SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Stanley L. Sniff Jr., Sheriff-Coroner-PA

SUBMITTAL DATE: 04/19/10

SUBJECT: Approve the Contract Amendment for Cellular Equipment, Hardware, and Installation Services for an Expansion of the Sheriff's Mobile Cellular Data Network with Cellco Partnership DBA Verizon Wireless and Sprint Solutions Inc.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1. Approve and execute the Amendments to purchase cellular hardware, software, equipment and installation services required to expand the cellular data network in the Sheriff's vehicle fleet from Cellco Partnership dba Verizon Wireless and Sprint Solutions Inc., at a cost not to exceed \$589,000 annually, which contains an option to renew the agreement for five additional one-year periods, and:
- 2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise renewal options, based on the availability of fiscal funding, and to sign amendments that do not change the substantive terms of the agreement, including amendments to the compensation provision that do not exceed the annual CPI rates, and;
- 3. Direct the Clerk of the Board to return 3 original signed copies of the Amendments to Purchasing and Fleet Services.

BACKGROUND: On January 27, 2009 (3.58), the Board of Supervisors approved agreements for mobile data services and equipment installation with Verizon Wireless and Sprint Solutions to test the efficacy of mobile data cellular in a limited number of Sheriff's patrol vehicles.

| | | | | 702 | | |
|----------------|--|-----------|---------------------------------------|-------------------------------------|-------|--|
| | | | riff-Coroner-PA ector of Administr | 7 | | |
| FINIANICIAL | Current F.Y. Total Cost: | \$589,000 | In Current Year | Budget: Y | Yes | |
| FINANCIAL DATA | Current F.Y. Net County Cost: | \$589,000 | Budget Adjustm | | No | |
| | Annual Net County Cost: | \$420,000 | For Fiscal Year: | 20 | 09-10 | |
| | JNDS: Department Budget with contract law enforcements | | sts will be | Positions To Be Deleted Per A-30 | | |
| BR 10-091 | | | | Requires 4/5 Vote | | |
| OFO DECOM | MENDATION | | | l | | |

.E.O. RECOMMENDATION:

(Continued on Page 2)

Robert Tremaine

Ville Tan

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Buster, Tavaglione, Stone, Benoit and Ashley Ayes:

None Nays: Absent: None

May 4, 2010 Date:

XC: Sheriff, RCIT, Purchasing Prev. Agn. Ref.: 1/27/2009 4-58 CHI District: Add

Agenda Number:

Kecia Harper-Ihem

Clerk of the Board

Deputy

Policy \boxtimes \boxtimes Consent Consent Dep't Recomm.: ofc.: Exec.

BOARD OF SUPERVISORS

FORM 11: Purchase of Cellular Data Equipment and Hardware for the Sheriff's Fleet BR 10-091

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The project removed data traffic from the radio system and placed data on a cellular network for 212 vehicles in three test areas: Cabazon Station, Southwest Station/Temecula and Hemet Station/San Jacinto. The project's test period concluded in March of 2010. Based on a review of the test results by RCIT and Sheriff's personnel, the Sheriff's Department is proposing to expand from the 212 test vehicles to an additional 616 vehicles equipped with cellular modems and software, providing cellular to 828 vehicles or 93% of its patrol fleet.

The test project demonstrated that the cellular transfer of data successfully and significantly reduced the amount of failed CAD (Computer Aided Dispatch) messages to and from patrol. A failed message means that a message was lost or not relayed to its intended party. As the CAD message contains the circumstances of a patrol deputy's call for service or information on a warrants check, a lost message presents a danger and a liability to field personnel and the public.

The Sheriff's Department's patrol vehicles were losing approximately 100,000 messages per month (1.2 million messages for a 12 month period). Since the pilot project was fully implemented in the 212 vehicles, those monthly messages lost have been reduced by 25,000 per month. At the completion of the proposed expansion project, it is estimated that the lost messages will be further reduced to less than 17,000 per month.

The cellular data project also offers the immédiate, but rudimentary ability to locate the positioning of a cellular equipped vehicle with longitude and latitude descriptions.

The test showed that using cellular reduced the load on the current radio system, thereby freeing the system for voice traffic and increasing the effectiveness of the current radio system.

The cellular data system is compatible with the PSEC/Motorola radio project. It was originally adopted as an interim measure prior to implementation of the PSEC project, but has proven to be a very valuable data network system, which will now supplement the PSEC project.

PRICE REASONABLNESS:

The Sheriff's Department has identified the funds to purchase the necessary equipment in this fiscal year. If purchase and delivery of the equipment is made before the end of the fiscal year, the Cellco Partnership DBA Verizon Wireless and Sprint Solutions Inc. will offer a special opportunity purchase with significant price reductions on all equipment. On the cellular modems alone, the special price is 52% below the specified price in current agreement with the County a cost savings of \$184,800 for 616 modems. Equipment installation will follow in the next fiscal year, and the costs of installation will be covered by deferred operating costs that have been budgeted In FY 2010-11. The installation of the equipment in the 616 vehicles will take approximately 120 days, with project

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completion scheduled for October 31, 2010. The Sheriff's Department plans to utilize the current Sprint and Verizon installation vendors, as well as the current county approved contracted fleet equipment installation vendors.

Ongoing Operating Costs:

Once installed in the patrol vehicles, depending upon the service area, the monthly recurring cost for Verizon Wireless is \$45.01 per month; for 473 vehicles, the cost extension is approximately \$21,290 per month. The monthly recurring cost from Sprint Solutions is \$39.99 per month; for 355 vehicles, the cost extension is \$14,197 per month. Contract cities will fund approximately 52% of the operating cost.

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to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

THIRD AMENDMENT TO CONTRACT FOR WIRELESS SERVICES AND EQUIPMENT #ITARC057

This Third Amendment is made to the Contract for Wireless Services and Equipment #ITARC057 (Sprint #BSG804-0450R3) between **SPRINT SOLUTIONS, INC.** as contracting agent on behalf of the applicable Sprint affiliates providing the **Products and Services** ("Sprint" or "Nextel") and **COUNTY OF RIVERSIDE** ("Customer"), signed by Customer on January 27, 2009 and Sprint on January 9, 2009 (the "Agreement") as amended by the First Amendment effective January 21, 2010 and the Second Amendment effective March 23, 2010.

The following modified and added terms and conditions are made a part of the Agreement effective on the last date this Amendment is signed by Sprint and Customer ("Third Amendment Effective Date").

Sprint and Customer agree as follows:

COLINTY OF DIVERSIDE

- Pursuant to Section 2.3 of the Agreement, the Parties agree that the first phase rollout of the initial 77 units ("First Phase") has been completed. The Parties agree that all additional lines of service activated after the First Phase will be activated under the terms of the Agreement; provided however, that the pricing will be in accordance with Exhibit D ("Final Phase Pricing") attached hereto.
- 2. All other terms and conditions in the Agreement, not amended above, will remain in effect. This Amendment and any information concerning its terms and conditions are Sprint's proprietary information. Alterations to this Amendment will not be valid unless accepted in writing by a Sprint officer or authorized designee. To become effective, this Amendment must be signed by a Customer representative; delivered to Sprint; and signed by a Sprint officer or authorized designee.

SEDENT SOLUTIONS INC. -

| COUNTIL | OF RIVERSIDE | SPRINTS | SOLUTIONS, INC. |
|-------------|----------------------------------|----------|---|
| Ву: | Many Adeleg | Ву: | Maimo |
| Name: | MARION ASHLEY | Name: | Michaela Clairmonte |
| Title: | CHAIRMAN, BOARD OF SUPERVISORS | Title: | Manager, Contract Negotiations |
| Date: | | Date: | 5/27/2010 |
| Address: | | Address: | 2001 Edmund Halley Drive |
| | | | Reston, VA 20191 |
| FORI BY: | MAPPROVED COUNTY COUNSEL (15(10) |) | |
| AT KE | TEST: ECIA HARPER-IHEM, Clerk | [| Sprint — Approved as to Legal Form KAC – 19 May 2010 |

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MAY 0 4 2010 3.48

Date: May 19, 2010

Date: May 19, 2010

EXHIBIT D FINAL PHASE PRICING

Invoice #0001

| ltem | Description | Job | Unit Price | Qty | | Amount |
|------------------------------|--|-----------|------------------|----------|-------------------------------------|-------------|
| Wireless Data Equipment | | 11 | | | | |
| Cellular GPS Modem | Sprint BlueTree GPS 5600a (EvDO Rev-A) DC Power Modem | | | | | |
| Celiulai GF3 Modelli | Sprint Blue free GF3 3000a (EVDO Rev-A) DC Fower Woulden | Riverside | \$ 579.00 | 0 | \$ | |
| | 1-200 | | \$579.00 | 0 | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | |
| | 201+ | | \$560.00 | 325 | | 182,000.0 |
| | (MINUS \$300.00 CREDIT PER MODEM - VP Approved) | | (\$300.00) | 325 | | (\$97,500.0 |
| | | | Subtotal | | \$ | 84,500.0 |
| Wireless & Data | | | | | | |
| Monthly Data Charges | Unlimited Wireless Data Charges | Riverside | \$ 39.99 | 325 | \$ | 12,996.7 |
| Γ1 | T1 Circuit (MRC cost on a 3 year term) Full 1.554 mbps | Riverside | \$ 450.00 | 1 | | 450.0 |
| | | Tuvoloido | Monthly Subtotal | | | 13,446.7 |
| Equipment Accessories | | 1 | Monthly Subtotal | | | 13,440.7 |
| | Dual-Band 800/1900 w/ 14.5FT Cable | T T | 1 1 | | T | |
| Antenna (RF) | (BMLPVDB800/1900HD vs. BLMPV800HD) | Divomido | \$ 42.00 | 650 | | 27 200 0 |
| | | Riverside | \$ 42.00 | 650 | 1 2 | 27,300.00 |
| Antenna Mount needed for | NMO Mount (for diversity antenna) FW3274 Antenex | | | | | |
| BLMPV800HD and | (MAB8USMA) Permanent Antenna Mount, NMO Brass with 3/8" Hole 17' Teflex Coax, SMA Male Connector \$17.00 | | | | | |
| 3MLPVDB800/1900HD | Immediately | <u></u> | | | | |
| Cable | 26! USB Cables (TDIDD LITE model; U042 026) | Riverside | \$14.00 | 650 | _ | 9,100.0 |
| | 36' USB Cables (TRIPP-LITE model: U042-036) | Riverside | \$59.00 | 36 | _ | 2,124.0 |
| Cable | 36FT HS ACTIVE USB 2.0 A-B CBL | Riverside | \$39.99 | 289 | | 11,557.1 |
| Screws | Hex Lag Screws (4 per vehicle, per vehicle price) | Riverside | \$5.00 | 325 | \$ | 1,625.0 |
| Antenna (GPS) | APGPS30-Q-S2 (SMA Connector threaded bolt mount 15FT | | | | | |
| | cable) | Riverside | \$ 79.99 | 325 | \$ | 25,996.7 |
| | | | Subtotal | | \$ | 77,702.86 |
| nstallation / Maintenance Pr | og rams | | | | _ | |
| | 1-4 Vehicles Per Day- BlueTree GPS 5600a Modem Install | | | | | |
| ehicle Installation | (DC). Includes full install of the GPS unit, mounting, power run and antenna run Including Parts: Loom, | | | | | |
| | Riser, Screws, Velco, Connectors (1-4 Vehicles per day) | | | | | |
| | | Riverside | \$175.00 | 0 | \$ | - 22 |
| | 5+ Vehicles Per Day- BlueTree GPS 5600a Modem Install | | | | | |
| | (DC). Includes full install of the GPS unit, mounting, power run and antenna run Including Parts: Loom, | | | | | |
| | Riser, Screws, Velco, Connectors | | | | | |
| | | Riverside | \$155.00 | 0 | \$ | (2) |
| ehicle Installation | 1-4 Vehicles Per Day- GPS Antenna Installation including parts | | | | | |
| | parts | Riverside | \$100.00 | 0 | \$ | 120 |
| | 5+ Vehicles Per Day- GPS Antenna Installation including parts | | | | | |
| | | Riverside | \$60.00 | 0 | \$ | |
| | Blyth and/or Indio Trip Charge | Riverside | \$65.00 | 0 | \$ | <u> </u> |
| Group Management | BlueVue - Group Management Software | | | | | |
| Software | The state of the s | Riverside | \$5,000.00 | 1 | \$ | 5,000.00 |
| Maintenance | | | | | | |
| | Annual Equipment Maintenance (15% Annual Fee) | Riverside | \$750.00 | 1 | \$ | 750.00 |
| | Activation, Testing, Provisioning, Quality Assurance and RMA | | | | | |
| Modern Provisioning | | | | | | |
| Modem Provisioning | Services for Equipment | Riverside | \$ 15.00 | 325 | \$ | 4,875.00 |
| Modem Provisioning | | Riverside | \$ 15.00 | 0 325 \$ | \$ | 4,875.00 |

Date: May 19, 2010

| | Subtotal | \$ 10,625.00 |
|----------------|----------|------------------|
| Optional Items | Subtotal | \$ 186,274.61 |

Vehicle Installation

Hardware Installation (per vehicle)

See Tab 2 for Vehicle Installation Configuration, per Riverside Sheriff.

Modem Provisioning

Hardware / Software / Connectivity / Quality Assurance / Provisioning

<u>Item</u>

Description

Device Inspection

Unit Inspection - Content Verification Scan ESNs and activate with Sprint

Label Modems with MDN & Static IP address

Configure & Provision

Power On, Connect Antenna and activate Modem through

BlueVue using DB9 Cable

Confirm MDN, System ID, and Modem WAN Settings are set

up properly

Verify Static IP Address

Configure modem for DataLink
Test by pinging Riverside IP Address

Establish Connectivity

Built and establish Network connectivity to EvDO Rev-A

Wireless Network

Cost Breakdown

Cost per Unit

\$15.00

* Equipment Credits:

Sprint will provide a one-time invoice credit of \$300.00 per new modem activation to be applied towards the cost of the modem equipment.

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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

Amendment #2

To

Contract for Equipment

Between

County of Riverside

And

Cellco Partnership d/b/a Verizon Wireless

This Amendment to Contract for Equipment ("County Equipment Contract") is entered into as of the date of last signature ("Effective Date"), by the **County of Riverside**, a political subdivision of the State of California, with a place of business at 6147 Alessandro, Suite A, Riverside, California 92507 (referred to as "County") and **Cellco Partnership d/b/a Verizon Wireless** ("Contractor"), with a place of business at 15505 Sand Canyon Avenue, Irvine, California 92618.

BACKGROUND

- A. The parties entered into the County Equipment Contract effective January 27, 2009.
- B. The first phase rollout for 118 lines has been completed, and County and Contractor desire to enter into this amendment to cover a second phase for an additional 350 lines.
- C. The parties desire to enter into certain changes to the County Equipment Contract for the Second Phase regarding, Third Party Vendors, installation configuration, equipment and pricing.

AMENDMENT

- 1. Section 2.2 is modified to read as follows:
- 2.2 Other Phases Second Phase. County anticipates that after the first phase rollout referenced in Section 2.1, County will roll out additional phases in which additional lines of service will be activated under the terms of this County Equipment Contract and the County Wireless Contract. The parties will enter into Amendment #2 to cover the Second Phase rollout of 350 additional lines. The County is not responsible for any fees or costs incurred above or beyond the amounts set forth in the Agreement or any Amendment and shall have no obligation to purchase any specified amount of services or products beyond what is stated in the Agreement or an Amendment for the initial one hundred five (105) one hundred eighteen (118) lines of service in the first phase or the additional 350 lines of service in the Second Phase.
- 2. General Statement of Changes.
- 2.1 <u>Third Party Vendors</u>. For the Second Phase, Contractor will no longer use Manley Solutions as a Third Party Vendor but will instead use Feeney Wireless and Source, Incorporated of Missouri "Source Inc." The County will not require Contractor to install the equipment as the County will do so itself.
- 2.2 <u>Initial Activations</u>. The County agrees that initial activations of the equipment will start within 30 days after the Effective Date of this Amendment
- 2.3 <u>Individual Line Terms.</u> The County agrees to enter into 5 year individual Line Terms under the County Wireless Contract on the \$37.99 Mobile Broadband Plan that was recently added to the State of California Wireless Contract for the Second Phase Lines activated on the equipment purchased under this Amendment #2. For any Lines terminated prior

to the expiration of their 5 year individual Line Term, the County will pay Verizon Wireless an early termination fee of \$240.

- 3. **Definitions**. The definition of "Third Party Vendors" is modified to read "Feeney Wireless" and "Source Inc." ("Source Inc.") If not specifically mentioned in this Amendment #2, the parties agree that all references in the Agreement to "Manley Solutions" shall be replaced with "Feeney Wireless and/or Source, Inc."
- 4. Section 2.3 is modified to read as follows:
- 2.3 Pricing and Payment. The pricing set forth in Amendment #2 to this County Equipment Contract will be held firm for at least sixty (60) days after the Effective Date of this Amendment #2. the initial three (3) year term of this County Equipment Contract. Thereafter, Contractor will give County at least thirty (30) days notice of any pricing increases. County will pay for any Equipment or Services provided to the County hereunder within thirty (30) days after the date of the invoice from Contractor for any such Equipment or Services.
- 5. Section 3 ("Equipment") is modified to read as follows:
- 3. **Equipment.**
- 3.1 <u>Antennas Feeney Wireless Manley Solutions</u>. Contractor agrees to purchase from Feeney Wireless Manley Solutions, in such quantity equal to the number of lines in the Second Phase awarded to Contractor under the RFP, Dual Purpose Antennas at the price indicated in <u>Exhibit A</u>, plus applicable sales tax, to be delivered directly to the County. The date and location of the delivery will be mutually agreed to by Contractor and County. The antennas are described in <u>Exhibit A</u> hereto. Contractor will then bill the County for the purchase at the same price paid by Contractor without any mark up.
- 3.2 <u>BlueTree Modems Source Inc. Manley Solutions</u>. Contractor agrees to purchase from **Source Inc. Manley Solutions**, in such quantity equal to the number of lines **in the Second Phase awarded to Contractor under the RFP**, the BlueTree Modem solution at the price indicated in <u>Exhibit A</u> plus applicable sales tax, to be delivered directly to the County. The date and location of the delivery will be mutually agreed to by Contractor and County. The modem solution is described in <u>Exhibit A</u> hereto. Contractor will then bill the County for the purchase at the same price paid by Contractor without any mark up.
- 3.3 <u>Installation Flextronics</u>. This section is deleted from the Agreement.
- 3.4 No Verizon Wireless Warranty. Contractor does not assume responsibility for the Third Party Vendors, Equipment or Services and makes no representations or commitments on behalf of such Third Party Vendors except as may be set forth in this Agreement or any Amendment. Warranties for Equipment and Services supplied by the Third Party Vendors are contingent upon negotiated agreements between Contractor and the Third Party Vendors. Contractor shall not be liable to replace or repair any equipment or County property damaged by any Third Party Vendor during the installation of the Mobile Data Cellular Network Solution; provided, however, that Verizon Wireless staff will be the primary point of contact when the County needs to work with the Third Party Vendors Manley Solutions or Flextronics on the solution offered under this Agreement.

CONTRACTOR IS NOT THE MANUFACTURER OF THE EQUIPMENT. COUNTY AGREES THAT CONTRACTOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE EQUIPMENT AND/OR ANY SERVICES PROVIDED BY THIRD PARTY VENDORS HEREUNDER.

3.5 <u>BlueTree/Manley Solutions/Source Inc.</u> Equipment Warranty. To the extent possible, Contractor will pass on to County any warranties provided by the Third Party Vendors. Warranties are contingent upon final agreements with third party vendors which Contractor will enter into upon formal bid award of lines under this County Equipment Contract; however, Contractor believes that it can obtain the following warranties:

Manley Solutions Source Inc. /BlueTree: Source Inc. Manley Solutions will provide the warranty from BlueTree as described in Exhibit E to this Agreement. The warranty is for three years from date of purchase, as further described in Exhibit E.

- 3.6 Flextronics Installation Warranty. This section is deleted.
- 3.7 Ongoing Support and Maintenance. Contractor will have no responsibility or obligation for ongoing support and/or maintenance for the Equipment and Services provided under this County Equipment Contract. County agrees to contact the Third Party Vendors directly for such maintenance and support. However, upon request from County, the Project Manager will be reasonably available to assist with future coordination with the Third Party Vendors. Contractor will provide County with a complete finalized vendor contact list for support and services upon bid award. Exhibit D hereto contains certain contact information which will be updated upon award of lines under this County Equipment Contract.
- 3.8 <u>Billing, Payment Contractor will bill all Third Party Vendor Equipment and Services to County upon a mutually agreed to schedule</u>. Any optional services requested after the installation will require an additional fee for installation above the cost for the product or service quoted from the Third Party Vendor.
- 5. Section 10 (Notices) is modified to change Contractor's notice information to the following:

For Contractor:

Annette Ohlgren, Major Account Manager

Phone: 951-201-1897

E-mail: Annette.Ohlgren@VerizonWireless.com

Address: 15505 Sand Canyon Avenue, Irvine, CA 92618

- 6. Exhibit A is modified as set forth in Exhibit A to this Amendment.
- 7. Exhibit B (Flextronics) is deleted.
- 8. Exhibit C (Implementation Schedule) is deleted.
- 9. Exhibit D (Vendor Support Contact List) is modified as set forth in Exhibit D to this Amendment.
- 10. Exhibit E (Blue Tree Modern Warranty) is not modified by this Amendment.
- 11. Exhibit F (Verizon Business Agreement for T-1 Line) is not modified by this Amendment.
- 12. Exhibit G (Verizon Wireless County Wireless Contract) is modified by by adding the Verizon Wireless \$37.99 Mobile Broadband plan for the new lines of service added by this Amendment #2, subject to all terms and conditions of such plan.

All provisions of the Agreement not affected by this Amendment remain in full force and effect.

In WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement:

COUNTY OF RIVERSIDE:

CONTRACTOR:

Cellco Partnership d/b/a Verizon Wireless

Signature: Mann Adelley

Print Name: Marion Ashley

Chairman, Board of Supervisors

Date: MAY 0 4 2010

Print Name:

Signature

Randy Wagner

Title: Exec Dir - Marketing

Date: 6/1/6

By: Approved As To Form

Jill Kalliomaa Staff Counsel Verizon Wireless

ATTEST:

Title:

Kecia Harper-Ihem, Clerk

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to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.

Deputy

FORM

NEAL R. KIPNIS

DATE

EXHIBIT A – AMENDMENT #2 REVISION TO CONTRACT FOR EQUIPMENT

TO BE COORDINATED THROUGH VERIZON WIRELESS

| ТУРЕ | PART# | DESCRIPTION | UNIT PRICE | QTY | EXTENDED PRICE |
|-------------------------------|--------------------------------|---|---------------|-----|---|
| Wireless Data Equipment | BT-5600V2 | BlueTree GPS 5600a (EvDO Rev. A) DC Power Modem (3 year manufacturers warranty) | \$279.00 | 350 | \$97,650.00 |
| Accessory | N/A | Hex Lag Screws (Bolts) Steel Hot Dipped Galvanized (4 per modem) | \$5.10 | 350 | \$1,785.00 |
| Accessory | BMLPVDB800/1900HD | Dual Band Antenna (RF) (Low Profile) 800/1900 w/15FT Cable (black) | \$42.15 | 700 | \$29,505.00 |
| Accessory | MAB8USMA | NMO Mount (for diversity anttenna) FW3274 Atnenex permanent antenna mount, brass w/ 3/4" hole coax, SMA male connector. | \$14.15 | 700 | \$9,905.00 |
| Modem Provisioni ng | | Activation, Testing, Provisioning, Quality Assurance and RMA Services for Equipment (per modem) | \$15.00 | 350 | \$5,250.00 |
| Accessory | APGPS30-2S-Q | GPS External Active Low Profile Antenna, AntennaPlus Inc, min 30 bd gain, 3-5 volts, Item # APGPS30-2S- Q | \$80.15 | 350 | \$28,052.50 |
| Accessory | MS-USB36/New Part #U042-036 | 36FT HS ACTIVE USB 2.0 A-B Cable TRIPP-LITE model | \$59.15 | 350 | \$20,702.50 |
| Shipping | | | | | No Shipping charge for the modems. Feeney will determine FedEx ground shipping charges for other items at time of shipment. |

EXHIBIT D – AMENDMENT #2 REVISION TO CONTRACT FOR EQUIPMENT VENDOR SUPPORT CONTACT LIST

BlueTree Customer Support Hours: 8:30 - 7:00 Eastern toll-free: 1-877-422-9110 option 2

Email: support@bluetreewireless.com

Source Inc Contact:

Debbie Gasparovich - Vice President of Operations - 913-663.2700 - dgasparovich@sourceincusa.com

Feeney Wireless, LLC Contact:

Jennifer Doogan - Director- Strategic Markets - jdoogan@feeneywireless.com - (C) 760-250-5191