shall not publish, duplicate, use and disclose such Confidential information except as may be required by law. The State shall use such Confidential Information only for the evaluation of CONTRACTOR's proposal and for no other purpose. All intellectual property rights in CONTRACTOR's proposal materials remain in and/or are assigned to CONTRACTOR.*

5.17 Proposal as Part of Contract (Ownership of Proposals) - *CONTRACTOR respectfully takes exception to the requirement that responses become the property of the State and proposes the following clarification:*

- *CONTRACTOR's proposal may contain information marked as "Sprint Proprietary and Confidential Information." Such Confidential Information may include, but is not limited to, products, materials, tools, and methodologies that are proprietary to CONTRACTOR. Such Confidential Information may constitute "trade secrets" within the meaning of the applicable law. The State shall protect such Confidential Information to the fullest extent possible pursuant to such applicable law and shall not publish, duplicate, use and disclose such Confidential information except as may be required by law. The State shall use such Confidential Information only for the evaluation of CONTRACTOR's proposal and for no other purpose. All intellectual property rights in CONTRACTOR's proposal materials remain in and/or are assigned to CONTRACTOR.*

5.23 Sales Reports (audit) – *Sprint respectfully proposes the following clarification regarding audits pursuant to this provision:*

- *CONTRACTOR shall maintain in accordance with applicable law and generally accepted commercial standards all relevant customer billing records relating to this contract for a period of three (3) years following the date of acceptance of final payment under the contract. Upon reasonable prior written notice, CONTRACTOR shall make relevant customer billing records relating to the contract available to STATE at CONTRACTOR's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR's records, any third party auditor acting on behalf of the STATE shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR's sole discretion to execute CONTRACTOR's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR's records.*

5.25 Liquidated Damages [Internal Comment: See Legal's proposed "cap" language exception/response in Section IV of this Memo. The Account Team and Pricing should confirm whether a full exception, different cap amount or different calculation is preferred.] - *CONTRACTOR has read, understands and will **Comply**, subject to the following modification: In no event will the STATE assess, nor will CONTRACTOR be liable for, more than Five Thousand Dollars (\$5,000.00) in liquidated damages in a calendar month.*

5.26 Contract Modifications – *Sprint has read, understands and will **Comply** subject to the following modifications/clarification: Please insert the following at the beginning of this clause: "**Except as otherwise provided in Section 2.13,**"*

5.28 Governing Law; Cost of Litigation - *CONTRACTOR has read, understands and will **Comply**, subject to the following clarification: This provision shall not be applicable to costs and expenses incurred by or imposed on the State, including attorneys' fees, relating to litigation between CONTRACTOR and the STATE.*

5.32 Conflicts of Interest - *To the best of Sprint's actual knowledge: (i) no director, officer or employee of Sprint is an official or employee of the ; (ii) no employees or officials (or their family members) of the State are employees of Sprint; (iii) no employees or officials (or their family members) of the State will directly or indirectly benefit from the proposed transaction except to the extent such employees or officials (or their family members) are shareholders of Sprint, in which case they would only benefit to the extent that any shareholder of Sprint would benefit directly or indirectly (if at all) from the transaction; and (iv) Sprint is not aware of any existing or potential conflict of interest. However, Sprint is a publicly traded company with approximately 40,000 employees, and Sprint has no mechanism to track whether any employee or official of the State (or their family members) are shareholders of Sprint or whether any Sprint director, officer or employee has family relationship with employees or officials of the State. Ownership of Sprint's publicly traded stock changes daily, and, therefore, it is not commercially feasible to ascertain the ownership percentage of individual owners.*

5.33 Waiver – *CONTRACTOR respectfully takes exception to the unilateral nature of this provision and requests that it be made mutual by inserting "or Contractor" after "the State" throughout the provision.*

AG GENERAL CONDITIONS DATED 4/15/09

2(c) (assumption of liability) 2nd sentence

– *CONTRACTOR respectfully takes exception to the second sentence of this provision and requests that it be deleted. Indemnification and liability are addressed in CONTRACTOR's response to Section 7 below and in CONTRACTOR's Additional Terms and Conditions.*

2(d) (Tax Responsibility) - *CONTRACTOR respectfully takes exception to the first sentence of this provision and proposes the following alternative:*

- A. **Taxes Not Included.** *CONTRACTOR's rates and charges for Products and Services do not include taxes. STATE will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, value-added, property, transaction, or other local, state, or national taxes or charges imposed or based on the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by CONTRACTOR is posted on the Rates and Conditions Website.*
- B. **Withholding Taxes.** *Notwithstanding any other provision of this Agreement, if a jurisdiction where STATE conducts business requires STATE to deduct or withhold separate taxes from any amount due to CONTRACTOR, STATE must notify CONTRACTOR in writing. CONTRACTOR will then increase the gross amount of STATE's invoice so that, after STATE's deduction or withholding for taxes, the net amount paid to CONTRACTOR will not be less than the amount CONTRACTOR would have received without the required deduction or withholding.*
- C. **Tax Exemptions and Exclusions.** *CONTRACTOR will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by STATE and statutory exemptions and will not bill STATE for any such exempted taxes. STATE will not be responsible for payment of CONTRACTOR's direct income and employment taxes.*

6. Subcontracts and Assignments - *CONTRACTOR has read, understands and will **Comply**, subject to the following clarification: The State expressly consents to CONTRACTOR's use of the subcontractors specifically identified in CONTRACTOR's Proposal.*

7. Indemnification and Defense - *CONTRACTOR respectfully takes exception to the first sentence of this provision and proposes the following alternative:*

CONTRACTOR will indemnify and defend STATE, its directors, officers, employees, agents and their successors against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorney's fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of CONTRACTOR or its subcontractors, directors, officers, employees or authorized agents.

To be indemnified, STATE must (A) give CONTRACTOR prompt written notice of the claim, (B) give CONTRACTOR full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice CONTRACTOR's ability to satisfactorily defend or settle the claim. CONTRACTOR will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. STATE will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but CONTRACTOR will retain sole control of the claim's settlement or defense.

8. Cost of Litigation - *CONTRACTOR has read, understands and will **Comply**, subject to the following clarification: This provision shall not be applicable to costs and expenses incurred by or imposed on the State, including attorneys' fees, relating to litigation between CONTRACTOR and the STATE.*

12(a)(2). Suspension of Contract - *CONTRACTOR has read, understands and will **Comply**, subject to the following clarification: The phrase "as applicable" should be inserted at the end of this sentence in order to make clear that whether the termination is for convenience or default is dependent on the factual situation and not the sole discretion of the State.*

12(b)(2). Cancellation or expiration of the order - *CONTRACTOR has read, understands and will **Comply**, subject to the following modification: CONTRACTOR requires that the time period for asserting a claim be "sixty (60)" days instead of thirty (30). Sprint requires a commercially reasonable time period for asserting a claim.*

12(c). Termination of stopped performance - *CONTRACTOR has read, understands and will **Comply**, subject to the following clarification: The phrase "as applicable," should be inserted after the phrase "for default or convenience" in order to make clear that whether the termination is for convenience or default is dependent on the factual situation and not the sole discretion of the State.*

13(a). Default - *CONTRACTOR has read, understands and will **Comply**, subject to the following:*

- (i) *CONTRACTOR requires that the cure period be "thirty (30)" days instead of ten (10); and*
- (ii) *CONTRACTOR respectfully takes exception to being liable for the STATE's re-procurement costs or "cost of cover" as we see these amounts to be a form of consequential damages. CONTRACTOR does not accept the imposition of consequential, indirect, incidental, or punitive damages. Accordingly, CONTRACTOR requires deletion of the phrase "and shall be liable for excess costs incurred in procuring similar goods or services" in the last sentence of this provision.*

13(c). Compensation (cost of cover) *CONTRACTOR has read, understands and will **Comply**, subject to the following:*

CONTRACTOR respectfully takes exception to being liable for the STATE's re-procurement costs or "cost of cover" as we see these amounts to be a form of consequential damages. CONTRACTOR does not accept the imposition of consequential, indirect, incidental, or punitive damages. Accordingly,

CONTRACTOR requires deletion of the phrase “and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services” in the last sentence of this provision.

14(c). Rights to goods and work product – *CONTRACTOR respectfully takes exception to this requirement and requests that it be deleted in its entirety. CONTRACTOR is not creating any “works for hire” and therefore is not aware of any goods or work product that would be transferred from CONTRACTOR to the STATE. CONTRACTOR must retain all rights in CONTRACTOR’s (and its subcontractor’s and vendor’s) intellectual property utilized in contract performance. If the STATE believes this provision to be applicable, CONTRACTOR requests that the STATE specifically identify and list for CONTRACTOR’S review any work product or goods that STATE believes should be transferred.*

14(d)(3)(B). Compensation - *CONTRACTOR has read, understands and will **Comply**, subject to the following: CONTRACTOR requests that the phrase “it appears” be deleted and replaced with “**it is conclusively determined by a court of competent jurisdiction.**” “It appears” is a vague and immeasurable standard.*

17(c). Payment Procedures; Final Payment; Tax Clearance – *CONTRACTOR respectfully takes exception to this requirement and requests that it be deleted in its entirety. This is not a construction contract and therefore CONTRACTOR’s payment arrangements with its subcontractors (if any) will have no impact on the STATE.*

20(b). Change Order - *CONTRACTOR has read, understands and will **Comply**, subject to the following modification: CONTRACTOR requires that the time period for asserting a claim for adjustment be “**sixty (60)**” days instead of ten (10).*

26. Ownership Rights and Copyright - *CONTRACTOR respectfully takes exception to this requirement and proposes the following alternative:*

(a) The STATE’s rights in the products and services provided under this contract shall be for purposes of the STATE’s internal business only (which includes use by third parties doing business with the State, to the extent contemplated in the RFP) during the term of this Agreement. All other intellectual property rights in the products and services remain in and/or are assigned to CONTRACTOR. Ownership of the underlying copyright in any such documents or materials used or created by Sprint in performance of the contract shall remain with Sprint, Sprint’s licensor or other third party licensor. In no event does the STATE obtain any ownership rights in the copyright to any materials, documents, recommendations, studies, plans, drawings, screen designs, screen outputs, and deliverables or to any third party software embedded in the Product and any elements of any software proprietary to Sprint.

*(b) Where software is provided with a product or service, the STATE is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable the STATE to use the products and services in accordance with the applicable licensing requirements. Software licensing terms and conditions of CONTRACTOR’s software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by CONTRACTOR on its rates and conditions website (<http://www.sprint.com/ratesandconditions>). CONTRACTOR may suspend, block or terminate STATE’s use of any software if STATE fails to **Comply** with any applicable licensing requirement.*

(c) The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall CONTRACTOR be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the Products and services provided under this contract. In addition, CONTRACTOR shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and

techniques within the scope of its business practices that are used in the course of providing the Products and services to the STATE.

28. Audit - CONTRACTOR has read, understands and will **Comply** with this provision, subject to the following clarifications/modifications:

- CONTRACTOR shall maintain in accordance with applicable law and generally accepted commercial standards all relevant customer billing records relating to this contract for a period of three (3) years following the date of acceptance of final payment under the contract. Upon reasonable prior written notice, CONTRACTOR shall make relevant customer billing records relating to the contract available to STATE at CONTRACTOR's business offices during normal business hours for inspection, examination or audit. Further, due to the highly sensitive and proprietary nature of CONTRACTOR's records, any third party auditor acting on behalf of the STATE shall be subject to prior approval by CONTRACTOR and may be required at CONTRACTOR's sole discretion to execute CONTRACTOR's standard Non-Disclosure Agreement prior to examining, inspecting, copying or auditing CONTRACTOR's records.

32. Antitrust - CONTRACTOR has read, understands and will **Comply** with this provision, subject to the clarification that CONTRACTOR will assign such causes of action to STATE to the extent STATE can demonstrate that it has either (1) paid monies not otherwise due or (2) received less compensation than it would otherwise have been entitled to receive as a result of violations of federal or state antitrust laws.

33. Patented Articles – CONTRACTOR respectfully takes exception to this provision and proposes the following alternative:

CONTRACTOR will indemnify and defend STATE, STATE's directors, officers, employees, agents, and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. CONTRACTOR's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by STATE; or (ii) STATE's continued use of infringing Services after CONTRACTOR provides reasonable notice to STATE of the infringement.

For any third party claim that CONTRACTOR receives, or to minimize the potential for a claim, CONTRACTOR may, at its option and expense, either:

- (A) procure the right for STATE to continue using the Services;
- (B) replace or modify the Services with comparable Services; or
- (C) or terminate the Services.

To be indemnified, STATE must (A) give CONTRACTOR prompt written notice of the claim, (B) give CONTRACTOR full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice CONTRACTOR's ability to satisfactorily defend or settle the claim. CONTRACTOR will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. STATE will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but CONTRACTOR will retain sole control of the claim's settlement or defense.

42(b)(4). Confidentiality of Personal Information [page 15] – CONTRACTOR has read, understands and will **Comply** with this provision, subject to the following clarification: CONTRACTOR requests that the phrase "**received from the STATE**" be inserted after "personal information" at the end of the provision.

42(c)(2). Confidentiality of Personal Information [page 15] – CONTRACTOR respectfully takes exception to Section 42(c)(2)(A)-(C) and requests deletion of these provision. Not all of CONTRACTOR's

employees sign individual confidentiality agreements. All of CONTRACTOR's employees are bound by the confidentiality provisions as set forth in CONTRACTOR's Code of Conduct.

Additional Terms and Conditions

Due to the fact that the RFP did not include many terms and conditions deemed material by Sprint in providing its equipment and services, Sprint respectfully requests that the following additional terms and conditions ("Additional Terms and Conditions"), which are expressly incorporated into and form a part of Sprint's offer, be incorporated into any resulting contract between Sprint and the State. Sprint respectfully requests the STATE's consideration of the following Additional Terms and Conditions, which represent Sprint's collective experience in government contracting as well as the commercially reasonable expectations Sprint has for all its customer relationships. Please note that Sprint's requests acknowledge and recognize the unique requirements of government customers; Sprint's commercial terms and conditions impose far greater obligations on customers than the requests presented in this section.

1. **Rates and Conditions Website.** The STATE's use of Sprint Products or Services is also governed by the applicable Tariffs, Schedules, or Product and Service annexes attached to this Agreement or accessible from the Rates and Conditions Website. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint.

2. **Definitions.**

- (a) **"Domestic"** means the 48 contiguous states of the United States and the District of Columbia, unless otherwise defined for a particular Product or Service in the applicable Tariffs, Schedules, or Product-specific Terms.
- (b) **"Network"** or **"Networks"** means the wireless and wireline transmission facilities owned and operated by Sprint or on Sprint's behalf by third parties under management agreements with Sprint.
- (c) **"Order"** or **"Purchase Order"** means a written or electronic order, or purchase order, submitted or confirmed by STATE and accepted by Sprint, which identifies specific Products and Services, and the quantity ordered. Verbal Orders are deemed confirmed upon STATE's written acknowledgement, or use, of Products or Services..
- (d) **"Order Term"** means the term designated for an individual Order.
- (e) **"Product(s)"** includes equipment, hardware, software, cabling or other materials sold or leased to STATE by or through Sprint as a separate item from, or bundled with, a Service.
- (f) **"Product-specific Terms"** means the separate descriptions, terms and conditions for certain non-regulated Products and Services. Product-specific Terms are incorporated into this Agreement as the Effective Date. Product-specific Terms are not otherwise subject to change during the Term.
- (g) **"Rates and Conditions Website"** means the website found at <http://www.sprint.com/ratesandconditions/>.
- (h) **"Schedule(s)"** are the terms and conditions governing Sprint's provision of certain intrastate, interstate and international interexchange Services. Schedules are subject to change during the Term under the rules and authority of the Federal Communications Commission ("FCC"). Schedules are posted on the Rates and Conditions Website.
- (i) **"Service(s)"** means wireline and wireless business communications services, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to STATE by or through Sprint under this Agreement, excluding Products.
- (j) **"Tariffs"** means the Sprint competitive local exchange carrier or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Term under the rules and authority of the relevant regulatory bodies. If, during the Term, Sprint entirely withdraws any Tariff that applies to Services in the Agreement, the Tariff terms and conditions then in effect will continue to apply to the Agreement. Tariffs are posted on the Rates and Conditions Website.
- (k) **"Demarcation Point"** means the point of interconnection between the local access provider's telecommunications facilities and the terminal equipment, protective apparatus or wiring at a STATE

premise. The Demarcation Point is an established location agreed upon by the local access provider and STATE.

- (l) “MRC” means monthly recurring charge.
- (m) “NRC” means non-recurring charge.
- (n) “NPA-NXX” includes successor NPA-NXXs due to introduction of a new area code.

3. ORDERS AND CHARGES.

(a) Orders.

- A. Purpose and Effect.** Orders describe the Products and Services being purchased, including quantity, delivery destinations, and any other information required by the Agreement. Except as required by applicable law or regulation or a “special customer arrangement” form signed by both parties, the terms and conditions appearing in an Order or in any acknowledgment or acceptance of an Order will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Agreement.
- B. Issuance and Acceptance.** Only persons authorized by STATE will issue Orders under the Agreement. Sprint may accept an Order by (1) signing and returning a copy of the Order to STATE; (2) delivering any of the Products or Services ordered; (3) informing STATE of the commencement of performance; or (4) returning an acknowledgment of the Order to STATE.
- C. Cancellation or Rejection.** STATE may cancel an Order at any time before Sprint ships the Order or begins performance, but STATE must pay any actual costs incurred by Sprint due to STATE’s cancellation. Sprint may reject or cancel an Order for any reason, including STATE’s negative payment history with Sprint, failure to meet Sprint’s ongoing credit approval, or limited availability of the Product or Service ordered. Sprint will notify STATE of rejected or canceled Orders.

(b) Rates.

- A. Rates.** During the Term, STATE will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
- B. Fixed Rates and Percentage Discounts.** The rates and discounts identified in the pricing Attachments will remain fixed for the Term (unless stated otherwise in the applicable Attachment). Rates and discounts not fixed in the pricing Attachments will be based on then-current Schedules, Tariffs, or price lists at the time of purchase. If pricing in this pricing Attachments are stated only as a percentage discount off of a Schedule, Tariff rate, or list price, the percentage discount is fixed for the Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied on no less than one day’s notice.

- (c) **Rate Adjustments.** Sprint may impose on STATE additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in **Complying** with governmental programs. These fees, charges or surcharges include, but are not limited to, state and federal Carrier Universal Service Charges (“CUSC”), Compensation to Payphone Providers, Telephone Relay Service, and Gross Receipts surcharges. If the Federal Communications Commission (“FCC”) requires that Sprint contribute to the Universal Service Fund (“USF”) based on interstate revenues derived from services that Sprint in good faith has treated as exempt, including but not limited to, information services, Sprint will invoice STATE the CUSC for such Services beginning on the date established by the FCC as the date such Services became subject to USF contributions. The amount of the fees and charges imposed may vary. Sprint may impose additional charges or surcharges to recover increased access costs imposed on Sprint as a result of STATE’s specific traffic patterns, network configuration or routing protocol.

(d) Taxes.

- A. Taxes Not Included.** Sprint’s rates and charges for Products and Services do not include taxes. STATE will pay all applicable taxes including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based

on, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

- B. Withholding Taxes.** Notwithstanding any other provision of this Agreement, if a jurisdiction in which STATE conducts business requires STATE to deduct or withhold separate taxes from any amount due to Sprint, STATE must notify Sprint in writing. Sprint will then increase the gross amount of STATE's invoice so that, after STATE's deduction or withholding for taxes, the net amount paid to Sprint will not be less than the amount Sprint would have received without the required deduction or withholding.
- C. Tax Exemptions and Exclusions.** Sprint will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by STATE and statutory exemptions and will not bill STATE for any such exempted taxes. STATE will not be responsible for payment of Sprint's direct income and employment taxes.

4. **Billing and Payment**

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

(b) **Repayment of Credits or Waived Charges.** If Sprint terminates a Service or the Agreement due to STATE's material breach, or STATE terminates a Service or the Agreement before the end of any applicable Order Term or minimum service term (unless due to Sprint's material breach), STATE will repay Sprint a pro rata portion of any credits issued or charges waived, based upon the number of months remaining in the Order Term or minimum service term at the time of termination. This provision does not apply to service level credits issued by Service outages.

5. **WARRANTIES.** EXCEPT AS, AND THEN ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.

6. **EQUIPMENT AND SOFTWARE.**

(a) **Equipment.**

- A. Products.** Sprint does not manufacture Products and, except as provided in this Agreement, is not responsible for the acts or omissions of the original equipment manufacturer.
- B. Title to Equipment.** Sprint or its suppliers retain title and property rights to Sprint-provided equipment (excluding equipment sold to STATE under this Agreement). Upon termination or expiration of the Agreement or the applicable Service, STATE will surrender and immediately return Sprint-provided equipment (excluding equipment sold to STATE under this Agreement) to Sprint.

(b) **Software License.**

- A. Licensing Requirements.** Where software is provided with a Product or Service, STATE is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable STATE to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions of Sprint's software vendors are provided through click and use screens, shrink-wrap notices, physical copies delivered at the time of Product or Service installation, or copies posted by Sprint on the Rates and Conditions Website. Sprint may suspend, block or terminate STATE's use of any software if STATE fails to **Comply** with any applicable licensing requirement.

- B. Prohibitions.** STATE may not use software on behalf of third parties or for time share or service bureau activities, or to use or obtain any source code. STATE may not reverse engineer, decompile, modify, enhance, or copy Sprint-provided software.
- C. Ownership.** Sprint or its suppliers retain title and property rights to all software. Upon termination or expiration of the Agreement or the applicable Service, the related software license will terminate and STATE will return all copies of software to Sprint or provide certification that it has permanently deleted all Sprint-provided software from STATE-owned Equipment.
- (c) **Third-Party Equipment or Software.** STATE is responsible for any items not provided by Sprint (including, but not limited to third party equipment or software) that impair Product or Service quality. Upon notice from Sprint of an impairment, STATE will promptly cure the problem. STATE will continue to pay Sprint for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the Sprint's networks by Sprint or third parties, Sprint, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to STATE, although Sprint will provide advance notice where practical. At STATE's request, Sprint will troubleshoot the impairment at Sprint's then-current time and materials rates. Sprint is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

7. CUSTOMER RESPONSIBILITIES.

- (a) **Installation.** STATE will reasonably cooperate with Sprint or Sprint's agents to enable installation of the Products and Services. STATE is responsible for damage to Sprint On-Site Equipment, excluding reasonable wear and tear or damage caused by Sprint.
- (b) **Use of Products and Services.**
- A. Acceptable Use Policy.** STATE must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html> , as reasonably amended from time to time by Sprint.
- B. Abuse and Fraud.** STATE will not use Products or Services: (1) for fraudulent, unlawful or destructive purposes, including, but not limited to, unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of information; or (2) in any manner that causes interference with Sprint's or another's use of the Sprint network. STATE will promptly cooperate with Sprint to prevent third parties from gaining unauthorized access to the Products and Services via STATE's facilities.
- C. Traffic Pumping/Access Stimulation.** If STATE's traffic patterns, routing protocols or network configuration generate access costs to Sprint that meet or exceed the revenues received from STATE, Sprint reserves the right, upon notice to STATE, to suspend or terminate Services to STATE. STATE will be liable for charges incurred prior to termination, including any adjusted access charges.
- D. Permits, Licenses and Consents.** STATE will obtain, maintain and abide by all required permits, licenses, or consents (e.g., landlord permissions, tax exemption certificates, software licenses, or local construction licenses) that may be applicable to its use of the Products and Services. This provision does not include permits, licenses, or consents related to Sprint's general qualification to conduct business.
- E. Resale Prohibited.** STATE may not resell or lease wireless Products or Services under this Agreement. Notwithstanding the foregoing, STATE may participate in the Sprint Wireless Recycling Program. STATE may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.
- F. Agency Relationship.** In countries where Sprint does not hold regulatory authority to provide the Services, STATE appoints Sprint as its agent to obtain, on STATE's behalf, from authorized providers, the required services and associated equipment in accordance with the applicable Order. Except to perform its duties in accordance with the applicable Order, Sprint, as STATE's agent pursuant to this section, will not make any representation or incur any liability for STATE.

8. PRIVACY, CPNI.

- (a) **Customer Proprietary Network Information.** As Sprint provides Products and Services to STATE, Sprint develops information about the quantity, technical configuration, type and destination of

Products and Services STATE uses, and other information found on STATE's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, STATE has a right, and Sprint has a duty, to protect the confidentiality of CPNI. For example, Sprint implements safeguards that are designed to protect STATE's CPNI, including using authentication procedures when STATE contacts Sprint. For some business accounts with a dedicated Sprint representative, Sprint may replace standard authentication measures with a pre-established point of contact that STATE may designate.

- (b) **Privacy.** Sprint's privacy policy, as amended from time to time, is available at www.sprint.com/legal/privacy.html. The privacy policy includes information about Sprint's customer information practices and applies to the provisioning of the Products and Services.

9. LIMITATIONS OF LIABILITY.

- (a) **Direct Damages.** Each party's maximum liability for damages caused by its failure to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or tangible personal property, caused by the party's negligent or willful misconduct; or (B) proven direct damages for all other claims arising out of this Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to STATE's total net payments for the affected Products and Services purchased in the 6 months prior to the event giving rise to the claim. STATE's payment obligations and Sprint's indemnification obligations under this Agreement are excluded from this provision.
- (b) **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- (c) **Unauthorized Access / Hacking.** Sprint is not liable for unauthorized third party access to, or alteration, theft, or destruction of STATE's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or STATE premise equipment.
- (d) **Sprint Disclaimers.** Sprint is not responsible for any loss, liability, damage, or expense, including attorney's fees, resulting from any third party claims alleged to arise in any way from :
 - A. STATE's failure to obtain permits, licenses, or consents that STATE is required to obtain to enable Sprint to provide the Products or Services (e.g., landlord permissions or local construction licenses);
 - B. The content of any information transmitted by, accessed, or received through, Sprint's provision of the Products and Services to STATE, including, but not limited to, claims: (A) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents arising from the use of equipment, hardware or software not provided by Sprint; or (C) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
 - C. STATE's breach of the licensing requirements in the Software License section;
 - D. STATE's failure to **Comply** with any provision of the Use of Products and Services section; or
 - E. Sprint's failure to pay any tax based on STATE's claim of a legitimate exemption under applicable law.

10. Sprint Right to Terminate.

- A. Sprint may suspend or terminate Products or Services or this Agreement immediately if STATE fails to cure any material breach of this Agreement within 30 days after receiving Sprint's written notice of such breach; or if STATE provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Services; or if STATE fails to **Comply** with applicable law or regulation and STATE's noncompliance prevents Sprint's performance under the Agreement. STATE's material failure does not include a failure caused by Sprint or a failure identified in the "Force Majeure" section.

- B. If Sprint terminates this Agreement under this “Sprint Right to Terminate” Section, STATE will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date.

11. **Education Customers and Programs.** Customers seeking funds through the Universal Service Schools and Libraries Funding Mechanism (“E-Rate Program”) or state or local corollaries to the E-Rate Program are subject to the “Schools and Libraries Funding Programs Annex” posted on the Rates and Conditions Website.

12. **Interexchange (Long Distance Services) Policies.**

- a) **General.** Sprint Communications Company L.P. provides the Products and Services priced in this Attachment. This Attachment's rates, charges, and discounts are in lieu of any promotions or discounts that are available under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Schedule, Tariff or public price list. STATE acknowledges and agrees that Sprint may change, on one day notice, the underlying rates in the applicable Sprint Schedule against which the percentage discounts will apply by posting such notice of changes to the Schedules.
- b) **Access at STATE Premise.** For Sprint-provided access, Sprint will provide the connection between the Sprint Point of Presence and the Demarcation Point. STATE is responsible for the connection, i.e. cable or wire, between the Demarcation Point and the STATE's suite. For STATE-provided access, STATE is responsible for the access from STATE's premise to the Sprint Point of Presence or Sprint Point of Presence Serving Wire Center, dependent on the access arrangement being purchased.
- c) **Agent Designation.** For Services provided to STATE in countries outside the United States, and as required by law, regulation, other service providers, or this Agreement, STATE appoints Sprint as STATE's agent during the Term for the limited purpose of procuring, ordering, leasing, or purchasing products and services necessary for providing Products and Services, including but not limited to local access and customer premise equipment necessary for the provision of the Products and Services.
- d) **Repayment.**
 - i) Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an “Order Term,” “Access Term Plan,” or similar language as listed in the applicable pricing Attachment. If STATE terminates an Order in whole or in part, before expiration of the Order Term (unless due to Sprint's material failure), or if Sprint terminates an Order under a termination right provided to Sprint under this Agreement, then STATE will pay the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:
 - (1) **Access Orders.** A lump sum equal to (a) the applicable monthly charges for any DS3 or greater dedicated access or any level of Ethernet access, multiplied by the number of months remaining in the Order Term, plus (b) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term; and
 - (2) **General Liability.** A lump sum equal to (a) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the initial term, plus (b) 50% of the applicable monthly charges multiplied by the number of months remaining in the initial term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term, less (d) amounts paid, if any, for early termination of either Ethernet or DS3 or greater bandwidth access under subsection (1) above; and
 - (3) **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a Local Exchange Carriers (“LEC”) or PTTs, as a result of STATE's early termination.
 - ii) **Waiver of Order Term Liabilities.** Upon prior approval of Sprint, STATE will not be liable for the early termination charges in Section (d)(i) above, if STATE orders another Service of the same or greater monthly price with an Order Term no less than the remaining months in the initial Order Term (or one year, whichever is greater) at the same time STATE provides Sprint with the termination notice. Such approval will be in Sprint's reasonable discretion and based upon financial and other business considerations.

- e) **Disconnect Notice.** For any disconnect to be effective, STATE must provide required written information through our online form at <http://www.sprintbiz.com/forms/disconnect.html>. Failure to provide required disconnect information may result in Sprint's revocation of connecting facility assignments from Sprint to the LEC and the STATE will be liable for any resulting usage and/or access charges. For Domestic Services, Sprint will have up to 30 days from the date the online form is completed to complete disconnection. For non-Domestic Services, Sprint may require a longer period to complete disconnection, and STATE will be responsible for charges through the last to occur of the 60th day after Sprint receives the completed disconnect form, or the date STATE stops using the Services.

13. **Order of Precedence.** If a conflict exists among provisions within the documents that form the Agreement, the following order of precedence will apply:

- (a) the final Agreement executed between the parties, including all relevant attachments;
- (b) Sprint's Proposal in response to STATE RFP-12-006-SW, as amended;
- (c) STATE RFP-10-006-SW, as amended;
- (d) State of Hawaii AG General Conditions dated 4/15/09; and
- (e) State of Hawaii State Procurement Office General Provisions for Goods and Services dated 8/5/09

Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

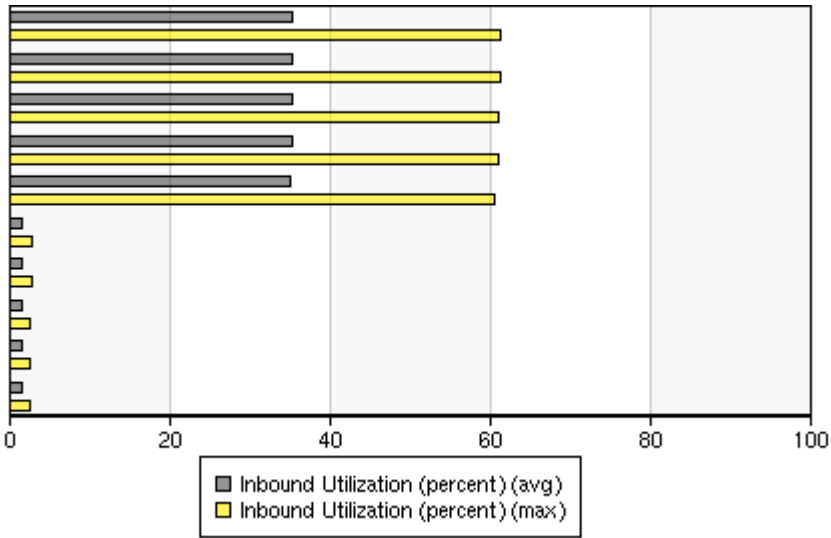
Appendix B

Sample Management Reports



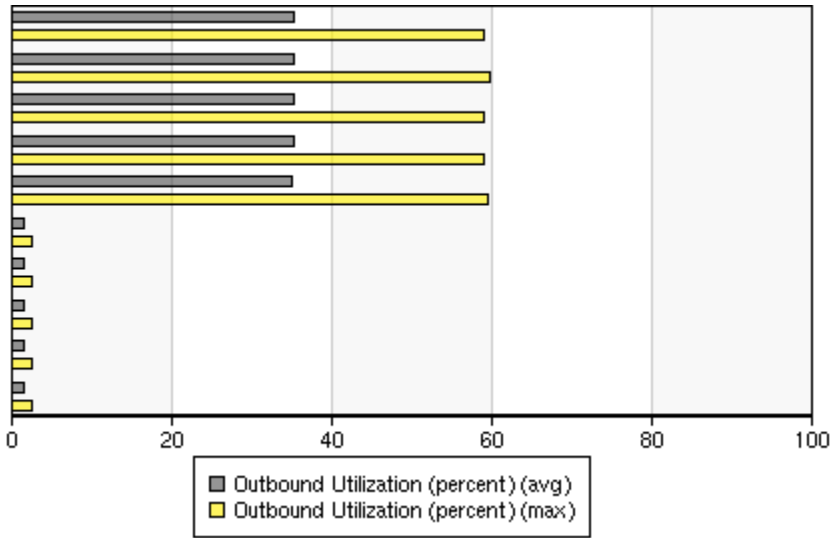
Inbound Utilization (percent)

Site Name	NUA	Speed	Router	Interface Name	Avg	Max
KPK		T-1	sl-pe11-prl	Serial10/0/2/11:0	35.16	61.22
KPK		T-1	sl-pe11-prl	Serial10/0/2/12:0	35.14	61.18
KPK		T-1	sl-pe11-prl	Serial10/0/2/13:0	35.13	60.99
KPK		6 Meg	sl-pe11-prl	Multilink115	35.13	60.95
KPK		T-1	sl-pe11-prl	Serial10/0/2/14:0	35.11	60.43
LAX		T-1	sl-pe13-ana	Serial3/1/0/23:0	1.51	2.65
LAX		T-1	sl-pe13-ana	Serial3/1/0/12:0	1.51	2.63
LAX		T-1	sl-pe13-ana	Serial3/1/0/11:0	1.51	2.58
LAX		6 Meg	sl-pe13-ana	Multilink194	1.51	2.62
LAX		T-1	sl-pe13-ana	Serial3/1/0/10:0	1.51	2.62



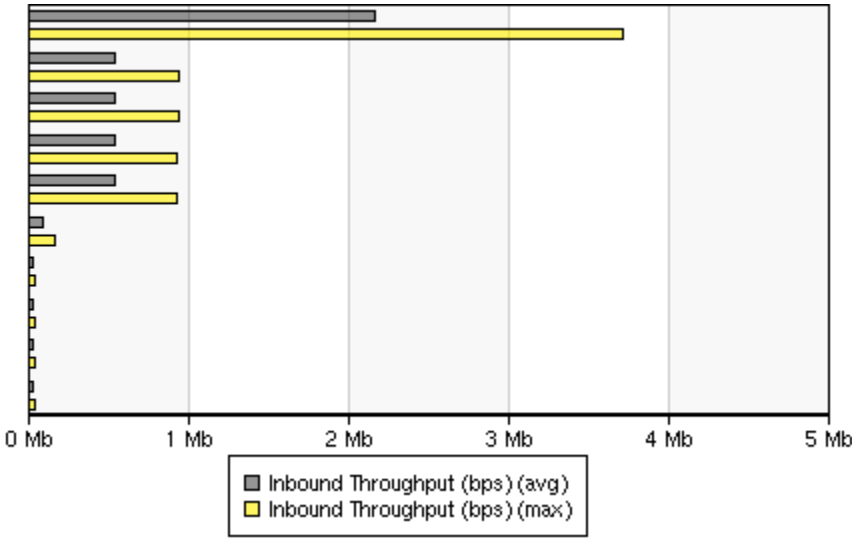
Outbound Utilization (percent)

Site Name	NUA	Speed	Router	Interface Name	Avg	Max
LAX		T-1	sl-pe13-ana	Serial3/1/0/23:0	35.13	59.11
LAX		T-1	sl-pe13-ana	Serial3/1/0/11:0	35.13	59.73
LAX		T-1	sl-pe13-ana	Serial3/1/0/12:0	35.13	58.91
LAX		6 Meg	sl-pe13-ana	Multilink194	35.13	58.88
LAX		T-1	sl-pe13-ana	Serial3/1/0/10:0	35.12	59.48
KPK		T-1	sl-pe11-prl	Serial10/0/2/14:0	1.51	2.58
KPK		T-1	sl-pe11-prl	Serial10/0/2/12:0	1.51	2.62
KPK		T-1	sl-pe11-prl	Serial10/0/2/11:0	1.51	2.62
KPK		6 Meg	sl-pe11-prl	Multilink115	1.51	2.6
KPK		T-1	sl-pe11-prl	Serial10/0/2/13:0	1.51	2.61



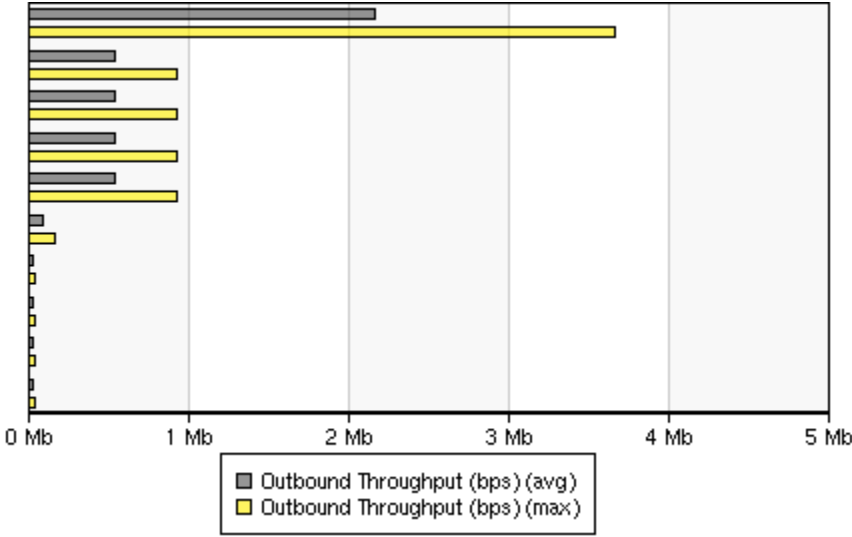
Inbound Throughput (bps)

Site Name	NUA	Speed	Router	Interface Name	Avg	Max
KPK		6 Meg	sl-pe11-prl	Multilink115	2.2 Mb	3.7 Mb
KPK		T-1	sl-pe11-prl	Serial10/0/2/11:0	540 Kb	933.6 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/12:0	539.7 Kb	932.8 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/13:0	539.6 Kb	930.1 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/14:0	539.2 Kb	928.6 Kb
LAX		6 Meg	sl-pe13-ana	Multilink194	92.6 Kb	159.8 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/23:0	23.2 Kb	40.5 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/12:0	23.2 Kb	40.1 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/11:0	23.2 Kb	39.4 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/10:0	23.1 Kb	40.1 Kb



Outbound Throughput (bps)

Site Name	NUA	Speed	Router	Interface Name	Avg	Max
LAX		6 Meg	sl-pe13-ana	Multilink194	2.2 Mb	3.7 Mb
LAX		T-1	sl-pe13-ana	Serial3/1/0/11:0	539.8 Kb	927.7 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/23:0	539.7 Kb	926.6 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/12:0	539.7 Kb	923.4 Kb
LAX		T-1	sl-pe13-ana	Serial3/1/0/10:0	539.6 Kb	923.9 Kb
KPK		6 Meg	sl-pe11-prl	Multilink115	92.5 Kb	160.1 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/14:0	23.2 Kb	39.9 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/12:0	23.2 Kb	40.4 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/11:0	23.2 Kb	40.5 Kb
KPK		T-1	sl-pe11-prl	Serial10/0/2/13:0	23.1 Kb	40.3 Kb



Interface Throughput Metrics - Eastern Time (US & Canada)

Site Name: --

Address:

City, State:

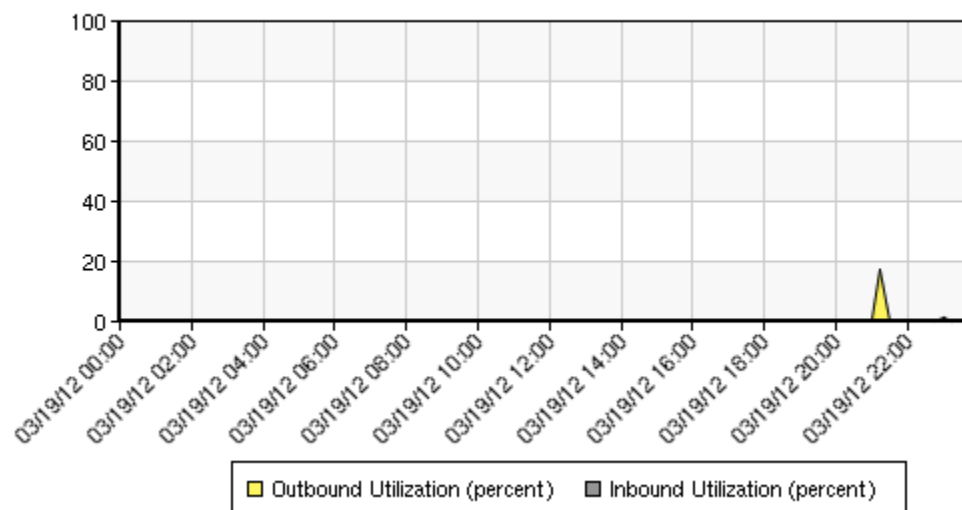
Sprint Network Address (NUA):

Sprint Router:

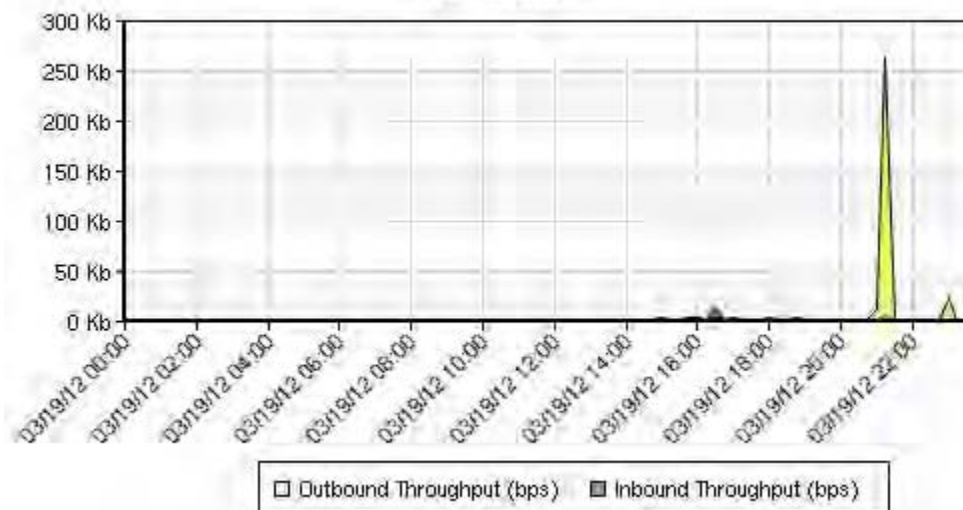
Sprint Interface:

Interface Speed: T-1

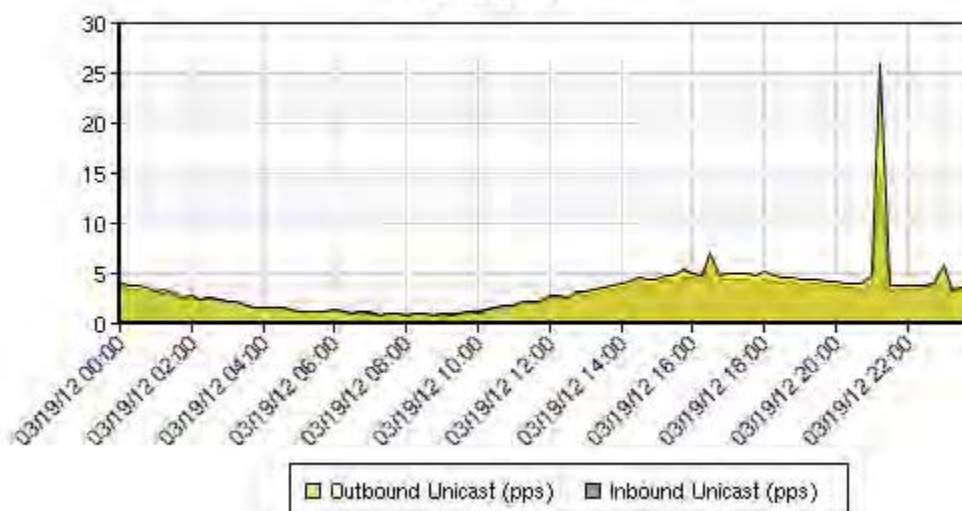
Inbound/Outbound Utilization (percent)
(03/19/2012)



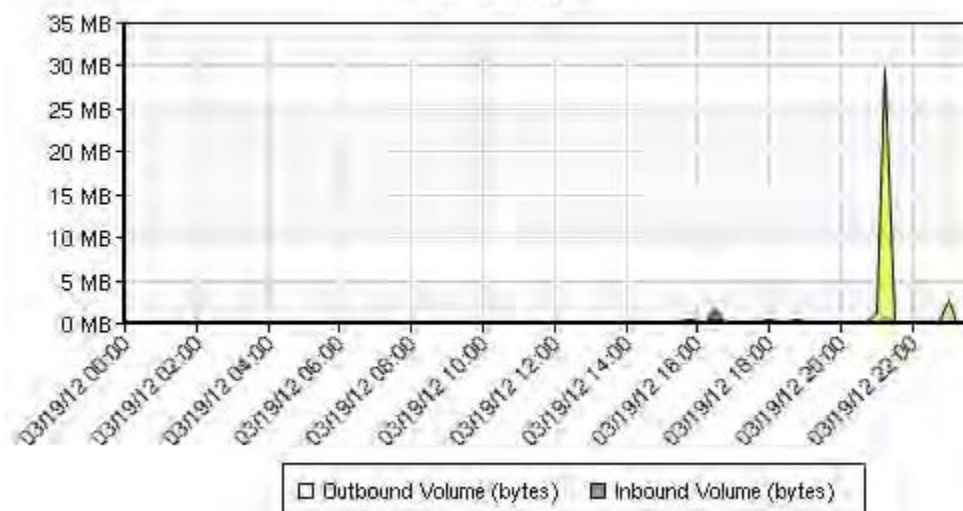
Inbound/Outbound Throughput (bps)
(03/19/2012)



Inbound/Outbound Unicast (pps)
(03/19/2012)



Inbound/Outbound Traffic Volume (bytes)
(03/19/2012)



Network Overview

Reported: March 21, 2012

Generated: March 22, 2012 09:52 PM

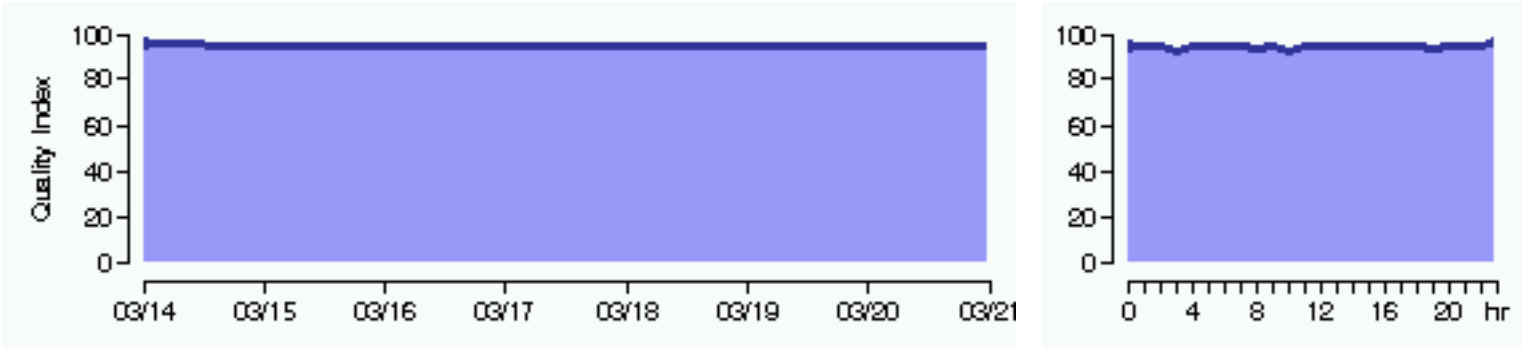
Historical Baseline: February 08 to March 20, 2012

Domain Description:

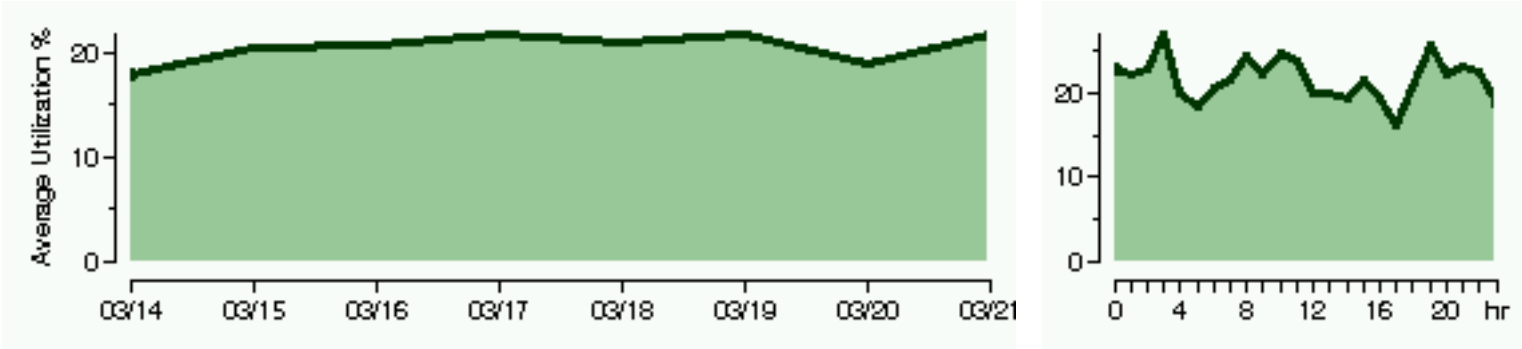
Domain:

Group: All groups

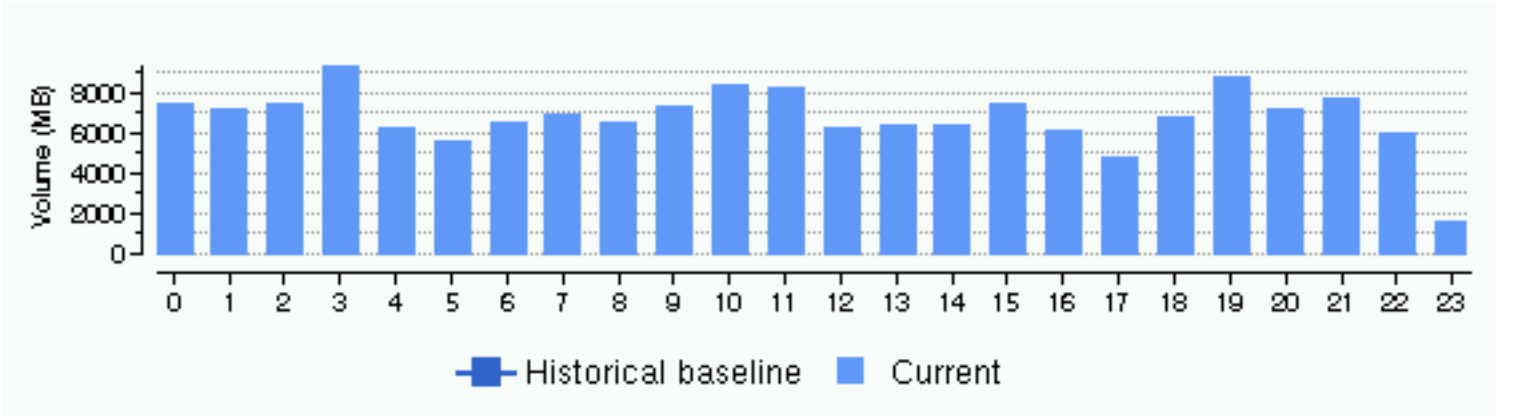
Network Quality



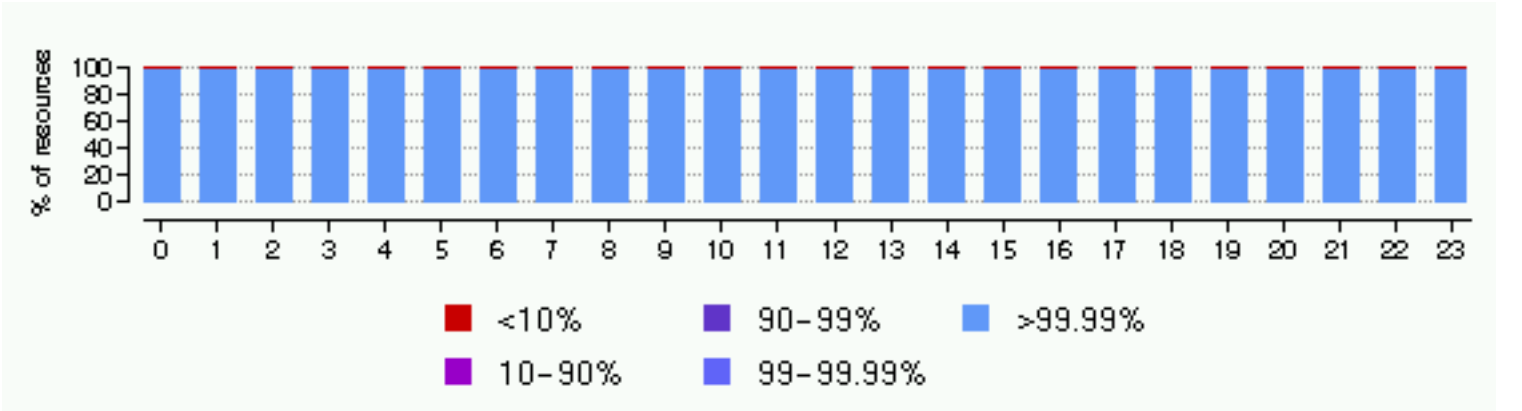
Average Network Utilization



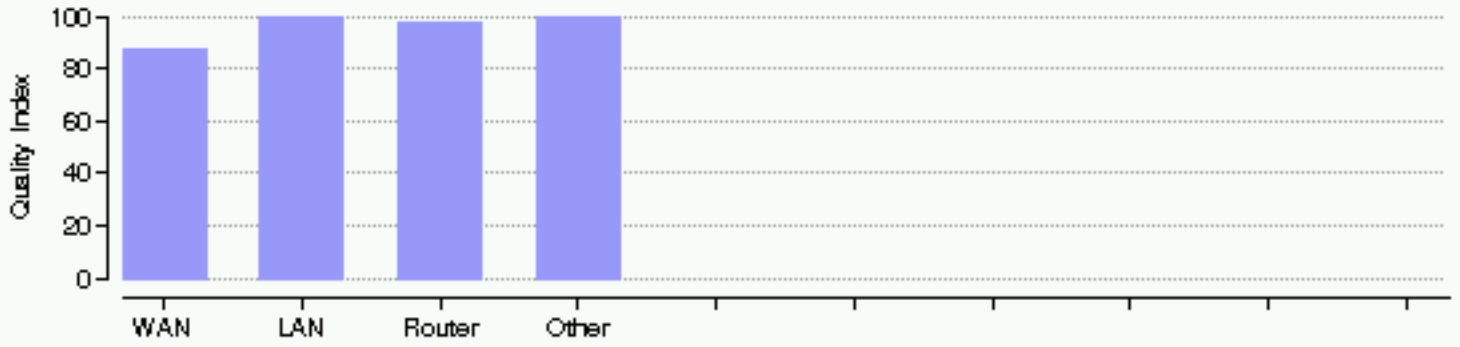
Total Network Volume by Hour



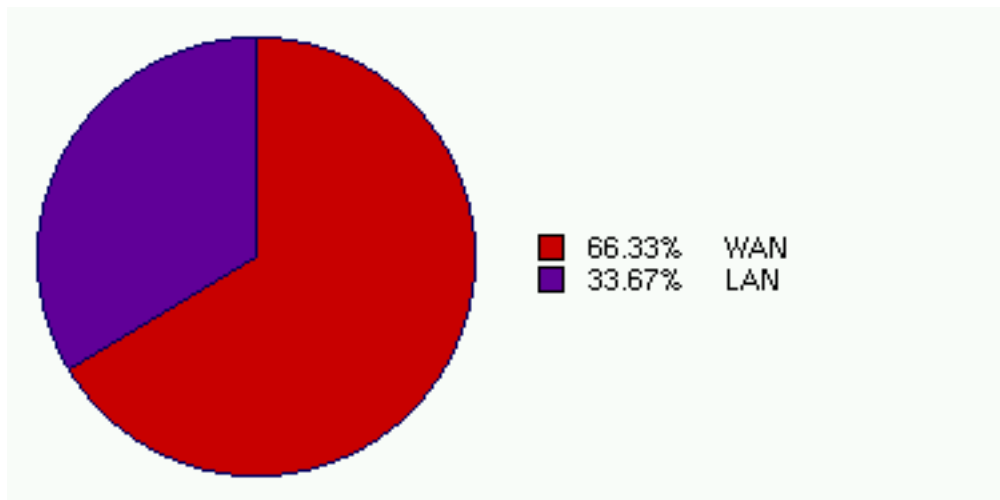
Network Availability Distribution by Hour



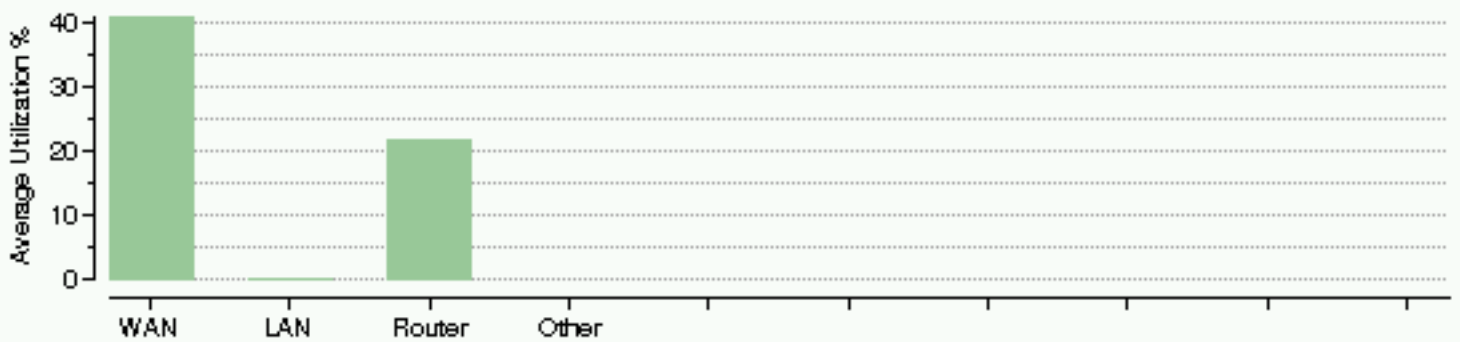
Quality by Technology



Total Volume by Technology












Utilization by Technology








- All groups

From Sun 03/18/2012 0:00 to Thu 03/22/2012 0:00 EDT










Cisco Router

Resource Name	Device Polling Address	Avg CPU Util (%)	Peak CPU Util (%)	Min Free Memory (Kbytes)	Peak Buf Fail/ Hour	Peak Buf NoMem/ Hour
<input type="checkbox"/> _____	 1.2		4.0	 290776	0	0
<input type="checkbox"/> _____	 0.0		0.0	 461985	0	0
<input type="checkbox"/> _____	 1.9		4.0	 283894	0	0

Cisco CPU














































Resource Name	Device Polling Address	CPU Index	Slot/Port Name	Avg CPU Util (%)	Peak CPU Util (%)
<input type="checkbox"/> _____	 1	CISCO2901/K9 chassis	1.0		5.0
<input type="checkbox"/> _____	 1	CISCO3945 CHASSIS	-	0.0	0.0
<input type="checkbox"/> _____	 1	CISCO2901/K9 chassis	1.6		5.0

Cisco Memory Pool

Resource Name	Device Polling Address	Memory Pool Name	Avg Mem Pool Util (%)	Peak Mem Pool Util (%)	Avg Largest Mem Avail (Bytes)	Peak Largest Mem Avail (Bytes)
<input type="checkbox"/> _____	 I/O	47.0		47.0	 19204931.4	19688956.0
<input type="checkbox"/> _____	 Processor	6.0		7.0	 245149728.2	245152452.0
<input type="checkbox"/> _____	 I/O	14.0		14.0	 263738100.6	264219356.0

<input type="checkbox"/>		Processor	8.0		8.0		470815880.0	470815880.0
<input type="checkbox"/>		I/O	47.0		47.0		19449229.9	19927164.0
<input type="checkbox"/>		Processor	9.0		9.0		253236512.0	253236512.0










WAN Circuit MIB II

Resource Name ▾		Device	Polling Address	ifIndex	Speed	Avg Util (%)	Peak Util (%)	Errors (%)	Discards (%)
<input type="checkbox"/>	- - -		15		6.144 Mbps				0.0
<input type="checkbox"/>	- - -		10		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		11		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		12		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		13		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		15		6.144 Mbps				0.0
<input type="checkbox"/>	- - -		10		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		11		1.536 Mbps				0.0
<input type="checkbox"/>	- - -		12		1.536 Mbps				0.0
	- - -				1.536				






- All groups

From Sun 03/18/2012 0:00 to Thu 03/22/2012 0:00 EDT







Cisco Router

Resource Name	Device Polling Address	Avg CPU Util (%)	Peak CPU Util (%)	Min Free Memory (Kbytes)	Peak Buf Fail/ Hour	Peak Buf NoMem/ Hour
<input type="checkbox"/> _____	 1.2		4.0	 290776	0	0
<input type="checkbox"/> _____	 0.0		0.0	 461985	0	0
<input type="checkbox"/> _____	 1.9		4.0	 283894	0	0

Cisco CPU

Resource Name	Device Polling Address	CPU Index	Slot/Port Name	Avg CPU Util (%)	Peak CPU Util (%)
<input type="checkbox"/> _____	 1	CISCO2901/K9 chassis	1.0		5.0
<input type="checkbox"/> _____	 1	CISCO3945 CHASSIS	-	0.0	0.0
<input type="checkbox"/> _____	 1	CISCO2901/K9 chassis	1.6		5.0

Cisco Memory Pool

Resource Name	Device Polling Address	Memory Pool Name	Avg Mem Pool Util (%)	Peak Mem Pool Util (%)	Avg Largest Mem Avail (Bytes)	Peak Largest Mem Avail (Bytes)
<input type="checkbox"/> _____	 I/O	47.0		47.0	19204931.4	19688956.0
<input type="checkbox"/> _____	 Processor	6.0		7.0	245149728.2	245152452.0
<input type="checkbox"/> _____	 I/O	14.0		14.0	263738100.6	264219356.0

<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	Processor	8.0	<div><div></div><div></div><div></div></div>	8.0	<div><div></div><div></div><div></div></div>	470815880.0	470815880.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	I/O	47.0	<div><div></div><div></div><div></div></div>	47.0	<div><div></div><div></div><div></div></div>	19449229.9	19927164.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>	Processor	9.0	<div><div></div><div></div><div></div></div>	9.0	<div><div></div><div></div><div></div></div>	253236512.0	253236512.0

WAN Circuit MIB II




Resource Name ▾		Device	Polling Address	ifIndex	Speed	Avg Util (%)	Peak Util (%)	Errors (%)	Discards (%)
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		15	6.144 Mbps	39.0	97.8	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		10	1.536 Mbps	39.0	97.7	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		11	1.536 Mbps	39.0	97.7	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		12	1.536 Mbps	39.0	97.4	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		13	1.536 Mbps	39.0	97.8	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		15	6.144 Mbps	38.8	96.6	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		10	1.536 Mbps	39.0	97.8	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		11	1.536 Mbps	39.0	97.4	0.0	0.0
<input type="checkbox"/>	<div><div></div><div></div><div></div></div>	<div><div></div><div></div><div></div></div>		12	1.536 Mbps	39.0	97.8	0.0	0.0
					1.536				

Scenario	Configuration	Throughput (Mbps)	Latency (ms)	Packet Loss (%)	Energy Consumption (Joules)
Scenario 1: Low Traffic	2x 400 Mbps	0.0	0.0	0.0	0.0
	4x 8 Gbps	0.0	0.0	0.0	0.0
Scenario 2: Medium Traffic	2x 1 Gbps	0.2	0.0	0.0	0.0
	4x 1 Gbps	0.0	0.0	0.0	0.0
Scenario 3: High Traffic	14x 8 Gbps	0.0	0.0	0.0	0.0
	8 Gbps	0.0	0.0	0.0	0.0

Local-to-Remote

Resource Name	Device	Polling Address	Availability (%)	Avg Received (%)	Avg Resp Time (msec)
1		100.000		100.000	135.2
2		100.000		100.000	115.2
3		100.000		100.000	69.7

MIB-II IP Totals

Resource Name	Device	Polling Address	Avg Datagrams (#/sec)	Error Datagrams (%)	Discarded In Datagrams (%)	Discarded Out Datagrams (%)	Missing Datagrams (%)
<div><div></div><div>1</div></div>		0.8	0.0	<div><div></div></div>	0.0	<div><div></div></div>	NA
<div><div></div><div>2</div></div>		0.3	0.0	<div><div></div></div>	0.0	<div><div></div></div>	NA
<div><div></div><div>3</div></div>		1.4	0.0	<div><div></div></div>	0.0	<div><div></div></div>	NA

MIB-II ICMP Data






- All groups

From Sat 09/24/2011 0:00 to Wed 03/21/2012 24:00 EDT






Cisco Router

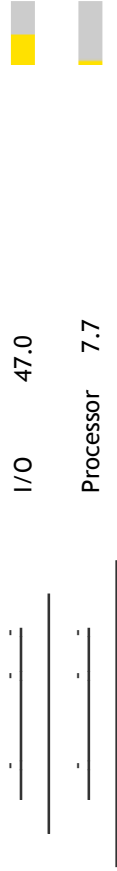
Resource Name	Polling Address	Current Avg CPU Util Trend (%)	1 Month (%)	3 Month (%)	6 Month (%)	1 Year (%)
- -	1.1		1.1	1.1	1.2	1.3 
-	0.0					
- - -	1.3		1.3	1.3	1.3	1.2 

Cisco CPU

Resource Name	Polling Address	CPU Index	Slot/Port	Current Avg CPU Util Trend (%)	1 Month (%)	3 Month (%)	6 Month (%)	1 Year (%)
- -	1		CISCO2901/K9 chassis	1.0 	1.0	1.0	1.1	1.2 
-	1		CISCO3945	0.0 				
CHASSIS			CHASSIS					
- -	1		CISCO2901/K9 chassis	1.1 	1.1	1.1	1.1	1.1 

Cisco Memory Pool

Resource Name	Polling Address	Memory Pool Name	Current Avg Mem Pool Util Trend (%)	1 Month (%)	3 Month (%)	6 Month (%)	1 Year (%)
- -	I/O 47.0						
-	Processor 8.0			8.1	8.4	8.7	9.4 
-	4 I/O 14.0						
-	Processor 8.0			8.0	8.0	8.0	8.0



WAN Circuit MIB II

Resource Name	Polling Address	ifIndex	Speed	Current Avg Util Trend (%)	1 Month			6 Month			1 Year		
					(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
-	-	15	6.144 Mbps	27.5	7.8	7.8	7.9	28.2	28.9	30.4	27.7	28.2	30.4
-	-	10	1.536 Mbps	27.5	7.8	7.8	7.9	28.2	28.9	30.3	27.7	28.2	30.3
-	-	11	1.536 Mbps	27.5	7.8	7.8	7.9	28.2	28.9	30.3	27.7	28.2	30.3
-	-	12	1.536 Mbps	27.5	7.8	7.8	7.9	28.2	28.9	30.4	27.7	28.2	30.4
-	-	13	1.536 Mbps	27.5	7.8	7.8	7.9	28.2	28.9	30.4	27.7	28.2	30.4
-	-	15	6.144 Mbps	26.8	7.8	7.8	7.9	26.1	25.4	24.0	26.5	26.1	24.0
-	-	10	1.536 Mbps	26.9	7.8	7.8	7.9	26.3	25.6	24.2	26.7	26.3	24.2
-	-	11	1.536 Mbps	26.9	7.8	7.8	7.9	26.3	25.6	24.2	26.7	26.3	24.2
-	-	12	1.536 Mbps	26.9	7.8	7.8	7.9	26.3	25.6	24.2	26.7	26.3	24.2
-	-	13	1.536 Mbps	26.9	7.8	7.8	7.9	26.3	25.6	24.2	26.7	26.3	24.2

Capacity Planning Summary

Reported: October 02, 2011 to March 22, 2012

Generated: March 22, 2012 09:56 PM

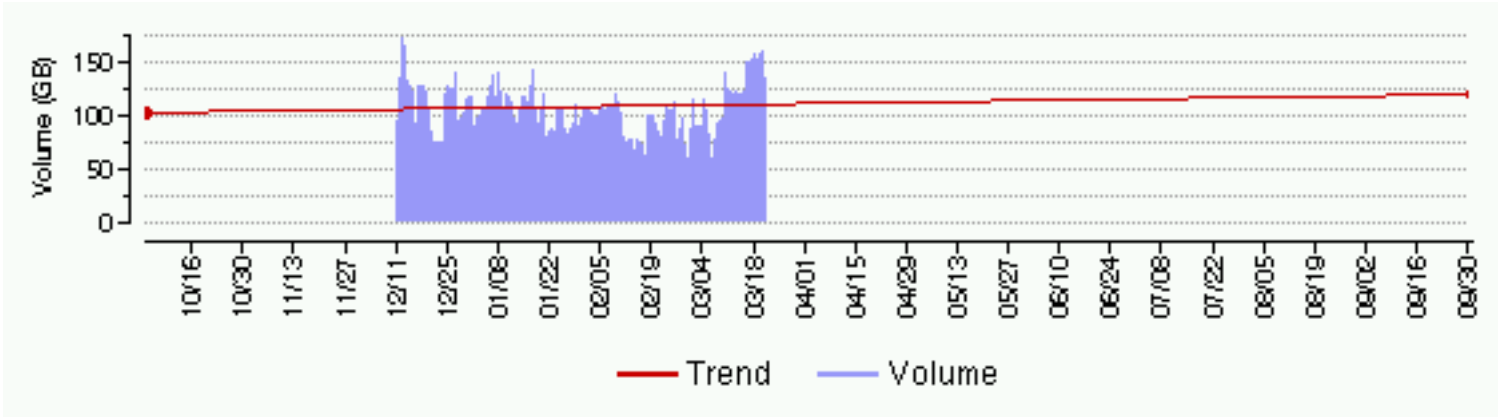
Trendline: October 02, 2011 to September 30, 2012

Domain Description:

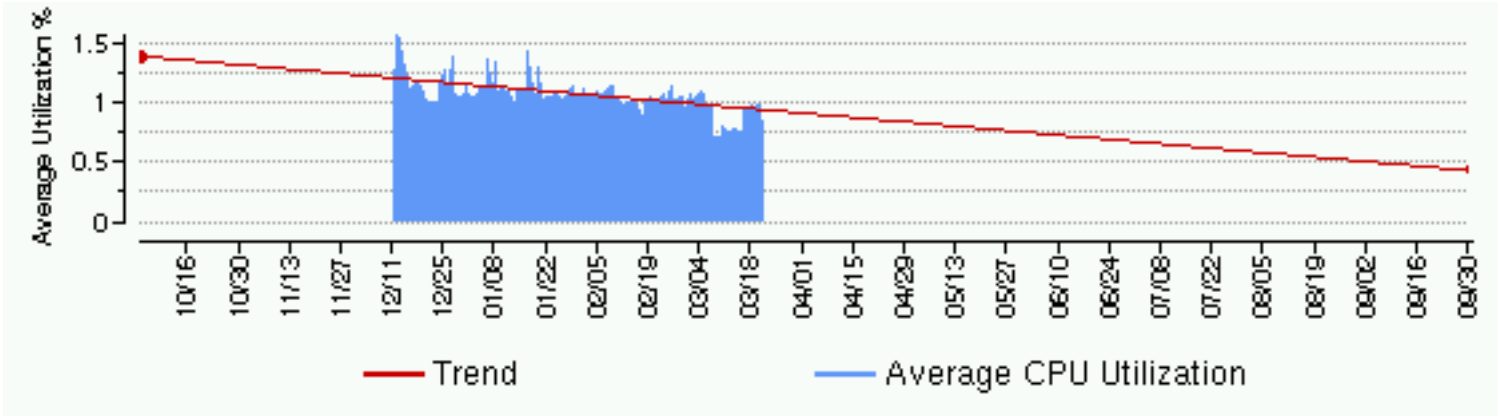
Domain:

Group: All groups

Projected Total Volume



Projected Router Average CPU Utilization



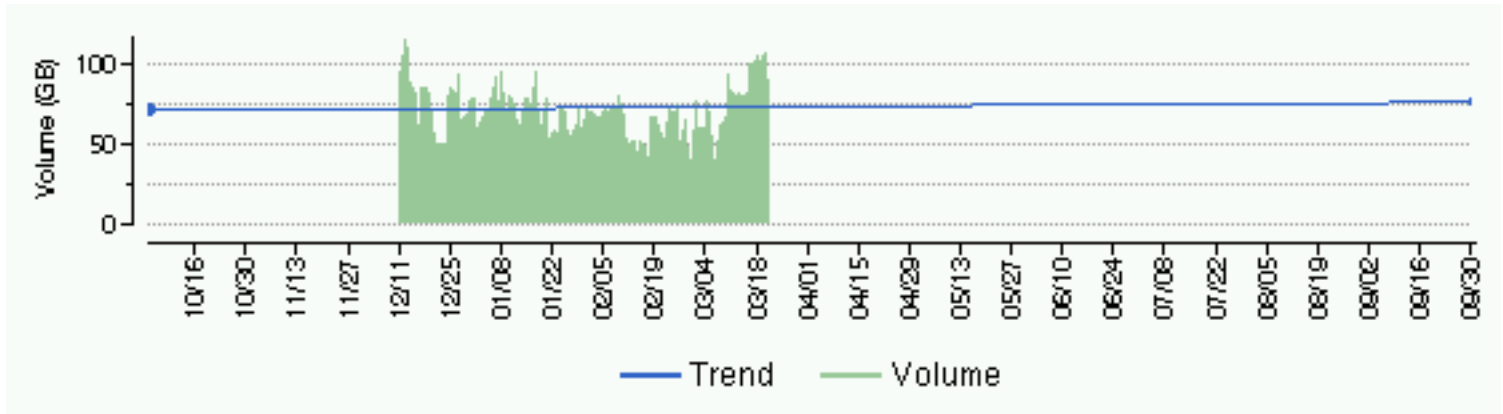
Projected Highest Utilized Average Router CPUs

Resource Name	Type	Average Utilization (%)			
		Current	3 months	6 months	1 year
Cisco Router		1.3	1.3	1.3	1.2
Cisco Router		1.1	1.1	1.2	1.3
Cisco CPU		1.1	1.1	1.1	1.1
Cisco CPU		1.0	1.0	1.1	1.2
Cisco Router		0.0	0.0	0.0	0.0
Cisco CPU		0.0	0.0	0.0	0.0

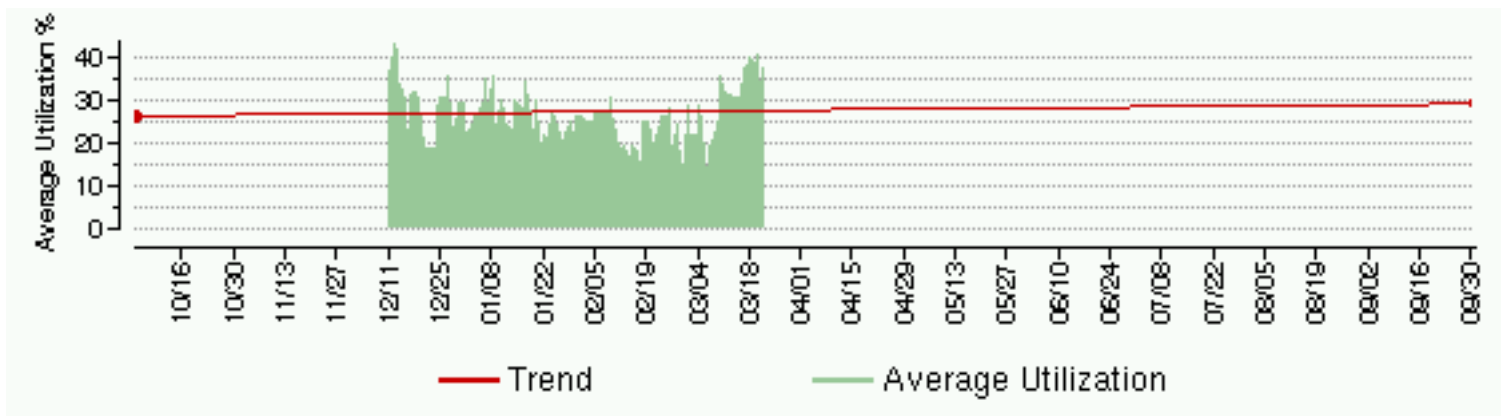
Projected Lowest Utilized Average Router CPUs

Resource Name	Type	Average Utilization (%)			
		Current	3 months	6 months	1 year
Cisco Router		0.0	0.0	0.0	0.0
Cisco CPU		0.0	0.0	0.0	0.0
Cisco CPU		1.0	1.0	1.1	1.2
Cisco CPU		1.1	1.1	1.1	1.1
Cisco Router		1.1	1.1	1.2	1.3
Cisco Router		1.3	1.3	1.3	1.2

Projected Total WAN Volume



Projected WAN Circuit Average Utilization Trend



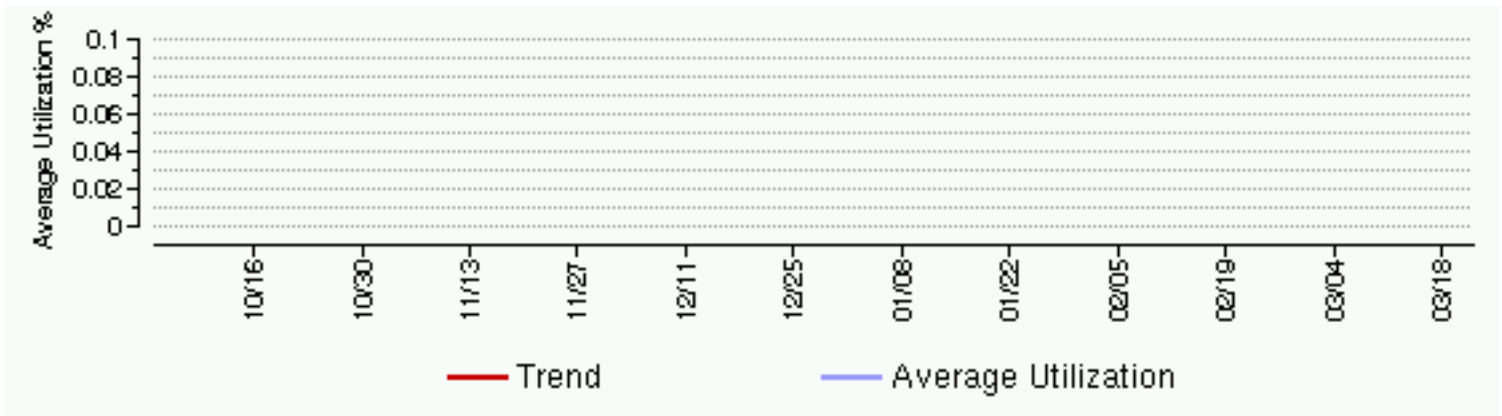
Projected Highest Utilized Average WAN Circuits

Resource Name	Type	Average Utilization (%)			
		Current	3 months	6 months	1 year
WAN Circuit MIB II		27.5	28.2	28.9	30.4
WAN Circuit MIB II		27.5	28.2	28.9	30.4
WAN Circuit MIB II		27.5	28.2	28.9	30.4
WAN Circuit MIB II		27.5	28.2	28.9	30.3
WAN Circuit MIB II		27.5	28.2	28.9	30.3
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.8	26.1	25.4	24.0

Projected Lowest Utilized Average WAN Circuits

Resource Name	Type	Average Utilization (%)			
		Current	3 months	6 months	1 year
WAN Circuit MIB II		26.8	26.1	25.4	24.0
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		26.9	26.3	25.6	24.2
WAN Circuit MIB II		27.5	28.2	28.9	30.3
WAN Circuit MIB II		27.5	28.2	28.9	30.3
WAN Circuit MIB II		27.5	28.2	28.9	30.4
WAN Circuit MIB II		27.5	28.2	28.9	30.4
WAN Circuit MIB II		27.5	28.2	28.9	30.4

Projected Frame Relay PVC Average Utilization Trend

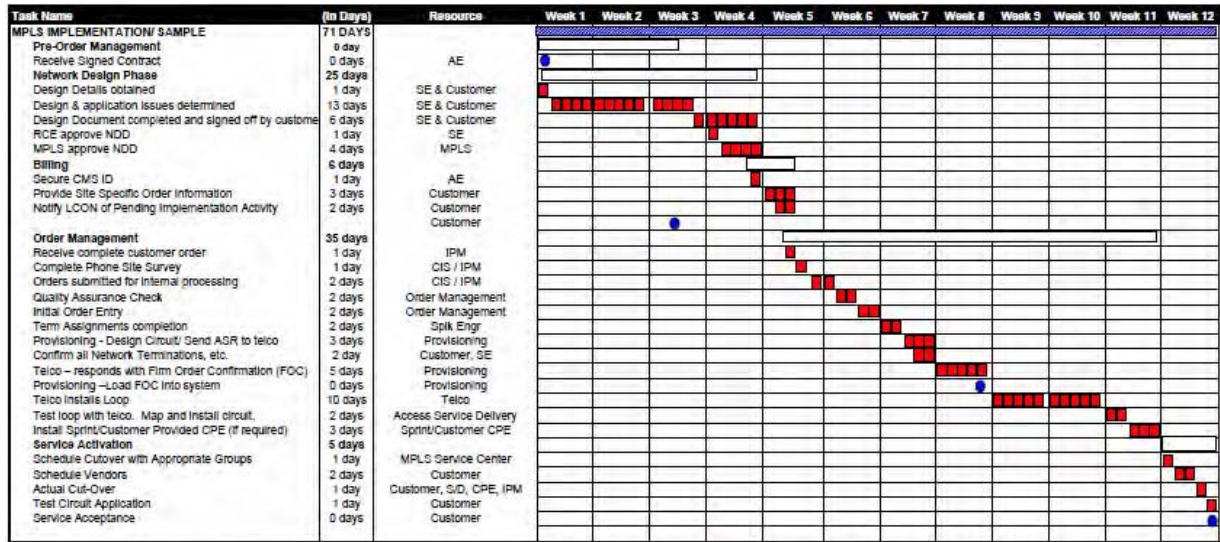


Appendix C

Sample Implementation Plans



MPLS Sample Implementation Plan

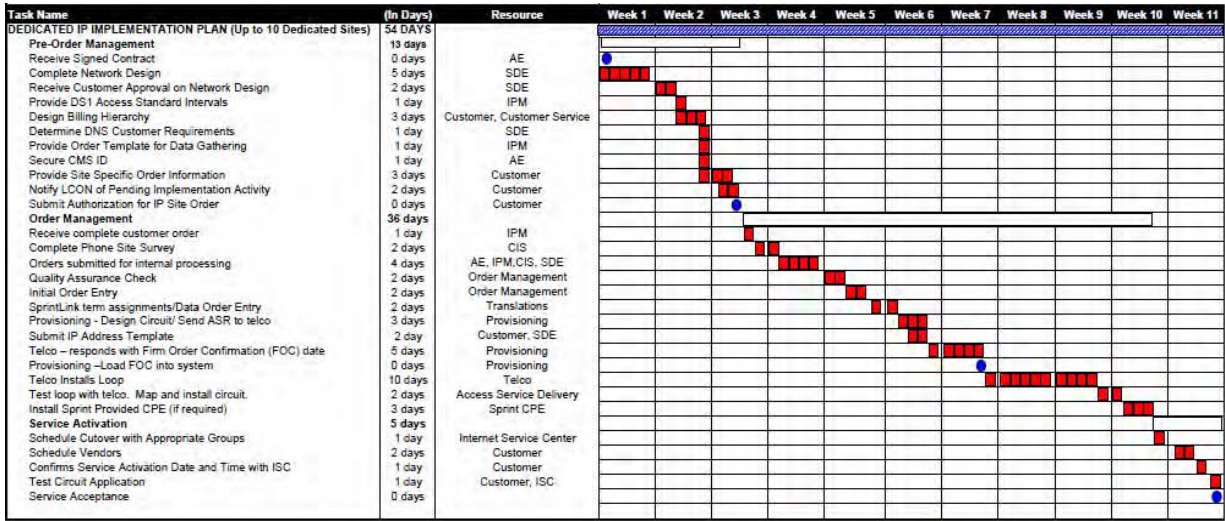


Note: All durations given in business days

Summary ☐ Tasks ☒ Milestones ☒ Project Duration ☒

AE- Account Executive IPM- Implementation Project Manager SE- Solution Engineer
S/D- Service Delivery CPE- Customer Prem Equipment Tech

Dedicated IP Sample Implementation Plan



Note: All durations given in business days

Summary ☐ Tasks ☒ Milestones ☒ Project Duration ☒

Appendix D

Account Team Resumes



Bryan H. Ito

Sprint Communications, Inc.
Honolulu, HI 96817

Phone: (808) 779-5800

Relevant Professional Experience:**Sprint Hawaii****October 2008 – Present**

Business Sales Manager

Responsibilities & Accomplishments:

- ◆ Currently responsible for all business sales in Hawaii for general business, public sector, federal and enterprise segments.
- ◆ Manager of 6 account managers with matrix oversight for all business operations in Hawaii.
- ◆ Focused on collaborative technical discussions with many local business leaders and IT departments to deliver on solutions to diverse business issues and problems unique to Hawaii.
- ◆ Works closely with marketing, program management, engineering and customer support to deliver advanced solutions.
- ◆ Previously held position as solutions engineer for 8 years specializing in wireless and wireline integration solutions for Hawaii Top 250 and local state government.
- ◆ Public relations and technical seminar presenter at various public appearances and seminars.

Sprint Hawaii**July 2000 – October 2008**

Solutions Engineer

Responsibilities & Accomplishments:

- ◆ Technical responsibility for design and deployment of several 100+ frame relay networks and over 50 dedicated Internet sites.
- ◆ Complex problem solving and management capabilities for wireline and wireless technologies such as dedicated Internet, frame relay, Internet VPN, video conferencing applications, private line, toll-free long-distance, public and private wireless, and various security technologies.
- ◆ Recently, developed deployment and project processes for iDEN based GPS wireless technology for many of Hawaii's school buses. Manufactured various other creative wireless deployments to fit the unique business environment of Hawaii businesses.
- ◆ Consult Hawaii Companies and Executives on leading technology infrastructure and application trends in both wireline and wireless applications. Provide custom one-on-one training and support for wireless technologies for many of Hawaii's top executives.
- ◆ Awarded Sprint "Values Excellence" Award for 3rd Quarter 2001. Awarded Multiple Team MVP Awards

Inacom Information Systems**June 1997 – June 2000**

Branch Manager of Technology Services

Responsibilities & Accomplishments:

- ◆ Project management responsibility for a 2000+ workstation remediation and operating system conversion project with over 4000 applications.
- ◆ Management responsibility for deployment of over 4000 new desktops statewide.
- ◆ Managed statewide contract for technical maintenance services with over 10,000 computers, printers, servers and other computer related peripherals.

- ◆ Profit/loss, billing, accounts receivable, and accounts payable accountability for entire services organization.
- ◆ Managed diverse technical staff that included service technicians, systems engineers, project managers and service administrators. Built team from 3 technicians to 75 individuals comprised of exempt, non-exempt, contractor and permanent staff.
- ◆ Responsible for local branch's network, desktops, servers, printers, and PBX.
- ◆ Awarded Inacom's Circle of Excellence for services achievement. One of only two individuals to represent the Western Region.
- ◆ Microsoft Certified Systems Engineer

Education:

- ◆ Bachelors of Business Administration, Management Information Systems, University of Hawaii at Manoa

Technical Skills:

Capable of design and configuration of complex wireline and wireless integration projects for various manufacturers and systems. Specializing in custom fabrication and process scenarios to ensure proper fit and use with technologic to business value.

Kaleo Siu-Castillo

Sprint Hawaii.

Honolulu, HI 96817

Phone: (808) 847-9533

Mobile: (808)561-9219

Relevant Professional Experience:**Sprint Hawaii -Business Network Solutions Sales****April 2011 – Present***Sr Account Manager***Responsibilities & Accomplishments:**

- ◆ Responsible for the Sale and Promotion of Sprint Network solution offerings to all Government and Business in the state of Hawaii. Network solutions include combinations of the following Sprint Services: Global MPLS VPN, Dedicated IP , Managed Network Services, Managed Security Services, Email protection services Long Distance services and WAN equipment to name a few.
- ◆ Customer focus includes: Banking, Government, Higher Education, Hospitality and Health Care
- ◆ Responsible for managing existing Sprint Network customer base for all Hawaii & Guam
- ◆ Coordinate all Sprint Resources for Pre and Post sales efforts in the design and implementation of a Customer's Network Solutions
- ◆ Assist in coordinating and planning customer installations
- ◆ Manage and Mitigate customer relations and billing disputes
- ◆ Assist in the coordination and planning of Sprint Network Services customer events in Hawaii
- ◆ Advise and assist in Sprint Network Services Marketing in Hawaii.

Sprint Hawaii –Business Wireless and Network Solutions**Jan 2003 – March 2011****Sr Account Manager****Responsibilities & Accomplishments:** In addition to the above responsibilities....

- ◆ Responsible for the Sale and Promotion of all Sprint Wireless services, devices and Wireless solutions to the University of Hawaii, Hospitality Industry, Health Care Facilities and General Business Accounts. Wireless services include, Wireless plans, Various PDA and standard mobile phones, + wireless solutions including GPS tracking/Monitoring, Wireless remote data collection, Wireless credit card transaction, Wireless WAN back-up solution,

Accomplishments While at Sprint

- ◆ 3x recipient of Sprints President's Club awarding Account Managers for outstanding sales accomplishment for the year
- ◆ Established the 1st University Student wireless program with the U of HI as the ongoing beneficiary
- ◆ Successfully transitioned (2) Large of Hawaii's largest Hospitality accounts to Sprint services
- ◆ Developed, Sold and Implemented the 1st wireless check in application for the Hospitality Industry in Hawaii
- ◆ Successfully Sold and implemented one of Hawaii's Largest LRE, Long Range Ethernet solution (3000 + units)

Education:

- ◆ B.A., University of Hawaii at Manoa, HI

Red Briou

Sprint Communications, Inc.
Honolulu, HI
(808) 5561 0833
red.x.briou@sprint.com

Professional Experience:**Sprint Communications, Inc.****September 2000 – Present***Regional Consulting Engineer***Responsibilities & Accomplishments:**

- ◆ IP network architecture for Hawaii and Northern California including small and complex, wired and wireless, and fixed and mobile network designs
- ◆ Manage the engineering lifecycle of all of the technical aspects of the network architecture and projects
- ◆ Escalation and technical resource for the Engineering organization
- ◆ Customer communication and account management including proactive network enhancement, new applications and protocols, technology upgrades...etc.
- ◆ Solution training and development for internal and external organizations
- ◆ Partnership with other companies and customers to develop new technical applications and solutions

212 Communications, LLC.**April 2009 – Present***Founder***Responsibilities & Accomplishments:**

- ◆ Digital Signage and Interactive Media solutions and products
- ◆ Solutions for fixed and mobile designs
- ◆ Interactive media solutions including interactive floor, windows, and walls
- ◆ Product development and vendor relationship
- ◆ New market and partners
- ◆ Manage the customer communications, solution development and delivery

Friends of Morocco**March 2008 – Present***Board Member***Responsibilities & Accomplishments:**

- ◆ Responsible for creating and maintaining the sister city program between the City of Honolulu and the City of Rabat Morocco
- ◆ Special Aid to the Honorary Consul of Morocco
- ◆ Inter-government relationships
- ◆ Business and cultural exchanges
- ◆ Volunteer and donation programs
- ◆ Development of cultural and humanitarian programs

Sprint Communications, Inc.**November 1991– August 2000***Systems Integrator***Responsibilities & Accomplishments:**

- ◆ LAN and Application Integration
- ◆ Call Center design and integration
- ◆ Voice and Data architecture design and support

Winona Senior High School**1991 – 1992 Season***Varsity Soccer Head Coach***Responsibilities & Accomplishments:**

- ◆ Girls and Boys varsity head coach

Education:

- ◆ B.S. Management Information Systems. Winona State University, Winona, MN
- ◆ M.S. Information Systems. Hawaii Pacific University, Honolulu, HI
- ◆ Ph.D. Business Administration Management. Argosy University Hawaii, Honolulu, HI. Plan to complete in December 2012

Technical Skills:

- ◆ Top performer with outstanding engineering experience and leadership
- ◆ Multiple certifications from Cisco, Microsoft, Nortel/Avaya, Agilent, BICSI, 3COM, and Blackberry
- ◆ Extensive background and experience in the design and architecture of complex IP network including data, voice, and wireless
- ◆ Extensive background and experience in the design and architecture of mobile computing
- ◆ Extensive background with large and complex ip network for fortune 100 companies

Scott Inamine

Sprint Communications Inc
925 Dillingham Blvd., Honolulu, HI 96817
808-847-9520
Scott.S.Inamine@sprint.com

Professional Profile:

15 years Telecommunications Implementations (Long Distance, Toll Free, IP, MPLS, Security, Wireless deployments, and CPE)

Professional Experience

Sprint Hawaii. **November 19916 - Present**
Implementation Project Manager II

Responsibilities:

- ◆ Responsible for Voice, Data, Wireless implementations of Sprint services to major accounts in Hawaii.
- ◆ Responsible for Voice and Data implementations of Sprint services to general business accounts in California, Nevada, Washington, Oregon and 8 other Western States.

Education:

- ◆ B.A. English -- University of Hawaii at Manoa, Honolulu
- ◆ Grad. Cert. in Tech Info Resource Management -- University of Hawaii at Manoa, Honolulu, HI
- ◆ Graduate Certificate in Project Management -- University of California at Irvine, Irvine, CA

Nick Alvarez

Sprint

Honolulu, HI

Phone: (808) 847-9122

Relevant Professional Experience:

Sprint Solutions Engineer II

November 2001 – Present

Responsibilities & Accomplishments

Interface directly with the Sales Manager, Account Manager and Solution Engineering Management to manage customer inquiries and needs. Strategize on account base with Account Manager on key accounts and base.

Work with Account Managers through activities such as customer meetings and interactions, solution research, RFP development, 3rd party vendor engagements and local market events assist with coordinating events with all sales teams to insure maximum use of vendors.

Responsible to work with the Implementation Project Managers to ensure the IPM has all of the technical details needed to complete the implementation of the customer's network.

Completed a series of training curriculums designed around industry technologies and Sprint products and services primarily for wireless technologies as they related to integrated services. RIM / Blackberry Advocate, Android, Apple IOS, iDen, Motorola and Samsung training

Direct responsibility in deploying applications for location applications – Vendors such as Comet Tracker, Xora, Telenav Track and Agilis for small to mid-size companies throughout Hawaii

Technical resource for the Hawaii Sales Teams – General Business, Retail Stores and Indirect Stores

Knowledge of Blackberry applications and deployment methods with the Blackberry Enterprise Server

Fitz Finest – Solutions Engineering Award recipient

Nextel Communications Account Manager

February 1999 – November 2001

Responsibilities & Accomplishments

Strategically identified prospects and grew small to mid-market business accounts.

Analyzed customer needs for voice and data products to win accounts on a monthly basis

Sales funnel and Cold calling management and appointment setting

Utilize key personnel to team up to give all solutions to help sale

Responsible for maintaining goals and sales monthly for Nextel Communications

Circle of Excellence recipient

Education:

- ◆ B.S., Business, California State University – East Bay, Hayward, CA

Appendix E

Sprint's Pricing Proposal



Dedicated Internet

*****Sprint Port Pricing*****

Technology Category				1 Year Agreement			3 Year Agreement			5 Year Agreement		
Point to Point/ Dedicated IP	Installation	Discount %	Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
56/64k	\$750	100%	\$0	\$300.00	48.00%	\$156.00	\$300.00	73.00%	\$81.00	\$300.00	73.25%	\$80.25
128k	\$1,000	100%	\$0	\$450.00	64.00%	\$162.00	\$450.00	72.00%	\$126.00	\$450.00	72.25%	\$124.88
256k	\$1,000	100%	\$0	\$625.00	71.00%	\$181.25	\$625.00	78.00%	\$137.50	\$625.00	78.25%	\$135.94
384k	\$1,000	100%	\$0	\$750.00	75.00%	\$187.50	\$750.00	81.00%	\$142.50	\$750.00	81.25%	\$140.63
512k	\$1,000	100%	\$0	\$850.00	77.00%	\$195.50	\$850.00	82.00%	\$153.00	\$850.00	82.25%	\$150.88
768k	\$1,000	100%	\$0	\$950.00	78.00%	\$209.00	\$950.00	83.00%	\$161.50	\$950.00	83.25%	\$159.13
1024k	\$1,000	100%	\$0	\$975.00	78.00%	\$214.50	\$975.00	83.00%	\$165.75	\$975.00	83.25%	\$163.31
T1 (1.5M)	\$1,000	100%	\$0	\$1,000.00	77.50%	\$225.00	\$1,000.00	82.50%	\$175.00	\$1,000.00	82.75%	\$172.50
3M Mmb	\$2,000	100%	\$0	\$1,300.00	68.75%	\$406.25	\$1,300.00	76.00%	\$312.00	\$1,300.00	76.25%	\$308.75
4.5M Mmb	\$2,000	100%	\$0	\$1,600.00	65.25%	\$556.00	\$1,600.00	73.25%	\$428.00	\$1,600.00	73.50%	\$424.00
6M Mmb	\$2,000	100%	\$0	\$2,900.00	75.75%	\$703.25	\$2,900.00	81.25%	\$543.75	\$2,900.00	81.50%	\$536.50
7.5M Mmb	\$2,000	100%	\$0	\$3,000.00	72.00%	\$840.00	\$3,000.00	78.25%	\$652.50	\$3,000.00	78.50%	\$645.00
9M Mmb	\$2,000	100%	\$0	\$3,200.00	69.00%	\$992.00	\$3,200.00	76.50%	\$752.00	\$3,200.00	76.75%	\$744.00
6M FDS3	\$6,000	100%	\$0	\$2,900.00	56.50%	\$1,261.50	\$2,900.00	66.50%	\$971.50	\$2,900.00	66.75%	\$964.25
9M FDS3	\$6,000	100%	\$0	\$3,200.00	58.50%	\$1,328.00	\$3,200.00	68.00%	\$1,024.00	\$3,200.00	68.25%	\$1,016.00
12M FDS3	\$6,000	100%	\$0	\$3,600.00	61.50%	\$1,386.00	\$3,600.00	70.25%	\$1,071.00	\$3,600.00	70.50%	\$1,062.00
15M FDS3	\$6,000	100%	\$0	\$3,900.00	62.75%	\$1,452.75	\$3,900.00	71.25%	\$1,121.25	\$3,900.00	71.50%	\$1,111.50
18M FDS3	\$6,000	100%	\$0	\$4,400.00	65.50%	\$1,518.00	\$4,400.00	73.50%	\$1,166.00	\$4,400.00	73.75%	\$1,155.00
22M FDS3	\$6,000	100%	\$0	\$4,700.00	66.25%	\$1,586.25	\$4,700.00	73.75%	\$1,233.75	\$4,700.00	74.00%	\$1,222.00
25M FDS3	\$6,000	100%	\$0	\$5,100.00	67.50%	\$1,657.50	\$5,100.00	75.00%	\$1,275.00	\$5,100.00	75.25%	\$1,262.25
28M FDS3	\$6,000	100%	\$0	\$5,400.00	68.25%	\$1,714.50	\$5,400.00	75.50%	\$1,323.00	\$5,400.00	75.75%	\$1,309.50
31M FDS3	\$6,000	100%	\$0	\$5,500.00	67.75%	\$1,773.75	\$5,500.00	75.25%	\$1,361.25	\$5,500.00	75.50%	\$1,347.50
34M FDS3	\$6,000	100%	\$0	\$5,800.00	68.25%	\$1,841.50	\$5,800.00	75.75%	\$1,406.50	\$5,800.00	76.00%	\$1,392.00
DS3 (45M)	\$6,000	100%	\$0	\$7,000.00	70.75%	\$2,047.50	\$7,000.00	77.50%	\$1,575.00	\$7,000.00	77.75%	\$1,557.50
OC3	\$6,000	100%	\$0	\$20,000.00	67.50%	\$6,500.00	\$20,000.00	72.50%	\$5,500.00	\$20,000.00	75.00%	\$5,000.00

*****Sprint Port Pricing*****

Technology Category	NON-Recurring Chg			1 Year Agreement			3 Year Agreement			5 Year Agreement		
Broadband Ethernet ISP	Installation	Discount %	Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
2M Fract 10M E	\$6,000	100%	\$0	\$1,900.00	85.25%	\$280.25	\$1,900.00	88.75%	\$213.75	\$1,900.00	89.00%	\$209.00
4M Fract 10M E	\$6,000	100%	\$0	\$2,000.00	83.00%	\$340.00	\$2,000.00	87.00%	\$260.00	\$2,000.00	87.25%	\$255.00
6M Fract 10M E	\$6,000	100%	\$0	\$2,200.00	81.75%	\$401.50	\$2,200.00	85.75%	\$313.50	\$2,200.00	86.00%	\$308.00
8M Fract 10M E	\$6,000	100%	\$0	\$2,300.00	79.75%	\$465.75	\$2,300.00	84.50%	\$356.50	\$2,300.00	84.75%	\$350.75
10M Ethernet	\$6,000	100%	\$0	\$2,400.00	78.25%	\$522.00	\$2,400.00	83.25%	\$402.00	\$2,400.00	83.50%	\$396.00
20M Frac FastE	\$6,000	100%	\$0	\$4,000.00	79.00%	\$840.00	\$4,000.00	83.75%	\$650.00	\$4,000.00	84.00%	\$640.00
30M Frac FastE	\$6,000	100%	\$0	\$5,000.00	80.75%	\$962.50	\$5,000.00	85.25%	\$737.50	\$5,000.00	85.50%	\$725.00
40M Frac FastE	\$6,000	100%	\$0	\$6,000.00	82.75%	\$1,035.00	\$6,000.00	86.50%	\$810.00	\$6,000.00	86.75%	\$795.00
50M Frac FastE	\$6,000	100%	\$0	\$7,000.00	84.00%	\$1,120.00	\$7,000.00	87.75%	\$857.50	\$7,000.00	88.00%	\$840.00
60M Frac FastE	\$6,000	100%	\$0	\$8,000.00	84.75%	\$1,220.00	\$8,000.00	88.25%	\$940.00	\$8,000.00	88.50%	\$920.00
FastE (100MB)	\$6,000	100%	\$0	\$11,300.00	86.25%	\$1,553.75	\$11,300.00	89.50%	\$1,186.50	\$11,300.00	89.75%	\$1,158.25

Due to the infrastructure needed for GigE circuits. Pricing is address specific. To facilitate this RFP the following address was used for the GigE circuits below: 1390 Miller Street, Honolulu, HI 9681

Technology Category	NON-Recurring Chg			1 Year Agreement			3 Year Agreement			5 Year Agreement			
	Installation	Discount %	Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price	
Broadband Ethernet ISP (w/Sprint Provided Access)	GigE (200MB)	\$6,000	100%	\$0	\$24,000.00	82.82%	\$4,122.50	\$24,000.00	84.48%	\$3,725.75	\$24,000.00	86.66%	\$3,201.00
	GigE (300MB)	\$6,000	100%	\$0	\$29,000.00	83.15%	\$4,887.25	\$29,000.00	86.56%	\$3,898.50	\$29,000.00	86.65%	\$3,870.25

Sprint is providing PORT pricing only with the exception of 200MB & 300MB. Sprint can not provide Port only pricing for GigE circuits. We have used a specific address (see notation in GigE section

While Sprint can provide end to end service to Oahu, Kauai, Maui and Hawaii certain locations are distance sensitive and difficult to price as a ubiquitous price list

Additionally, Broadband Ethernet infrastructure is not available to all locations. Total circuit cost will be the combination of Port +Access. Sprint will work with State agencies to provide end to end pricing

Sprint will be happy to provide access cost with the proper address and/or local telephone number for specific location. Sprint provides end to end SLA (customer router to Sprint edge router) with Sprint provided Access

Sprint will provide unlimited IP address that can be justified

Sprint will host up to 5 DNS with each circuit

*Prices do not include Taxes and ancillary charges

Schedule A--Broadband



*****Sprint Port Pricing*****

Technology Category	NON-Reocuring Chg			1 Year Agreement			3 Year Agreement			5 Year Agreement		
	Installation	Discount %	Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
Broadband Ethernet IP												
2M Fract 10M E	\$6,000	100%	\$0	\$1,900.00	85.25%	\$280.25	\$1,900.00	88.75%	\$213.75	\$1,900.00	89.00%	\$209.00
4M Fract 10M E	\$6,000	100%	\$0	\$2,000.00	83.00%	\$340.00	\$2,000.00	87.00%	\$260.00	\$2,000.00	87.25%	\$255.00
6M Fract 10M E	\$6,000	100%	\$0	\$2,200.00	81.75%	\$401.50	\$2,200.00	85.75%	\$313.50	\$2,200.00	86.00%	\$308.00
8M Fract 10M E	\$6,000	100%	\$0	\$2,300.00	79.75%	\$465.75	\$2,300.00	84.50%	\$356.50	\$2,300.00	84.75%	\$350.75
10M Ethernet	\$6,000	100%	\$0	\$2,400.00	78.25%	\$522.00	\$2,400.00	83.25%	\$402.00	\$2,400.00	83.50%	\$396.00
20M Frac FastE	\$6,000	100%	\$0	\$4,000.00	79.00%	\$840.00	\$4,000.00	83.75%	\$650.00	\$4,000.00	84.00%	\$640.00
30M Frac FastE	\$6,000	100%	\$0	\$5,000.00	80.75%	\$962.50	\$5,000.00	85.25%	\$737.50	\$5,000.00	85.50%	\$725.00
40M Frac FastE	\$6,000	100%	\$0	\$6,000.00	82.75%	\$1,035.00	\$6,000.00	86.50%	\$810.00	\$6,000.00	86.75%	\$795.00
50M Frac FastE	\$6,000	100%	\$0	\$7,000.00	84.00%	\$1,120.00	\$7,000.00	87.75%	\$857.50	\$7,000.00	88.00%	\$840.00
60M Frac FastE	\$6,000	100%	\$0	\$8,000.00	84.75%	\$1,220.00	\$8,000.00	88.25%	\$940.00	\$8,000.00	88.50%	\$920.00
FastE (100MB)	\$6,000	100%	\$0	\$11,300.00	86.25%	\$1,553.75	\$11,300.00	89.50%	\$1,186.50	\$11,300.00	89.75%	\$1,158.25

*****Sprint Port Pricing*****

Technology Category	Non Reoccurring Charge			1 Year Agreement			3 Year Agreement			5 Year Agreement		
	Installation	Discount %	NET Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
Broadband MPLS												
2M Fract 10M E	\$6,000	100%	\$0	\$1,900.00	85.00%	\$285.00	\$1,900.00	88.50%	\$218.50	\$1,900.00	88.75%	\$213.75
4M Fract 10M E	\$6,000	100%	\$0	\$2,000.00	81.75%	\$365.00	\$2,000.00	86.00%	\$280.00	\$2,000.00	86.25%	\$275.00
6M Fract 10M E	\$6,000	100%	\$0	\$2,200.00	79.75%	\$445.50	\$2,200.00	84.50%	\$341.00	\$2,200.00	84.75%	\$335.50
8M Fract 10M E	\$6,000	100%	\$0	\$2,300.00	77.50%	\$517.50	\$2,300.00	82.50%	\$402.50	\$2,300.00	82.75%	\$396.75
10M Ethernet	\$6,000	100%	\$0	\$2,400.00	75.25%	\$594.00	\$2,400.00	81.00%	\$456.00	\$2,400.00	81.25%	\$450.00
20M Frac FastE	\$6,000	100%	\$0	\$4,000.00	72.00%	\$1,120.00	\$4,000.00	78.50%	\$860.00	\$4,000.00	79.00%	\$840.00
30M Frac FastE	\$6,000	100%	\$0	\$5,000.00	75.00%	\$1,250.00	\$5,000.00	81.00%	\$950.00	\$5,000.00	81.50%	\$925.00
40M Frac FastE	\$6,000	100%	\$0	\$6,000.00	77.00%	\$1,380.00	\$6,000.00	82.50%	\$1,050.00	\$6,000.00	83.00%	\$1,020.00
50M Frac FastE	\$6,000	100%	\$0	\$7,000.00	78.50%	\$1,505.00	\$7,000.00	83.50%	\$1,155.00	\$7,000.00	84.00%	\$1,120.00
60M Frac Fast E	\$6,000	100%	\$0	\$8,000.00	79.50%	\$1,640.00	\$8,000.00	84.50%	\$1,240.00	\$8,000.00	85.00%	\$1,200.00
FastE (100M)	\$6,000	100%	\$0	\$11,300.00	81.42%	\$2,100.00	\$11,300.00	85.60%	\$1,627.50	\$11,300.00	86.06%	\$1,575.00

Due to the infrastructure needed for GigE circuits. Pricing is address specific. To facilitate this RFP the following address was used for the GigE circuits below: 1390 Miller Street, Honolulu, HI 96813

Technology Category	NON-Reocuring Chg			1 Year Agreement			3 Year Agreement			5 Year Agreement		
	Installation	Discount %	Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
Broadband Ethernet ISP (w/Sprint Provided Access)												
GigE (200MB)	\$6,000	100%	\$0	\$24,000.00	82.82%	\$4,122.50	\$24,000.00	84.48%	\$3,725.75	\$24,000.00	86.66%	\$3,201.00
GigE (300MB)	\$6,000	100%	\$0	\$29,000.00	83.15%	\$4,887.25	\$29,000.00	86.56%	\$3,898.50	\$29,000.00	86.65%	\$3,870.25

Sprint is providing PORT pricing only with the exception of 200MB & 300MB. Sprint can not provide Port only pricing for GigE circuits and has used specific address (see notation in GigE section) While Sprint can provide end to end service to Oahu, Kauai, Maui and Hawaii certain locations are distance sensitive and difficult to price as a ubiquitous price list Additionally, Broadband Ethernet infrastructure is not available to all locations. Total circuit cost will be the combination of Port +Access. Sprint will work with State agencies to provide end to end pricing. Sprint will be happy to provide access cost with the proper address and/or local telephone number for specific location. Sprint provides end to end SLA (customer router to Sprint edge router) with Sprint provided Access

Sprint will provide unlimited IP address that can be justified

Sprint will host up to 5 DNS with each circuit

*Prices do not include Taxes and ancillary charges

Managed Network Services

	One Time Charges Installation	1 Year Agreement			3 Year Agreement			5 Year Agreement		
		List MRC	Discount %	Total Price	List MRC	Discount %	Total Price	List MRC	Discount %	Total Price
MNS Complete Solutions	\$300.00	\$170.00	40.50%	\$101.15	\$170.00	46.25%	\$91.38	\$170.00	49.00%	\$86.70
MNS Collaborative Solutions	\$700.00	\$50.00	72.00%	\$14.00	\$50.00	84.00%	\$8.00	\$50.00	84.50%	\$7.75
MNS Support Solutions - Monitor & Notify		\$20.00	30.00%	\$14.00	\$20.00	60.00%	\$8.00	\$20.00	61.25%	\$7.75
CSU/DSU Mgmt W/Mgd Router	\$125.00	\$60.00	10.00%	\$54.00	\$60.00	15.00%	\$51.00	\$60.00	20.00%	\$48.00
High Availability	\$0.00	\$32.00	0.00%	\$32.00	\$32.00	0.00%	\$32.00	\$32.00	0.00%	\$32.00
Remote Access VPN Users	\$300.00	\$300.00	0.00%	\$300.00	\$300.00	0.00%	\$300.00	\$300.00	0.00%	\$300.00
Dedicated Mgmt Link	\$0.00	\$100.00	0.00%	\$100.00	\$100.00	0.00%	\$100.00	\$100.00	0.00%	\$100.00
Simple Network Change Req	\$75.00									
MNS Support: Design Only	\$500.00									
MNS Support: Implementation Only	\$700.00									

All Sprint Managed Network Services pricing listed are MRC, Monthly Reocuring charges

MNS services are provided 24/7/365

*Prices do not include Taxes and ancillary charges

Schedule A- Other Service MPLS



MPLS

*****Sprint Port Pricing*****

Technology Category	Non Recurring Charge			1 Year Agreement			3 Year Agreement			5 Year Agreement		
Other Services: MPLS	Installation	Discount %	NET Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
256k	\$1,000	100%	\$0	\$625.00	69.00%	\$193.75	\$625.00	78.00%	\$137.50	\$625.00	78.25%	\$135.94
384k	\$1,000	100%	\$0	\$750.00	73.00%	\$202.50	\$750.00	81.00%	\$142.50	\$750.00	81.25%	\$140.63
512k	\$1,000	100%	\$0	\$850.00	74.00%	\$221.00	\$850.00	82.00%	\$153.00	\$850.00	82.25%	\$150.88
768k	\$1,000	100%	\$0	\$950.00	76.00%	\$228.00	\$950.00	83.00%	\$161.50	\$950.00	83.25%	\$159.13
1024k	\$1,000	100%	\$0	\$975.00	76.00%	\$234.00	\$975.00	83.00%	\$165.75	\$975.00	83.25%	\$163.31
T1 (1.5M)	\$1,000	100%	\$0	\$1,000.00	76.75%	\$232.50	\$1,000.00	82.25%	\$177.50	\$1,000.00	82.50%	\$175.00
3M Mmb	\$2,000	100%	\$0	\$1,950.00	78.75%	\$414.38	\$1,950.00	83.50%	\$321.75	\$1,950.00	83.75%	\$316.88
4.5M Mmb	\$2,000	100%	\$0	\$2,850.00	80.00%	\$570.00	\$2,850.00	84.75%	\$434.63	\$2,850.00	85.00%	\$427.50
6M Mmb	\$2,000	100%	\$0	\$3,750.00	80.75%	\$721.88	\$3,750.00	85.25%	\$553.13	\$3,750.00	85.50%	\$543.75
7.5M Mmb	\$2,000	100%	\$0	\$4,300.00	79.75%	\$870.75	\$4,300.00	84.50%	\$666.50	\$4,300.00	84.75%	\$655.75
9M Mmb	\$2,000	100%	\$0	\$4,900.00	79.25%	\$1,016.75	\$4,900.00	84.00%	\$784.00	\$4,900.00	84.25%	\$771.75
6M FDS3	\$6,000	100%	\$0	\$3,750.00	65.25%	\$1,303.13	\$3,750.00	73.25%	\$1,003.13	\$3,750.00	73.50%	\$993.75
9M FDS3	\$6,000	100%	\$0	\$4,900.00	72.00%	\$1,372.00	\$4,900.00	78.50%	\$1,053.50	\$4,900.00	78.75%	\$1,041.25
12M FDS3	\$6,000	100%	\$0	\$6,000.00	76.25%	\$1,425.00	\$6,000.00	81.75%	\$1,095.00	\$6,000.00	82.00%	\$1,080.00
15M FDS3	\$6,000	100%	\$0	\$6,900.00	78.25%	\$1,500.75	\$6,900.00	83.25%	\$1,155.75	\$6,900.00	83.50%	\$1,138.50
18M FDS3	\$6,000	100%	\$0	\$7,300.00	78.75%	\$1,551.25	\$7,300.00	83.50%	\$1,204.50	\$7,300.00	83.75%	\$1,186.25
22M FDS3	\$6,000	100%	\$0	\$7,700.00	78.75%	\$1,636.25	\$7,700.00	83.50%	\$1,270.50	\$7,700.00	83.75%	\$1,251.25
25M FDS3	\$6,000	100%	\$0	\$8,100.00	79.00%	\$1,701.00	\$8,100.00	83.75%	\$1,316.25	\$8,100.00	84.00%	\$1,296.00
28M FDS3	\$6,000	100%	\$0	\$8,500.00	79.25%	\$1,763.75	\$8,500.00	84.00%	\$1,360.00	\$8,500.00	84.25%	\$1,338.75
31M FDS3	\$6,000	100%	\$0	\$8,800.00	79.25%	\$1,826.00	\$8,800.00	84.00%	\$1,408.00	\$8,800.00	84.25%	\$1,386.00
34M FDS3	\$6,000	100%	\$0	\$9,200.00	79.50%	\$1,886.00	\$9,200.00	84.25%	\$1,449.00	\$9,200.00	84.50%	\$1,426.00
DS3 (45M)	\$6,000	100%	\$0	\$10,000.00	79.00%	\$2,100.00	\$10,000.00	83.75%	\$1,625.00	\$10,000.00	84.00%	\$1,600.00
OC3	\$12,000	100%	\$0	\$20,000.00	62.88%	\$7,425.00	\$20,000.00	68.50%	\$6,300.00	\$20,000.00	71.50%	\$5,700.00

*****Sprint Port Pricing*****

Technology Category	Non Recurring Charge			1 Year Agreement			3 Year Agreement			5 Year Agreement		
Broadband MPLS	Installation	Discount %	NET Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
2M Fract 10M E	\$6,000	100%	\$0	\$1,900.00	85.00%	\$285.00	\$1,900.00	88.50%	\$218.50	\$1,900.00	88.75%	\$213.75
4M Fract 10M E	\$6,000	100%	\$0	\$2,000.00	81.75%	\$365.00	\$2,000.00	86.00%	\$280.00	\$2,000.00	86.25%	\$275.00
6M Fract 10M E	\$6,000	100%	\$0	\$2,200.00	79.75%	\$445.50	\$2,200.00	84.50%	\$341.00	\$2,200.00	84.75%	\$335.50
8M Fract 10M E	\$6,000	100%	\$0	\$2,300.00	77.50%	\$517.50	\$2,300.00	82.50%	\$402.50	\$2,300.00	82.75%	\$396.75
10M Ethernet	\$6,000	100%	\$0	\$2,400.00	75.25%	\$594.00	\$2,400.00	81.00%	\$456.00	\$2,400.00	81.25%	\$450.00
20M Frac FastE	\$6,000	100%	\$0	\$4,000.00	72.00%	\$1,120.00	\$4,000.00	78.50%	\$860.00	\$4,000.00	79.00%	\$840.00
30M Frac FastE	\$6,000	100%	\$0	\$5,000.00	75.00%	\$1,250.00	\$5,000.00	81.00%	\$950.00	\$5,000.00	81.50%	\$925.00
40M Frac FastE	\$6,000	100%	\$0	\$6,000.00	77.00%	\$1,380.00	\$6,000.00	82.50%	\$1,050.00	\$6,000.00	83.00%	\$1,020.00
50M Frac FastE	\$6,000	100%	\$0	\$7,000.00	78.50%	\$1,505.00	\$7,000.00	83.50%	\$1,155.00	\$7,000.00	84.00%	\$1,120.00
60M Frac FastE	\$6,000	100%	\$0	\$8,000.00	79.50%	\$1,640.00	\$8,000.00	84.50%	\$1,240.00	\$8,000.00	85.00%	\$1,200.00
FastE (100M)	\$6,000	100%	\$0	\$11,300.00	81.42%	\$2,100.00	\$11,300.00	85.60%	\$1,627.50	\$11,300.00	86.06%	\$1,575.00

Due to the infrastructure needed for GigE circuits. Pricing is address specific. To facilitate this RFP the following address was used for the GigE circuits below: 1390 Miller Street, Honolulu, HI 96813

Broadband MPLS (w/Sprint Provided Access)	Installation	Discount %	NET Total	List Price	Discount %	Total Price	List Price	Discount %	Total Price	List Price	Discount %	Total Price
GigE (200MB)	\$6,000	100%	\$0	\$24,000.00	71.81%	\$6,765.00	\$24,000.00	78.30%	\$5,207.00	\$24,000.00	78.48%	\$5166
GigE (300MB)	\$6,000	100%	\$0	\$29,000.00	70.17%	\$8,650.00	\$29,000.00	76.55%	\$6,800.00	\$29,000.00	76.72%	6750

Sprint is providing PORT pricing only with the exception of 200MB & 300MB. Sprint can not provide Port only pricing for GigE circuits and has used specific address (see notation in GigE section)

While Sprint can provide end to end service to Oahu, Kauai, Maui and Hawaii certain locations are distance sensitive and difficult to price as a ubiquitous price list

Additionally, Broadband Ethernet infrastructure is not available to all locations. Total circuit cost will be the combination of Port +Access. Sprint will work with State agencies to provide end to end pricing.

Sprint will be happy to provide access cost with the proper address and/or local telephone number for specific location. Sprint provides end to end SLA (customer router to Sprint edge router) with Sprint provided Access

Sprint will provide unlimited IP address that can be justified

Sprint will host up to 5 DNS with each circuit

*Prices do not include Taxes and ancillary charges



Data Link Services

Technology Category	
Other Services: Sprint Data Link	
Sprint Wireless-Unlimited 3G/4G plan (WSCA Contract No. 1523)	List MRC
SHRA/NAT Premium Add-On <i>(only applicable with single mode- 4G Only devices)</i>	\$37.99
	\$10.00
**Static IP Address	\$3.00

* OneTime Connectivity Fee of \$500

Data Link is a Sprint Wireless WAN services. A private Encrypted tunnel can be configured to run a secure wireless transmission back to a Customers network. When used with Sprint Global MPLS VPN service, it is one of the most secured wireless transmissions. So secure, that Banks use Sprint Data Link for Wireless transactions on ATM service and for wireless back up at their branches.

Sprint Data Link service is widely used with Sprint Data Connection cards, Sprint Wireless modems and Machine to Machine devices.

***Simple Data Link connectivity**

The Sprint Data Link option provides Customer simple Data Link Connectivity via IPVPN, MPLS or Sprint Link Frame Relay (SLFR). A one-time Data Link network connectivity fee of \$500 will apply to the new Data Link Customers. In addition to the charged set forth in the Business Plan, Sprint will charge Customer a \$10 MRC for Sprint Data Link connectivity on 4G single-mode devices.

SHRA/NAT Add-On to Sprint Data Link

This add-on is for Data Link customers utilizing one or both of the Sprint value added services listed below. There is no additional one-time charge of \$500 when SHRA and/or NAT are added. In addition to the SHRA/NAT Premium Add-on MRC in the table above, Sprint will charge the customer \$10 MRC premium for Sprint Data Link connectivity on 4G single-mode devices.

- (1) Sprint Hosted RADIUS Authentication (SHRA)- SHRA provides customers with a hosted username and password management solution for their wireless users/devices.
- (2) Network Address Translations (NAT)-- NAT is a technique of translating network traffic through a router that involves re-writing the source and /or destination

****IP Addresses**

Dynamic IP address assignment is the default method currently in use by the Sprint Data Link solution. Sprint will not charge Customer MRCs for Sprint-Provided dynamic IP addresses or Customer-provided IP addresses.

- (1) Data Link can also support customer specific dynamic and static IP address assignments that comply with "RFC 1918- Address Allocation for Private Internets"
 - a) Supported IP Address Range - 10.x.x.x and 192.168.x.x
 - b) Unsupported IP Address Range - 172.16.x

*Prices do not include Taxes and ancillary charges