

Nextel of Texas, Inc.*, d/b/a Nextel Communications, on behalf of itself and its U.S. based affiliates and subsidiaries (collectively "Contractor" or "Nextel"), which owns and/or operates systems to provide wireless telecommunications services in certain geographic areas throughout the United States and provides access to such systems and services, shall provide commercially available national, digital wireless enhanced specialized mobile radio (ESMR) equipment and services as required by the General Services Administration's ("GSA") Solicitation No. 7TS-02-0001 (the "Solicitation") and as clarified by Nextel's response to the Solicitation.

Statement of Work

Wireless Enhanced Specialized Mobile Radio (ESMR) Equipment and Services

B.1. Scope:

The Contractor shall provide commercially available national, digital wireless enhanced specialized mobile radio (ESMR) equipment and services. The Contractor shall provide the following capabilities: Integrated Digital Enhanced Network (iDEN) based digital cellular service, two-way digital radio service, interagency two way radio interoperability, local, regional, and national two way radio coverage, voice mail, text messaging, numeric paging, caller identification, all integrated into a single handset. In addition, the Contractor shall provide mobile office email, PBX integration, PBX redundancy and disaster recovery, fraud protection, and digital call privacy, web-enabled account and inventory management. The wireless services shall operate digitally in the 800MHz band and offer national, real-time, full duplex voice service that is interconnected with the public switched network. Two-way digital radio service shall operate in the same 800MHz. band and offer private one to one communications, talk group communications and dynamic regrouping within a user organization. The Contractor shall provide wireless internet access through the cellular handset and access to dial-up systems by tethering the handset to a PDA, Laptop, or other computing device. International cellular services shall be accessible through integrated handsets that will operate on both iDEN and GSM systems. In addition, potential sources must have National programs that consist of an in-place billing system, sales/marketing personnel, and must furnish all personnel, equipment, materials, services, and facilities necessary to perform the Government requirement.

Contractor shall immediately commence performance on the date of contract award. The Contractor shall provide equipment and services to Federal agencies and State and Local Governments agencies utilizing Federal funds located within the 48 contiguous states, Hawaii, and Washington D.C, where the contractor offers commercially available products and services.

Services shall pertain to national networking of cellular and radio services, ability to accept orders directly from customer agencies and provide detailed billing to the customer agencies. Contractor shall provide assistance to the customer agencies for ordering service, billing problems, equipment maintenance and trouble reports on a nationwide basis. Contractor shall establish a process for collection of the GSA User Fee and remittance of the fee to the Government, provide all required reports and documentation as outlined in the solicitation.

B.2 Delivery/Activation

Contractor commits to delivery and activation of service not to exceed ten (10) business days from date of receipt of a purchase order or credit card information.

Contractor utilizes multiple channels to service new customer activations; the Direct Channel consists of Nextel Government Account Executives who are trained in government sales; the Indirect Channel

consists of 'Nextel approved to sell to Government' dealers located nationally; Nextel Web Sales and Telesales.

B.3. Warranty:

All iDEN equipment and accessories shall be warranted for the period of one (1) year from the date the equipment or accessories are placed in service. Rechargeable batteries will be replaced during the warranty period if the battery capacity falls below 80% of its rated capacity, or if the battery develops leakage. The Contractor has the option at its discretion to replace or repair the defective iDEN unit.

Motorola Warranty:

Manufacturers' Standard warranty is an option offered from the manufacturer, Motorola, Inc. ("Motorola"). Motorola's manufacturers' warranty is valid for the first year the equipment is in service and is governed by the term and conditions stated in the Manufacturers' Limited Warranty guidelines. (These guidelines can be found in the literature enclosed with each unit sold). This program is free to the customer.

◆ How it Works:

1. Customer calls Motorola at 1-800-453-0920 to initiate repair process.
2. Unit is qualified for the program via phone (Unit must not be physically damaged)
3. Customer is responsible for shipping charges to Motorola
4. Unit is repaired at Motorola and sent back to customer within seven (7) to ten (10) business days of receipt.
5. There is no charge for this service

Contractor provides the following service and repair options:

◆ **If Motorola equipment malfunction during the first thirty (30) days of service:**

Qualified Units can be replaced at all authorized service centers, all Nextel retail locations, all Nextel Direct Locations, and, at all 1.5 Echelon Sales locations.

Customer will make every effort to return unit to the original sales channel. There is no charge to the customer.

Conditions that apply are the following:

- Customer Unit malfunctions within the first thirty (30) days within the first year of Receipt or within one hundred thirty (130) minutes of use within the first six (6) months from date of manufacture and be in 'new' or 'like new' condition.
- Equipment must not show signs of obvious physical abuse or water damage.

◆ **Nextel Service Plan - Handsets**

- Cost: \$2.50 per unit per month. (Account Based)
- Covered: All Door-to-Door costs, Walk in express costs and levels 1,2 and 3 of Out of Program costs. With this plan there is no distinction on manufactures warranty time. Customers will enjoy the same benefits in their first year as in their third year and so on.

◆ **Out of Program Charges:**

Program	What's Covered	NON - NSP Customer Pricing	NSP Customer Pricing	Turn- Around Time
Level 1 Unit customization	<ul style="list-style-type: none"> • Software upgrades • Unit customization • Programming • I-update ** 	\$15.00 per phone	No Charge	About an hour
Level 2 Light Repairs	<ul style="list-style-type: none"> • Antenna replacement • PTT button replacement • Volume button replacement • Keypad replacements • SIM Card Replacements • Walk in Express 	\$35.00 per phone	No Charge	About an hour
Level 3 Moderate Repairs	<ul style="list-style-type: none"> • Flip replacements (i1000+, i1000+ Refresh) • Keyboard replacements • Speaker • Housing • LCD modules in most models • PTT Micro Switch replacement • Component level repairs 	\$55.00 per phone	No Charge	About an hour
Level 3 Moderate Repairs	<ul style="list-style-type: none"> • Flip replacements in the i60/i90/i95 model unit 	\$125.00 per phone	\$125.00	About an hour
Shipping and Handling	Shipping and Handling cost per unit at customer request (Additional Charge)	\$15.00	No Charge	N/A

To the best of Nextel's knowledge, return, repair or replacement of handsets has not been a significant issue under the current GSA contract. However, should the return, repair or replacement of handsets under the follow on contract become an issue for GSA, Nextel is willing to negotiate in good faith with GSA to try to reach a mutually agreeable solution.

B.4. Critical Replacement:

Critical replacement units may be purchased by the using agency. Critical replacement units will be maintained at the agency location until needed. The using agency may call the Customer Service Center or use the on-line management service to activate a critical replacement 24 hours per day, 7 days per week. Critical replacements will be activated within four (4) business hours from the time of the request; however activation is dependent upon system operation and availability.

The telephone number for the unit being replaced will be applied to the critical replacement unit. No fees will be applicable for placing a critical replacement unit in service. In order for Direct-Connect and other services activated on the original unit to function normally on the critical replacement unit, one of the following must be true:

1. The critical replacement units are programmed identically, at the time of sale, to the units being replaced, or;
2. The critical replacement unit needs to be programmed with member ID and talk group information by the end user, or brought to a service facility for such programming.

Emergency Response Team

Overview

Nextel's Emergency Response Team ("ERT") is an experienced cross-functional group within Nextel's Government Accounts team that provides wireless telecommunications infrastructure and support to public safety and disaster support organizations during national and statewide declared emergencies and field training exercises.

The ERT fully supports high-volume, short-notice equipment needs of emergency and disaster personnel with its inventory of multiple portable cellular sites, microwave facilities, and several hundred ruggedized handsets. ERT managers and engineers are accustomed to deploying Nextel infrastructure both within and outside traditional cellular network coverage areas. ERT customer operations personnel are trained to support disaster response by providing rapid service activation and issue resolution.

ERT Service Offerings

ERT services are priced according to equipment unit type, unit quantity, type of required service, deployment length, and support personnel requirements. The ERT offers three primary services:

Emergency Equipment Lease (EEL)

The Emergency Equipment Lease (EEL) service provides a short-term lease option for: a) services only (when the customer has non-active equipment on hand), and b) handsets and services. This lease is designed to compliment a customer's existing subscriber base on short-notice during an emergency situation, and allows the customer to choose the type of handset and the type of service required, (Direct Connect, Cellular, and Two-Way Messaging). The lease cost will be based on the type of service selected, quantity of units, and duration of usage (minimum of 7 days).

Emergency Response Pricing ⁽⁰⁶⁾ Emergency Response Rental Pricing – Addendum A

Emergency Response Team Hotline: 1-888-639-0020 -- Agency emergency support request ONLY

B.5. Contract Management:

The Contractor shall provide a dedicated upper level manager who will be responsible for all aspects of the implementation, operation, and management of the contract and has direct access to all corporate resources.

B.6. Ordering:

This contract provides supplies and services for all Federal Government entities as defined in GSA Order ADM 4800.2E, dated January 3, 2000.

Eligible agencies shall place orders directly with the contractor. Optional Form 347 "Order for Supplies and Services" or any other Government ordering document prescribed by agency regulations may be used to order equipment and services under this contract. The contractor shall maintain one copy of all accepted orders.

B.7. Ordering Procedures

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through the life of this contract.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall take precedence.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued by, facsimile, electronically or by written communications.

(d) The Government Credit card will be allowed under this contract as an ordering vehicle at no additional cost to the Government.

B.8. Pricing of Orders:

All orders under this contract shall be priced in accordance with the discount percentage listed in the price schedule contained in this contract. Prices offered shall include the GSA User Fee.

B.9. Price Schedule:

The Contractor shall provide a detailed listing of services: digital cellular, digital radio, caller identification, and equipment. If multi-plans are presented they shall be in sufficient detail addressing the features, minutes, rate per minute, activation, deactivation, etc.

The price schedule shall be submitted in spreadsheet format and include the following:

1. Provide a sequential numbering system of Equipment, Services, Plans, and other offering. This numbering system will be referred to as a Contract Line Item Number system (CLIN). Each CLIN for equipment will include the manufacturer's part number and description. Each CLIN for service related items will include a brief description of the service.
2. A complete description of services offered shall be included with the price sheet and correlate back to the assigned CLIN.
3. The price schedule shall include a unit of measure (i.e. each, minute, feature, etc.) and price for each item.
4. The Contractor shall provide a copy of its commercial price schedule with detailed information on the discounts offered to commercial customers.
5. The Contractor shall identify all plans that currently are being used to service commercial accounts.
6. The Contractor shall offer a percentage discount. These discounts will be used to determine the final price to the government.

Nextel Competitive Service Pricing Offer– Addendum B

Nextel Data Applications Pricing – Addendum B

Nextel Rate Plan Pricing – Addendum B

Nextel NOL Pricing – Addendum B

CLIN Pricing for Equipment – Addendum C