

Wireless Communication Services for State of West Virginia CELPHON07 Technical Proposal





July 24, 2006

Betty Francisco State of West Virginia Department of Administration, Purchasing Division 2019 Washington Street, East PO Box 50130 Charleston, WV 25305-0130

Dear Ms. Francisco:

On behalf of Cingular Wireless, thank you for this opportunity to respond to the State of West Virginia's Request for Proposal for Wireless Services. As the leading provider of government and enterprise wireless services and the largest wireless service provider in the nation, Cingular is uniquely positioned to meet the functional, technical, and business requirements of the State of West Virginia.

Our response will demonstrate that Cingular will meet or exceed the particular requirements of a government client, and offer advantages such as:

- A dedicated account team focused on the State of West Virginia's requirements
- A competitive Push to Talk offering that leverages our nationwide network
- Most expansive national coverage (54 million subs, 272 million POPs currently)
- Fastest nation-wide deployed wireless data network EDGE with UMTS in select markets
- Most experienced carrier in development and support of government-class wireless solutions
- A security infrastructure to meet the demanding requirements of official use

Cingular is a joint venture between the domestic wireless divisions of AT&T (NYSE: T) and BellSouth (NYSE: BLS). Cingular offers you the best of both companies in terms of the largest domestic mobile to mobile calling community, network technology, global coverage, service plans and special offers, national contract vehicles, devices, and enterprise customer care.

Cingular's Account Team stands ready to deliver an end-to-end wireless solution for your organization. We believe you will find everything you require in our response. Should you need anything further to assist you in your evaluation, do not hesitate to contact Delmar Sigman, Global Account Executive, at 304.389.1999. We value your business and look forward to providing you with the services to meet your wireless communication needs.

This proposal, and all pricing contained herein, shall be valid for no more than ninety (90) days from the above date of submittal.

Cathy Pryor

Director of Contracts

11710 Beltsville Dr., Ste 200

Beltsville, MD 20705



July 24, 2006

Betty Francisco
State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street, East
PO Box 50130
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Sincerely,

Cathy Pryor Director, Contracts 11710 Beltsville Drive, Suite 200 Beltsville, MD 20705

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REQUEST FOR PROPOSAL

Office of Technology CELPHON07

PART 1

GENERAL INFORMATION

1.1 Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" is soliciting proposals for the Department of Administration, Office of Technology, to obtain bids from interested 2005 Gartner Wireless Magic Quadrant-rated vendor(s) to provide a statewide cellular telephone contract. The State will also give consideration to vendor(s) currently providing cellular service to the State. (See Section 2.2.1)

1.2 Project:

The purpose of this Request for Proposal (RFP) is to seek bids from interested 2005 Gartner Wireless Magic Quadrant rated vendor(s) to provide a statewide cellular telephone contract. Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

- 1.2.1 Please note that the terms 'cellular' and 'wireless' may be used interchangeably throughout this document.
- 1.2.2 The successful vendor(s) must provide for consistent functional cellular features to all geographic locations within West Virginia's 55 counties, and the bordering counties in adjoining states. Vendor(s) may not offer functional features in one geographic area of the state that are not available to another geographic area.
- 1.2.3 The State realizes that there is no one single vendor in West Virginia that can provide a local telephone number or service in every city and town with a state government presence. Therefore, this contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFP and all geographic areas of West Virginia in which the State needs service. Agencies needing cellular services will obtain service from the lowest cost vendor as long as the lowest cost vendor can provide the service requirements and features that meet the needs of the agency. Agencies that need cellular services in geographic locations (or have service requirements) that cannot be served by the winning vendor shall obtain service from the vendor with the next highest composite score from the evaluation process. Composite Score is the total of technical and cost components of the RFP evaluation and so on through the list of vendors who have been awarded contracts.
- 1.2.4 The Vendor(s) is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor(s) to be the sole point of contact with regard to all contractual matters. The

Vendor(s) may enter into written subcontracts for performance of work under this contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

1.2.5 The State reserves the right to utilize inter-state agreements, such as the Western States Contracting Alliance (WSCA), or GSA pricing schedule, to purchase equipment, outside of the terms and conditions of any contract resulting from an award of this RFP, pursuant to West Virginia State Code, Section §5A-3-19. The Vendor(s) may make the products and services requested in this RFP available to county and local municipalities, as well as any other official boards and commissions deemed eligible as legitimate, governmental entities. If the Vendor(s) exercises this option, the State will not be liable for billing, management or any other services related to these separate, independent agreements.

1.3 **RFP Format:**

This RFP has four parts. "Part 1" contains informational sections, "Part 2" describes the background and working environment of the project, "Part 3" is a statement of the specifications for the services requested pursuant to this RFP, contractual requirements, and general terms/conditions and "Part 4" explains the required format of the Bidder's response to the RFP, the evaluation criteria the State will use in evaluating the proposals received, and how the evaluation will be conducted.

1.4 Inquiries:

Additional information inquiries regarding specifications of this RFP must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Betty Francisco, Senior Buyer Purchasing Division 2019 Washington Street, East P.O. Box 50130 Charleston, WV 25305-0130 Fax: (304) 558-4115

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 **Vendor Registration:**

Vendors participating in this process should complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered vendor in order to submit a proposal, but the **successful bidder must** register and pay the fee prior to the award of an actual purchase order/contract.

1.6 Oral Statements and Commitments:

Vendor must clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.7 Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward, concise description of Vendor's abilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

1.8 Labeling of RFP Sections:

The sections within this RFP contain instructions governing how the Vendor's proposal is to be arranged, submitted and to identify the material to be included therein.

1.8.1 Mandatory Requirements.

The mandatory sections included in part 3 and 4 require a response, and they describe the minimum requirements requested in this RFP. Any specification or statement containing the word "must", "shall, or "will" are mandatory. The vendor is required to meet the mandatory specifications in order to be eligible for consideration and to continue in the evaluation process. A simple "yes" or "no" response to these sections is not adequate. Failure to meet mandatory items shall result in disqualification of the vendor's proposal and the evaluation process terminated for that vendor. Decisions regarding compliance with the intent of any mandatory specification shall be at the sole discretion of the State.

1.8.2 Contract Terms and Conditions:

Section "3" details the contractual terms and conditions under which the State of West Virginia will enter into a contract.

1.8.3 Informational Sections:

All information specifications do not require a response from the vendor. They are intended to aid the vendor in structuring an effective proposal capable of meeting the needs of the issuing agency.

1.9 **Proposal Format and Submission:**

1.9.1 Vendors must complete a response to all mandatory specifications in order to be considered. Each proposal must be formatted as per the outline in Part 4 of this RFP. No other arrangement or distribution of the proposal information may be made by the bidder. Failure on the part of the bidder to respond to specific requirements detailed in the RFP may be basis for disqualification of the proposal. The State reserves the right to waive any informality in the proposal format and minor irregularities.

- 1.9.2 State law requires that the original technical and cost proposal be submitted to the State. All copies must be submitted to the respective offices **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.
- 1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. Neither the Purchasing Division nor the Auditor's Office can waive or excuse late receipt of a proposal which is delayed and late for any reason according State Code 5A-3-11. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:

One original technical and cost plus ten (10) convenience copies to:

Purchasing Division 2019 Washington Street, East P. O. Box 50130 Charleston, WV 25305-0130

The outside of the envelope or package(s) should be clearly marked:

Buyer: File 42

Req#: CELPHON07 Opening Date: 07/06/2006 Opening Time: 1:30 P. M.

1.9.4. Best Value Purchasing Standard Format

All Requests for Proposals shall follow the standard format defined by the Purchasing Division. This format addresses required areas and enables the agency to modify the background and scope of work to meet its needs.

- 1.9.4.1 *Evaluation Criteria*: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.
- 1.9.4.2 *Proposal Format and Content*: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.
- 1.9.4.3 <u>Proposal Submission</u>: West Virginia State Code §5A-3-11, states ". . . all bidders submitting bid proposals to the Purchasing Division are required to submit an extra or duplicate copy to the State Auditor. Both copies must be received at the respective offices prior to the specified date and time of the bid opening."

Now reads:

- 1.9.4.3 Has been deleted.
- 1.9.4.4 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation and to confirm that both original packages contained a separately sealed cost proposal.
- 1.9.4.5 *Technical Evaluation*: An evaluation committee will review the technical proposals, assign appropriate points and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approved the committee's recommendation, the formation will be forwarded to an internal review committee within the Purchasing Division.
- 1.9.4.6 <u>Cost Bid Opening</u>: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.
- 1.9.4.7 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus recommendation to the Purchasing Division. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable. Resident Vendor Preference by West Virginia State Code §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process.
- 1.9.4.8 *Contract Approval and Award*: After the cost proposals have been opened, the evaluation committee performs its review and makes its recommendation based on the highest scoring vendor to the Purchasing Division buyer.

Once approved by the buyer, the contract is signed in the Purchasing Division, forwarded to the Attorney General's Office for approval as to form, encumbered and mailed to the appropriate parties.

1.10 Rejection of Proposals:

The State shall select the best value solution according to the evaluation criteria. However, the State reserves the right to accept or reject any or all proposals, in part or in whole at its discretion. The State reserves the right to withdraw this RFP at any time and for any reason. Submission of, or receipt by the State of proposals confers no rights upon the bidder nor obligates the State in any manner.

A contract based on this RFP and the Vendor's proposal, may or may not be awarded. Any contract resulting in an award from this RFP is not valid until properly approved and executed by the Purchasing Division and approved as to form by the Attorney General.

1.11 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFP for expenses to prepare, deliver the proposal, or to attend any mandatory pre-bid meeting or oral presentations.

1.12 Addenda:

If it becomes necessary to revise any part of this RFP, an official written addendum will be issued by the State to all bidders of record.

1.13 Independent Price Determination:

A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to prices with any competitor unless the proposal is submitted as a joint venture.

1.14 Price Quotations:

The price(s) quoted in the bidder's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided for adjustment in the original contract.

1.15 Public Record:

1.15.1 Submissions are Public Record.

All documents submitted to the State Purchasing Division related to purchase orders/contracts are considered public records. All bids, proposals, or offers submitted by bidders shall become public information and are available for inspection during normal official business hours in the Purchasing Division Records and Distribution center after the award is complete and documents have been microfilmed.

1.15.2 Written Release of Information.

All public information may be released with or without a Freedom of Information request, however, only a written request will be acted upon with duplications fees paid in advance. Duplication fees shall apply to all requests for copies of any document. Currently the fees are \$0.50/page, or a minimum of \$10.00 per request which ever is greater.

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a

vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

1.16 Schedule of Events: (Dates to be set upon mutually agreed upon (TBA) after submission and approval of the RFP by Purchasing. Events not required may be deleted.).

Release of the RFP	06/14/2006
Vendor's Written Questions Submission Deadline	06/28//2006
Mandatory Pre-bid Conference	06/30/2006
Addendum Issued	07/10/2006
Bid Opening Date	07/24/2006

1.17 Mandatory Pre-bid Conference:

A mandatory pre-bid conference shall be conducted on the date specified above at 2:00 p.m. Said conference will be hosted by the West Virginia Office of Technology, One Davis Square, Charleston, West Virginia. The State intends to manage this pre-bid via on site attendance. All interested bidders are required to attend this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

1.18 No Debt Affidavit:

West Virginia State Code §5A-3-10a (3) (d) requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the proposal.

1.19 **Resident Vendor Preference:** West Virginia State Code §5A-3-37 provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia State Code. A certificate of application is used to request this preference. Generally, a West Virginia vendor may be eligible for two 2.5% preferences in the evaluation process. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

PART 2

OPERATING ENVIRONMENT

2.1 Location:

The West Virginia Office of Technology is located at One Davis Square, Charleston, West Virginia. The agencies utilizing any contract resulting from an award of this RFP are located throughout the state, with approximately twenty-five (25) percent of the total cellular usage concentrated in Putnam, Cabell and Kanawha counties.

2.2 Background:

West Virginia currently utilizes no single, statewide contract for cellular services. State agencies obtain their own service directly from cellular companies serving their geographic needs.

- 2.2.1 State agencies currently utilize cellular services from several different vendor(s). They include, but are not limited to: Cingular, Alltel, U.S. Cellular, Sprint, Nextel, Cellular One and Ntelos.
- 2.2.2 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, and approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.

PART 3

PROCUREMENT SPECIFICATIONS

3.1 COVERAGE

3.1.1 Vendor(s) coverage should include a large proportion (if not all) of the State. Coverage maps must be included in vendor(s) response. Maps shall show current coverage areas and locations where service does not exist (dead zones). Maps must be clear and concise and should show county borders (WV and surrounding states) and interstate highways. If the Vendor is partnering, maps for all partners must be provided as well. Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFP. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint". Vendor(s) must identify in their response the locations within West Virginia's "home area" where they can provide analog and/or digital voice service. Vendor(s) must also identify locations where they can provide data service. Vendor must submit separate maps indicating voice and data service.

NOW READS:

3.1.1 Vendor(s) coverage should include a large proportion (if not all) of the State. Coverage maps must be included in vendor(s) response. Maps shall show current coverage areas and locations where service does not exist Maps must be clear and concise and should show county (dead zones). borders (WV and surrounding states) and interstate highways. If the Vendor is partnering, maps for all partners must be provided as well. Geographic West Virginia, and bordering counties located in adjoining states, will be considered the "home area", or local call footprint, for all services related to this RFP. "Roaming charges/long distance" will apply only when the user is Roaming is defined as the outside of the "home area/local call footprint". area beyond the bordering counties in adjoining states within the continental United States. Vendor(s) must identify in their response the locations within West Virginia's "home area" where they can provide analog and/or digital voice service. Vendor(s) must also identify locations where they can provide data service. Vendor must submit separate maps indicating voice and data service.

Response:

Please see Attachment, "Coverage Maps."

Cingular provides wireless voice and data services from all GSM towers. Therefore, voice and data coverage is the same. In addition, Cingular has completed its GSM overlays and now all towers are providing GSM service. Cingular is continuing to expand its' coverage by building new towers as shown in the attached EOY06 Coverage Map.

Cingular was recently named the Best Network in Charleston and Huntington by a leading independent research company. Cingular truly has the Best Network in West Virginia.

3.1.2 Vendor(s) must identify in their response the locations within West Virginia's "home area" where they can provide analog and/or digital voice service. Vendor(s) must also identify locations where they can provide data service. Vendor(s) shall submit the cities or towns, including area codes and exchanges, along with the NPA-NNX, within West Virginia's entire "home area" for which they can provide local telephone numbers.

Response:

Please see Attachment, "WV NPA NNX." Cingular provides wireless voice and data service from all GSM towers. Therefore, voice and data coverage is the same.

3.1.3 Vendor(s) must provide three (3) activated, "basic" cell phones and three (3) activated air cards that would be provided to the State under this contract. These phones and cards will be used for statewide testing and verification of coverage as represented in the maps included in 3.1.1. These phones will also be used to test the ease of use of the features requested in 3.2 and 3.3. The requested phones and air cards must be provided to the Office of Technology within 24 hours of request.

Response:

Cingular shall comply. Upon request, Cingular's account team will provide the State with the relevant equipment within 24 hours.

FUNCTIONAL SPECIFICATIONS/REQUIREMENTS

3.2 VOICE - MANDATORY FEATURES

Note: Miscellaneous costs requested in this section shall be listed on Attachment C of the pricing pages in the cost portion of the RFP. Do not list any price/costs in the technical portion of the RFP.

3.2.1 All state entities that utilize the services resulting from this RFP shall receive a basic cellular telephone, at no charge to the State.

Response:

Cingular shall comply.

3.2.2 Where possible, vendor(s) shall be responsible for any reprogramming necessary to make any existing state-owned telephone compatible with their system. The vendor(s) must provide this programming at no additional cost. If state-owned equipment cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a basic

cellular telephone at no additional charge to the State, or replacement data device at a minimal charge.

Response:

Cingular shall comply.

3.2.3 All equipment provided under the terms of this agreement, shall be new. No used or refurbished equipment will be accepted.

Response:

Cingular shall comply.

3.2.4 Basic cellular telephones must include the handset, battery, A/C Charger and D/C power cord, and user's manual.

Response:

Cingular shall comply.

- 3.2.5 Vendor(s) shall offer the following features as the basic service:
 - a. Call Forwarding
 - b. Call Waiting
 - c. Three-Way Calling
 - d. Mobile to Mobile calling
 - e. Voice Mail
 - f. Statewide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states
 - g. Caller ID
 - h. Hands-free capability
 - i. Free Nights (beginning 9:00 p.m. M-Th) and Weekends (beginning 9:00 p.m. Fridays) within the continental United States.

Optional pricing for Nights and Weekends which begins prior to 9:00 p.m. should be detailed in the vendor's optional costs section, and include the actual start time (e.g. 7:00 p.m.) and what additional cost, if any, would be incurred through the inclusion of this option in the State's plan(s).

Response:

Cingular shall comply.

3.2.6 Certain state entities may require the use of a camera phone. Responding vendor(s) shall include optional pricing for such a unit, as well as the pricing for transmission of individual photos with their proposal. The actual cost must be detailed in the cost portion of the proposal.

Response:

Cingular shall comply. Camera phones will be included with the device pricing.

3.2.7 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

Response:

Cingular shall extend the 1-year manufacturer's warranty that includes repair and replacement.

3.2.8 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

Response:

Cingular shall comply.

3.2.9 Vendor(s) will inform the State, nine (9) months prior to any significant platform changes in service. (Scope concept equal to historical TDMA to GSM conversion.)

Response:

Cingular shall comply.

3.2.10 Cellular telephones shall come equipped with Bluetooth turned off, as the default setting.

Response:

Cingular shall comply.

3.2.11 Vendor(s) must describe the Bluetooth security features available with all applicable cellular devices.

Response:

Bluetooth wireless technology provides an easy way for a wide range of devices to communicate with each other and connect to the Internet without the need for wires, cables and connectors. It is supported and used in products by over 3000 companies, including large corporations such as Sony Ericsson, Nokia, Motorola, Intel, IBM, Toshiba, Motorola, Apple, Microsoft, and even Toyota, Lexus and BMW. A variety of products available on the market have short range Bluetooth radios installed, including printers, laptops, keyboards, cars and the most popular type of Bluetooth enabled devices - mobile phones, driving 60% of the Bluetooth market. The technology has already gained enormous popularity, with more than 3 million Bluetooth-enabled products shipping every week. According to IDC, there will be over 922 million Bluetooth enabled devices worldwide by 2008. The technology

seams to be very interesting and beneficial, yet it can also be a high threat for the privacy and security of Bluetooth users.

The idea behind Bluetooth technology was born in 1994, when a team of researchers at Ericsson Mobile Communications, led by Dr. Jaap Haartsen and Dr. Sven Mattisson, initiated a feasibility study of universal short-range, low-power wireless connectivity as a way of eliminating cables between mobile phones and computers, headsets and other devices. It was later developed into the Bluetooth technology we know today by the Bluetooth Special Interest Group (SIG), an industry association which was announced in May 1998 and formally founded in September 1998. The founding members were Ericsson, IBM, Intel, Nokia and Toshiba, and later in December 1999, 3Com Corporation, Lucent Technologies, Microsoft Corporation and Motorola Inc. joined the Bluetooth SIG.

After years of development the final Bluetooth technology uses the free and globally available 2.4GHz Industrial-Scientific-Medical (ISM) radio band, unlicensed for low-power use, and allows two Bluetooth devices within 10-100 m range to share data with throughput up to 723.2 Kbps, or 2.1Mbps with the new Enhanced Data Rate specification already released in 2005. Each device can simultaneously communicate with up to seven other devices per piconet. Bluetooth technology is also intended to be secure by providing authentication, encryption, quality of service (QoS) control and other security features. However, it will be shown that Bluetooth is vulnerable in a number of ways, opening the door for many malicious attacks now and in the future.

The common uses of BT technology nowadays include:

- Using a wireless mobile phone headset during a call while keeping a phone in the bag
- Synchronizing a calendar, phone book and other information between a PDA and a PC
- Connecting a printer, keyboard, or mouse to a PC without cables
- Transferring photos or ring tones between mobile phones

The technology is also constantly being examined and updated in order to make it faster, more secure, and cheaper with additional functionality.

Bluetooth security features

The most well-known and basic Bluetooth security mechanism is the user's ability to choose if a device is in "Discoverable" mode (visible to other devices) or "non-discoverable" mode, as shown on an example PDA below in Figure 1.

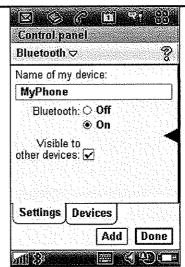


Figure 1 - Bluetooth option to be "discoverable" or not.

When a Bluetooth device is discoverable, it is very easy to scan for it using a PC and download private data. This approach can easily contribute to some high profile attacks on celebrities and famous people, who often do not understand the Bluetooth technology.

Setting Bluetooth to a "non-discoverable" mode prevents BT devices from appearing on the list during a BT device search process. However, it is still visible to those devices and users who are familiar with its Bluetooth MAC address, which would be the case for previously paired devices (devices that have communicated with each other at least once before).

Scanning for Bluetooth addresses

The Bluetooth address itself is a unique 48bit device identifier, where the first 3 bytes of the address are assigned to a specific manufacturer by the IEEE (www.ieee.org/), and the last 3 bytes are freely allocated by the manufacturer. For example, the hexadecimal representation of a Sony Ericsson P900 phone's Bluetooth address may look like 00:0A:D9:EB:66:C7, where the first 3 bytes of this address (00:0A:D9) are registered to Sony Ericsson by the IEEE, meaning that all P900 phones will have their Bluetooth address starting with same 3 bytes. The last 3 bytes (EB:66:C7) of the sample address are assigned to this device by Sony Ericsson and should be different for each P900 phone — but is not always, unfortunately.

In theory, enabling the non-discoverable mode on a Bluetooth device should protect users from unauthorized connections, yet in practice it is still quite possible to find these devices. There are software tools available which allow brute-force discovery of non-discoverable devices. An example of such an application is RedFang by Ollie Whitehouse, a small application which simply tries to connect to a unique Bluetooth address one by one, until finally a hidden device answers the request sent that was sent to that particular

address. Unfortunately this technique is still more of a proof of concept rather than a serious hacking tool. The main obstacle for making this brute forcing technique truly useful is the time required to fully probe one Bluetooth device, which based on the author's initial tests is a minimum of 6 seconds to achieve a good level of accuracy (it varies from 2.5 to 10 seconds, on average). It is certainly possible to find a hidden device in less than 3 seconds, yet we will most likely miss some devices and this will certainly have an impact on the accuracy of the scanning results. Let's try to put this into hard numbers. The address space used by Sony Ericsson has 16,777,216 possible addresses. If we assume 6 seconds are required per device, the total scan would take us 1165 days, meaning we would need more than 3 years to discover all hidden Sony Ericsson phones in a conference room. As we can see, this is much too long to make this approach useful for hackers. However, there are certain techniques could help us to discover a hidden device much faster. The advantage hackers have is the simple fact that majority of Bluetooth devices (nearly all are mobile phones today) have bright blue LEDs on them which indicate if Bluetooth is enabled or not. If a hacker sees a mobile phone with a large blue diode and he cannot find such a device using the standard Bluetooth discovery process, then he can assume that the device has Bluetooth enabled but it is in non-discoverable mode. Based on that, hackers will know that the Bluetooth is enabled on particular device, assuming it is within eye contact, and also know the type of the device -- which could make the brute force BT address discovery process much simpler.

Discovering Bluetooth addresses during communication

Bluetooth addresses can also be extracted during Bluetooth communication. as the address itself is not encrypted even if user chooses to encrypt the rest of the communication. This is one of the major problems with the current Bluetooth specification. Frequency hopping (1600 hops / second) provides basic protection to the unencrypted Bluetooth device address during communication. However, the frequency hopping sequence used in Bluetooth technology is pseudo-random, meaning that a hacker with the proper equipment can synchronize to a pre-defined frequency hopping pattern used by two Bluetooth devices in communication. Additionally, the hopping sequence is also shared with all devices on the piconet, which may become the hacker's next advantage. Note that there are already devices available on the market that can capture Bluetooth communication from the air and analyze it, yet today the current price is still very high (approximately \$9500 USD), thus it is not likely affordable for the majority of casual hackers. The malicious hackers can also benefit from mobile phone owners who simply keep their Bluetooth devices in discoverable mode. This happens most often because one mobile phone is required to be in discoverable mode before pairing with a new device (the process of pairing will be described in the next section). Often device owners simply forget to disable the discoverable mode afterwards - it is very easy to do. Or more likely, they simply do not understand what discoverable mode is.

The need to be discoverable during the process of pairing with another Bluetooth device is actually a big advantage for hackers, since they can benefit from this short period of time when the device is discoverable and easily record the address. None of the mobile phones available on the market allow for the manual entry of a Bluetooth address for the pairing process. meaning that one device always has to be discovered during the communication. Since the device's Bluetooth address is static and can not be modified by users, it requires the attacker to find this address only once. Therefore, as you can see it only requires one short moment of being in discoverable mode for a hacker to be able to connect to that device before it is switched to non-discoverable, and the mobile phone user won't be able to block the connection. This is because changing of Bluetooth addresses is not possible, and a mobile phone always accepts a basic L2CAP connection request without acceptance of the user. Current mobile devices unfortunately do not provide functionality which could limit the basic low level L2CAP connection to a Bluetooth device, or block certain addresses. Simply put, a Bluetooth firewall is not available by default.

Bluetooth pairing methods and security

A common task that involves Bluetooth security for most users is the "pairing" of devices. By default Bluetooth communication is not authenticated, and thus almost any device can freely connect to another. However, to access a particular service such as a dial-up account, a voice gateway, or to do a file transfer, some sort of authentication is usually required. The process of authentication is usually done during the pairing process by entering identical PIN codes (passkeys) on both devices, as shown below in Figure 2.

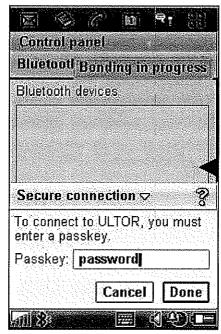


Figure 2 - Authentication example during the Bluetooth pairing process

Once users have entered their correct PIN codes, both devices will generate a link key, which can be stored in the device's memory and will allow it to skip the authentication and authorization process every time it attempts to communicate with the other paired device in the future.

3.2.1.1 Voice – Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)

3.2.1.2 Vendor(s) shall, if available, also include in their responses any features that are not listed above, but that state agencies may wish to utilize during the life of this contract. Vendor(s) shall state specifically whether or not they can provide the "walkie-talkie" Push-To-Talk feature and what the added cost of this feature would be. The actual cost must be detailed in the cost portion of the proposal.

Response:

Yes, Cingular can provide the Push-To-Talk (PTT) feature.

Push-to-Talk is a walkie-talkie type service allowing subscribers to INSTANTLY reach other PTT subscribers by eliminating the dialing and ringing steps in a regular cellular call. PTT calls can be made to one person or to a group of people.

The following outlines the key features of the PTT product and the customer benefits of each.

Key Features	Key Benefits
Instantly Speak	Instantly talk to your family, friends, or co-workers. No more waiting for dialing and wondering if the other person will answer. Just push and speak.
Availability Information	Know if someone is available before you call.
Call Me Alerts	Send urgent alerts for a call back when you can't reach someone.
Voice Messages	Instantly leave a Voicemail for an individual or a group of people without waiting for the dialing, re-directing, and greetings.
Quick Group Calling	Quickly pick the group of people you want to call and immediately place a call to them.
Call Waiting	Never miss those important calls whether they are PTT calls or cellular calls.
Convert to Cellular	When those quick PTT calls need some extended discussion, just convert the call to a regular cellular call



raising the Dartain		_
	with 2 key pushes. OR make your own mobile Conference Call by initiating a PTT group call of up to 20 people and then convert it to cellular.	
Privacy Protection	Protect your privacy by pre-approving who can call you	

OfficeReach

Cingular OfficeReach is a suite of business services that provide Enterprise customers with the ability to extend PBX functionality to the wireless space, control costs, and make employees more accessible. With OfficeReach, businesses can integrate fixed and wireless voice communications within the enterprise and extend common dialing plans to employees' mobile phones. With Call Management Features and Office Zones, companies can ensure that the dollars spent on wireless communication are for authorized business calls.

Features of OfficeReach include:

- Abbreviated dialing enables short-cut dialing for both desk and mobile phones.
- Zone-based Billing offers special rates when both parties are in a specific geographical area.
- Call Screening allows a business to restrict select incoming or outgoing calls for certain users or groups, based on calling lists, locations, time of day or day of week, etc.
- One Number Service Provides a find me/follow-me service that enables customers to always stay connected and utilize one voicemail box.

Value Proposition:

- Stretch your wireless communications budget with OfficeReach.
 - Zone billing offers special rates when both parties are in a specific geographical area.
 - Call Screening allows you to restrict certain calls for users or user groups.
 - PBX-like functionality without any capital investment in your PBX infrastructure.
- Improve Employee Productivity with OfficeReach.
 - Abbreviated dialing enables short-cut dialing for both desk and mobile phones.
 - Bill presentation increases ease of expense submission for reimbursement.
 - Call Screening minimizes potential distractions in and out of the office.
- Manage your organization's telecom administration more easily with OfficeReach
 - Manage employee reimbursement of wireless expenses.

- Identify and analyze business calls easily.
- Control call restrictions and user groups through a web-based tool
- Deploy OfficeReach quickly and with minimal cost
 - Since OfficeReach is a network service, no special PBX hardware, installation, or license fees are required.

For pricing information on the above mentioned features, please see the Cost Proposal.

3.2.1.3 Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. The actual cost (if any) must be detailed in the cost portion of the proposal.

Response:

Cingular's text messaging allows subscribers to send and receive small text messages to and from other cellular subscribers.

Yahoo! Text Messaging is an enhancement to Cingular's existing text messaging services and provides connectivity between the personal computer instant messaging and wireless phone communities. Cingular Wireless customers can now stay in contact with their Internet buddies, even if they are away from their personal computer.

With this service, any person with Internet access can send a message using Yahoo! Messenger to a Cingular Wireless customer. The message is delivered to the phone as a text message, and the Cingular customer can reply back to the message, which will appear on the personal computer within the Yahoo! Messenger chat window.

Please refer to the Cost Proposal for pricing information.

3.2.1.4 Vendor(s) shall quote optional pricing for the 3-watt booster kits for the pocket or hand-held phone. It would be the option of the requesting agency whether or not to buy booster kits with their hand-held phones. Other options the State desires pricing for include: hands-free kits, carrying cases, belt clips, additional batteries, and spare AC or DC chargers. The state has the option of requesting a cellular phone installed in a state-owned vehicle. Vendor(s) shall include a hands-free kit, at no additional charge, with any installed unit. These optional prices shall be detailed in the cost portion of the proposal. If the agency requests these services, and uses a third-party, all warranty on originally purchased equipment will remain in force.

Response

Cingular does not sell 3-watt boosters. Please refer to Attachment, "Accessory Catalog" in Cost Proposal for pricing of the other desired options.

3.2.1.5 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

Response:

Cingular is beginning to rollout devices which are GPS enabled. The first of which is the new HP IPAQ 6515 which has a GPS software package. Also, Cingular will offer the HP iPAQ hw6925, which includes three GPS navigation solutions so our customers can select the application that meets their unique needs. Cingular will be launching a number of GPS enabled devices over the next quarter. Please see below for the GPS navigation solutions available on the HP iPAQ hw6925:

TeleNav

- Downloading of maps in advance not required; Web-based mapping enables re-routing on-the-fly, updated points of interest, updated maps and verbal driving commands
- Stub app in ROM
- Subscription service
- HP Navigation Solutions powered by Navteq
 - Includes static maps (no map updates included; no updates to POIs)
 - Provides verbal turn-by-turn driving directions
 - Solution available for purchase
- Microsoft Pocket Streets
 - Basic mapping and point of interest application
 - U.S. and European maps available at no charge
 - Download maps and POI data to mini-SD card(s)
 - Included in ROM
 - FREE for all HP iPAQ hw6925 customers

In addition, Cingular provides a number of Fleet Management / AVL Applications.

Cingular is the provider for the Kanawha County Emergency Ambulance Authority (KCEAA). KCEAA implemented an AVL solution to improve efficiency is dispatching ambulances and improve the customer experience. KCEAA has seen a number of benefits from the AVL solution. The AVL solution utilizes GPS to show the location of the vehicles.

Fleet Management - Automatic Vehicle Location

Fleet management solutions from Cingular and our alliance members help customers reduce costs, enhance customer service, accelerate sales cycles, improve dispatch efficiency, and control driver accountability. By providing immediate access to up-to-date, accurate information about vehicle location and customer sites with detailed maps, customers will enhance the overall performance of their fleet. Cingular fleet solutions can enhance fleet efficiencies by enabling customers to:

- Reduce vehicle breakdowns and repairs
- Lower fuel costs
- Increase driver performance measurement
- Improve driver safety

Cingular is working with Data Burst Technologies, Synovia, and other partners in providing AVL solutions.

The Data Burst Technologies solution can be implemented as a hosted solution or an Enterprise solution. Implementation of the Databurst solution requires installation of equipment and a Cingular Telemetry rate plan.

Synovia is a Cingular partner who focuses on AVL to manage the School Bus fleet and maintenance vehicles. The Synovia solution is an enterprise solution. Implementation of the Synovia solution requires installation of equipment and a Cingular Telemetry rate plan.

Please see Attachment, "Data Burst Solution" and Attachment "Synovia Solution" for details. Also, please see the Cost Proposal for Telemetry and Data pricing.

3.2.1.6 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

Response:

For a user to gain access to the GSM/GPRS network, the user must first have a SIM card for their GSM/GPRS device. SIM cards can be used to provide further protection by requiring a user to enter a personal identification number (PIN). If the feature is enabled, and the user enters an incorrect PIN more than three times, additional attempts are blocked until the user enters a special code that can be obtained only from the Cingular customer care department. Note that Cingular supplies GSM/GPRS equipment with the PIN function disabled; however the customer can request that the feature be enabled. Beyond these measures, customers can enhance security to protect against lost or stolen mobile equipment with mechanisms such as hardware tokens or passwords at the application level.

In addition, Cingular can deactivate the SIM card once notified by the end user that the device has been stolen.

3.2.1.7 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.

Response:

Cingular does not offer this service at this time. However, Cingular offers other features that increase the value of their relationship with the State. Please see section 3.2.1.8 for details.

3.2.1.8 Vendor(s) shall provide any additional offerings not included in the preceding voice section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. The actual costs (if any) must be detailed in the cost portion of the proposal.

Response:

The two additional competitive offerings that only Cingular provides are:

- 1. Rollover Minutes Rollover minutes are unused, accumulated Anytime minutes that roll over from month to month for up to 12 billing periods. Currently Cingular is the only carrier to provide this feature.
- 2. Extensive Mobile to Mobile base With Cingular's 54 million Mobile to Mobile subscriber base, the State will save a lot of airtime minutes and cost. You can keep in touch with your family and friends with Mobile-to-Mobile and call any Cingular customer anywhere in the U.S. without using any of your Anytime package minutes, as long as your call originates from your rate plan calling area! The M2M feature allows Cingular Wireless customers, with the feature, who are inside of their rate plan calling area to make and receive calls to and from other Cingular customers without using their anytime package minutes. M2M works in line with the geographical area of your rate plans.

Example: If you have a Region plan and you add M2M, then your M2M will work through out the Region footprint. If you have a Nation plan, then it will work throughout the coverage/footprint of the Nation plan.

Additionally, Mobile to Mobile applies to Cingular subscribers' M2M calls made to and from any AT&T Wireless mobile number nationwide within the Cingular rate plan footprint for subscribers who have the M2M feature. The customer must request the feature, or be on a plan that includes the M2M feature.

Benefits to Our Customers:

- Cingular has the largest national Mobile-to-Mobile calling community.
- The customer does not have to worry about any additional maps because Mobile-to-Mobile minutes follow the customer's coverage area.
- Mobile-to-Mobile enables customers who have the Mobile to Mobile feature to save their package minutes by using the Mobile-to-Mobile minutes when calling another Cingular customer.
- Customers with the Mobile to Mobile feature can call any other Cingular customer anywhere in the U.S. as long as they are within the footprint of their rate plan.
- There are no network restrictions (all Mobile-to-Mobile calls within the customer's rate plan footprint are covered).

Competitive Advantages of GSM Technology

The advantages of GSM over other technologies, specifically CDMA and IDEN, are abundant and can be summarized with two simple statements:

- 79 percent of the world's mobile phones run on GSM networks
- That's more than one billion users in 200 countries on over 600 networks.

GSM continues to be the global leader in innovation, availability, variety and cost. Cingular is dedicated to international open standards, forward-thinking technologies and cost-effective initiatives which supports Cingular's choice of GSM for mobile network technology.

Here are some other advantages of Cingular's GSM network over competing CDMA and IDEN carriers:

- Wireless Priority Service (WPS) As a GSM carrier, we have a distinct advantage over all competing CDMA carriers, as until recently WPS was only available on GSM-related networks.
- Terminal/Infrastructure Costs and Variety GSM provides the greatest
 economies of scale in the wireless industry. More terminal and
 infrastructure vendors utilize GSM than any other wireless network
 technology in the world. There is a potential audience of more than 1
 billion GSM users worldwide, which translates into greater equipment
 choices and availability with lower costs per user. There is an open
 interface between base stations and the core network, which helps create
 more competition on base station pricing.
- International Roaming Advantage There are more than 600 GSM operators in 200+ countries many of whom we already have affiliate agreements with. This overwhelming technology market share provides substantial end-to-end economies of scale from infrastructure to handsets and serves as a tremendous incentive to the developer community. GSM is the proven global international roaming standard, offering uninterrupted

business service through the convenience of a single handset for voice and data worldwide.

GSM Data Service in WV

Cingular's major roaming partners are all providing data services in the state. Thus, Cingular data users will be able to use their data devices throughout the whole state.

Recent Success Story

Cingular worked with the Division of Homeland Security and Emergency Management in providing an "In-House" Wireless Solution to provide coverage for the Command Center in the basement of Building One at the Capitol Complex. Cingular provided in excess of \$20,000 worth of equipment. The WV Division of Homeland Security and Emergency Management recently went through a FEMA exercise and FEMA was impressed with the "In-House" wireless solution. One of the FEMA evaluators even used his wireless modem to connect to the Internet from the basement.

3.2.1.9 Vendor(s) proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature.

Response:

Cingular shall comply.

Vendor(s) must describe, in detail, their Wireless Priority 3.2.1.10 Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. The actual cost (if any) must be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions authorized users of WPS. http://wps.ncs.gov. See: REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO **USE WPS.)**

Response:

Cingular shall comply.

Cingular is partnering with Computer Sciences Corp. (CSC) to create the *Cingular Wireless Priority Service Offer*. This offer is available to National Security/Emergency Preparedness personnel and allows them to receive a higher priority on calls made from their wireless phones in time of emergency.

People have become increasingly concerned with safety and security during times of emergency – and no one can predict when a crisis will arise. That's why it's more important than ever that your emergency personnel have access to Wireless Priority Service. Improve access to your wireless network, and be prepared to respond to emergency situations quickly and efficiently to help ensure public safety and national security.

How does Wireless Priority Service work?

- Obtain approval from the National Communications System (NCS).
- Once approval is obtained, the Wireless Priority Service feature must be provisioned before the service can be used.
- Once your SIM card is registered with Wireless Priority Service, summoning its capabilities is simple. Just dial *272 plus your destination number, and your call will be flagged as an urgent communication. Your call will get connected over the next available channel.

Please refer to Cost Proposal for pricing information.

3.2.1.11 Vendor(s) must describe, in detail, their ability to remotely clear all stored data, and reset cellular phones and data devices to factory default settings, at the State's request.

Response:

Cellular phones and data devices may be cleared remotely and reset to factory default if the user is managing the device via the BlackBerry BES, GoodLink software, and Microsoft's wireless management platform.

Cingular can cancel service over the air upon request. However, Cingular cannot remotely clear all stored data on voice devices that are not managed via a software package with this capability. The user can protect the stored data on the phone by locking the SIM card. Once the SIM card is locked, the data on the device cannot be retrieved without the password. In addition the user may password protect the device or lock the key pad.

Software Packages BlackBerry Manage handheld security

To manage handheld security, you can set a new handheld password that replaces the existing password. This action locks the handheld and prompts the user for the new password. If the handheld has an existing password, a prompt alerts the user to accept the password. Users can accept the new password or continue to use their existing password.

You can make a handheld unavailable and delete all of the information stored on that handheld, including application data. The handheld can later be re-



enabled by a wireless activation or by activating the handheld and loading applications using the administration computer.

Perform one of the following actions:

Action	Procedure
Set a password and	In the BlackBerry Manager, in the left pane, click a server.
lock the handheld.	In the User Name list, right-click a user, and then click IT Admin > Set Password and Lock.
	 In the New Password and New Password Again fields, type a password that is 4 to 14 characters long.
	Warning: Do not use special characters when you create the password. The handheld does not accept special characters.
	Select the Set Owner Information as well check box.
	In the Owner Name and Owner Information fields, type the information.
	6. Click OK:
Make a handheld	In the BlackBerry Manager, in the left pane, click a server.
unavailable, and delete	In the User Name list, right-click a user, and then click IT Admin > Kill Handheld.
stored information.	3. Click Yes.
Delete handheld application	Connect the handheld to the administration computer on which the Handheld Configuration Tool is installed.
data	In the Handheld Configuration Tool, in the left pane, click Ports.
	3. In the Connection list, click a connection.
	4. Click Wipe Handheld File System.
	5. Click Yes.
	Note: A prompt alerts you to type the handheld password to complete the task.
Make a handheld unavailable,	Connect the handheld to the administration computer on which the Handheld Configuration Tool is installed.
and delete all applications and stored data.	In the Handheld Configuration Tool, in the left pane, click Ports.
	 In the Connection list, click a connection. Click Nuke Handheld.



5. Click Yes.

Note: To restore functionality to the handheld, in the left pane, in the Ports section, click Load Handheld.

GoodLink Software

Lost or Stolen Devices

If a user's handheld is lost or stolen, the IT administrator can use the GMC to remotely disable the handheld and remove all Good application data. If a handheld device is recovered, GoodLink and all handheld applications selected by it will be restored OTA.

Microsoft Software

Protection of Device Data - Policy and Security

- Remotely manage and enforce select Corporate IT policies over the air
 - Via the Exchange Server 2003 console, IT administrators can remotely manage and enforce select corporate IT policy over the air. For example, IT administrators can mandate a personal identification number password to be set for every device and set recommended and mandatory policies, as well as set exception lists for users to be exempt from these policies.
- With local and remote device wipe IT administrators will have the ability to remove all information, over the air, and reset a device to its original state. In addition, the administrator can choose to have the local memory on a device erased if the correct password is not entered after a designated number of attempts.
- Increase access security to Exchange using Certificate-based authentication to the server to eliminate the need to store corporate credentials on a device
- Help protect email content with native support for S/MIME

Please see Attachment, "Microsoft Solutions" for more details.

3.2.1.12 Vendor(s) shall indicate their ability to offer rollover minutes and the details of how this feature works.

Response:

Rollover minutes are unused, accumulated Anytime minutes that roll over from month to month for up to 12 billing periods. Currently Cingular is the only wireless carrier that lets you Rollover your unused anytime minutes from month to month so you do not waste your minutes.

Unused Anytime Minutes expire after the 12th billing period. Night and Weekend and Mobile to Mobile Minutes do not roll over. If you change from one rollover plan to another rollover plan, any accumulated Rollover Minutes in excess of the new plan's number of monthly anytime minutes will expire upon such change.

3.3 DATA SERVICES

3.3.1 Data services that are required by the State include Internet access and e-mail utilizing wireless handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor(s) or interface with the State's various e-mail systems. These systems include Novell GroupWise, Microsoft Exchange and Lotus Notes.

NOW READS:

3.3.1 Data services that are required by the State include Internet access and e-mail utilizing wireless handheld devices and non-standard cellular telephones. The requested data services shall be able to access e-mail service from the providing vendor(s) or interface with the State's various e-mail systems. These systems include Novell GroupWise, Microsoft Exchange and Lotus Notes. The vendor must support at least one of the following types of hardware: Blackberry, Treo or Windows Mobile 5.0. Vendor must specify which types they support.

Response:

Cingular is dedicated to providing a powerful and versatile suite of data solutions to meet your growing business needs. No matter what kind of business you have, Cingular is the clear choice for data solutions that are right for your business. Cingular supports the following packaged wireless data solutions:

- Devices BlackBerry, Palm Treo, Windows Mobile 5.0
- E-mail solutions BlackBerry, GoodLink, Exchange, Xpress Mail
- Messaging solutions SMS, MMS, IM
- Data access solutions Laptop Connect, PDA Connect, WWAN

E-mail Solutions

Cingular offers your business a complete range of secure, corporate e-mail solutions to meet your voice and data needs. Whether you work for yourself or you manage the wireless communications infrastructure for a Fortune 500 enterprise, Cingular can help you choose the right combination of secure wireless e-mail and voice services. Benefits include:

- Enjoy secure and dependable access to your corporate e-mail account and the Internet
- Receive alerts as new e-mail arrives.
- Stay on top of your schedule with synchronized access to your PC's contacts, calendar and to-do list.
- Communicate in real-time using phone, e-mail and SMS.
- Use as a portable alternative to carrying a company laptop.

 Rely on the highest Triple DES security with BlackBerry e-mail solutions

BlackBerry E-mail Solution



Never be tied to your office again. No matter how large or small your enterprise is, BlackBerry keeps you securely connected to your important information and contacts. BlackBerry meets the security needs of your IT department with the BlackBerry Enterprise Solution. Using Triple DES encryption, the BlackBerry Enterprise Server encrypts outgoing messages and decrypts received messages. BlackBerry solutions are compatible with Microsoft Exchange®, Lotus Notes® and Novell GroupWise®.

Xpress Mail with GoodLink



Xpress Mail with GoodLink is Cingular's newest "behind-the-firewall" corporate e-mail and data service. It allows mobile professionals to remain up-to-date with company e-mail and organizer information when away from their desktops. Xpress Mail with GoodLink integrates with Microsoft® Exchange Server® to provide mobile workers with a synchronized wireless connection with Microsoft Outlook® accounts including e-mail, secure attachments, contacts, calendar, notes and tasks. In addition, Interactive Messaging PLUS allows users to have an alternative messaging capability to Microsoft Exchange. Finally, through GoodInfo, GoodLink users can access their corporate applications such as SAP and Siebel.

Xpress Mail Network Edition



With Cingular Xpress Mail Network Edition, it is now possible to use a single device to handle your voice, data, corporate, and even personal ISP-based emails. Xpress Mail Network Edition allows your mobile professionals secure, affordable, and real-time access to their corporate data. With access to corporate and personal e-mail, Xpress Mail Network Edition is compatible with Microsoft Exchange, Lotus Domino, Novell GroupWise and POP3/IMAP4 based e-mail solutions.

Xpress Mail Enterprise Edition



Xpress Mail Enterprise Edition is a low cost, behind the firewall corporate e-mail solution. Using an AES encryption, which is the highest government standard for security, Enterprise Edition allows customers complete security for their wireless messages that follows current industry standards. Enterprise Edition offers an easy setup and installation process, offering a distinct distribution advantage for IT staffs, and over the air provisioning provides additional efficiencies when rolling out the solution to users. In the future, Enterprise Edition will provide support for both Pocket PC and Microsoft Smartphone devices.

Xpress Mail Personal Edition



Xpress Mail Personal Edition makes it easy to keep up with your corporate and personal e-mail on the go. There are no expensive servers or IT configuration woes to make things complicated. Getting started with Xpress Mail Personal Edition is easy. React quickly to critical e-mails from your customers and coworkers—e-mail is the number one tool for business tool for communication. Xpress Mail Personal Edition is a self-provisioned service for individual subscribers. Registration is fast and easy and you can be up and running in just minutes - all by yourself.

Messaging Solutions

Cingular's suite of Messaging Solutions enables you to send text messages on an array of wireless devices. With Messaging Services, users can:

- Send and receive text and multimedia messages
- Have a unique e-mail address for their device
- Access the Internet wirelessly

Text Messaging



Cingular's Text Messaging (SMS) includes Mobile to Mobile text messaging, e-mail messaging, Web messaging, and text alerts. Text messaging is available on select wireless phones and varies by area. All Cingular customers with text messaging-capable phones can send and receive messages at \$0.10 per message with no monthly charge. Or, you can sign up for a more economical Text Messaging Package.

Multimedia Messaging



With Cingular Multimedia Messaging you can send and receive photos, graphics, sound and text from your MMS-capable phone to any 10-digit number or e-mail address. MMS is perfect when you want to share a moment with someone who can't be there. It's like having a PC "on the go" but simpler - all you need to know to send someone a message is his or her 10-digit wireless number or e-mail address.

Mobile Instant Messaging



Mobile Instant Messaging (MIM) is an extension of PC-to-PC Instant Messaging. Instant Messaging affords users the ability to instantly see who is online and available for short discussions, who's busy and who's away. MIM allows users to instantly communicate with other associates in a quiet, discrete manner when a phone call is not possible. Cingular has partnered with AOL, Yahoo and ICQ to provide customers with the ability to extend their desktop PC-to-PC Instant Messaging capability to specific wireless handsets.

Data Access Solutions

Cingular offers an array of wireless solutions for businesses, including Internet-ready phones and other devices (enabled for GPRS, GSM and EDGE). Cingular currently supports four packaged Data Access Solutions over our ever expanding data packet networks. No other wireless provider in the United States can offer this breadth of wireless data solutions.

Data Connect



Cingular's Data Connect is an extension of MEdia Net that enables users to connect their data-capable phone or PC Card Modem to wirelessly connect to their laptop or PDA in order to manage personal and professional life when away from home or office. It is a software-based solution that uses the wireless phone or PC Card as a modem for a laptop or PDA and allows users to browse the Internet, access corporate information, manage e-mail, and more – all without the need for an additional Internet Service Provider. We provide users with a Cingular-branded HTML business portal (as the default home page), as well as direct IP connectivity via their laptop or PDA browser. Once connected to the Internet, users can access almost any Web site.

PDA Connect



Cingular is excited to announce a new set of plans that allow subscribers to browse the Internet and access POP3 e-mail from their PDA device on the Cingular EDGE network. These plans enable wireless web browsing through the device browser as well as the bundled POP3/IMAP4 e-mail client. PDA Connect plans are available as a voice plan add-on feature to enable wireless web browsing and e-mail connectivity on Cingular PDA devices in GSM markets. PDA Connect plans are designed specifically for PDA devices, such as the Treo 650.

Wireless WAN (WWAN) Connectivity



Cingular has introduced its new Wireless WAN (WWAN) Connectivity Service, the industry's first commercially available solution that uses a gateway device at the edge of a company's IT network to provide enhanced and secure wide area primary or backup connectivity for mission-critical data operations. WWAN Connectivity provides a flexible, diverse and cost effective alternative connection method for many customers.

For further details please see the following attachments:

- Microsoft Solution
- Blackberry Enterprise Server Brochure
- GoodLink Brochure

3.3.2 Vendor(s) shall include, as part of their pricing, the cost of wireless handheld devices, data-ready portable phones, and any software needed for email integration, voice (cellular) capability, the number of minutes of nationwide data usage that are included in the purchase price, as well as the incremental cost for additional data minutes. Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones requested in this RFP. (See Sections 3.1 and 3.2) All costs must be detailed in the cost portion of the proposal.

Response:

Please see the Cost Proposal for this response. Cingular would request the State to allow for quarterly change orders to update the devices and pricing. Cingular understands the State will not accept any price increases from the original contract.

3.3.3 Vendor(s) must describe, in detail, their ability to remotely clear all stored data and reset data devices to factory default settings, at the State's request.

Response:

Please see Cingular's response to section 3.2.1.11.

3.3.4 Vendor(s) that utilize Treo and Blackberry, or similar data devices as part of their data services shall allow state agencies to re-use existing state-owned equipment, if compatible, as part of the data service if the agency chooses to use that existing equipment. If possible, vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned equipment compatible with their system. The vendor(s) must provide this re-programming at no additional cost.

Response:

Cingular shall comply as long as the devices are GSM devices.

3.3.5 All data devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting.

Response:

Cingular shall comply.

3.3.6 Vendor(s) must describe the Bluetooth security features available with all data devices.

Response:

Please refer to Cingular's response to section 3.2.11.

3.3.7 In addition to the above requirements, vendor(s) shall provide the cost of "air cards" that allow for wireless data services for laptop or notebook computers.

Response:

Please refer to the Cost Proposal.

3.3.8 Responding vendor(s) shall include a description of what data equipment would be provided (hardware and software) as well as the services that would be included. (e.g. Blackberry, Treos)

Response:

Please refer to the Cost Proposal for equipment pricing and equipment specifications.

3.3.9 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

Response:

Cingular shall comply.

- 3.3.1.1 Data Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)
 - 3.3.1.2 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

Response:

For a user to gain access to the GPRS network, the user must first have a SIM card for their GPRS device. SIM cards can be used to provide further protection by requiring a user to enter a personal identification number (PIN). If the feature is enabled, and the user enters an incorrect PIN more than three times, additional attempts are blocked until the user enters a special code that can be obtained only from the Cingular customer care department. Note that Cingular'supplies GSM/GPRS equipment with the PIN function disabled; however the customer can request that the feature be enabled. Beyond these measures, customers can enhance security to protect against lost or stolen mobile equipment with mechanisms such as hardware tokens or passwords at the application level.

In addition, Cingular can deactivate the SIM card once notified by the end user that the device has been stolen. The devices can also be cleared as described in Section 3.2.1.11.

3.3.1.3 Vendor(s) shall describe how their service(s) could be used to help

geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.

Response:

Please refer to response 3.2.1.5.

3.3.1.4 Vendor(s) shall describe, in detail, any proposed Server and/or Client software offered to answer the needs of a wireless e-mail system.

Response:

The BlackBerry Enterprise Server (BES) solution is the leading push wireless email /PIM solution on the market. Together with BlackBerry handhelds, customers can get real-time access to their Microsoft Exchange, Lotus Notes, and Novell GroupWise applications. The BES offers AES and DES data encryption, as well as other important IT-managed security functions. BES offers an over-the-air provisioning experience and is one of the simplest solutions to deploy and use. Additionally, customers can add Mobile Data Service (MDS) to access Intranet applications, and, with 3rd party solution providers, access to applications such as CRM, ERP, and other business management solutions.

Features and Benefits of BlackBerry Enterprise:

If your company hosts its own Microsoft® Exchange, Lotus Domino, or Novell Groupwise® email server, then consider an enterprise server solution to meet your company's needs. The BlackBerry Enterprise Server™ (BES) solution installs behind the corporate firewall, and provides a push-email experience with security features and a whole lot more. Your corporate users can now be connected while away from the office, and your IT departments can be pleased with the administration capabilities featured with the BES.

Business Features

- Wireless push synchronization of all email and calendar activities.
- Compose, send, read, forward, reply to, and delete email messages.
- File email messages into synchronized sub-folders manually or automatically.
- Access company's address list (GAL or NAB) when online.
- View and forward email attachments.
- Add, edit, and delete calendar entries, and invite attendees.
- Add, edit, and delete contacts, tasks, and notes, and synchronize with a cradle-synch.

Technical Features

- If your company hosts its own email server, you can use BlackBerry Enterprise Server for wireless access to Microsoft Exchange, Lotus Domino, Novell Groupwise, or your company's intranet (via Mobile Data Solution – MDS).
- End-to-end VeriSign® Triple DES or AES encryption of data, and delivery of data through SSL.
- Enhanced password policies, such as mandatory password use and format requirements.
- Remote data erase if a device is lost or stolen.
- Centralized management to provision and manage users and monitor servers and handhelds.
- Microsoft Management Console (MMC) snap-in.
- Wireless access to intranet and data in enterprise systems such as Order and Inventory Management, CRM, and ERP with dozens of third-party applications.

Please see the Attachment, "BES Brochure" for additional information.

GoodLink

GoodLink lets mobile employees work from anywhere and stay up to date with Microsoft Outlook applications from their handheld. GoodLink's wireless messaging and corporate data access system offers a rich laptop-like experience, including all the capabilities of Microsoft Outlook and the ability to view and edit rich attachments and interact with third party applications. That means anything you can do on your laptop -- browse the Web, manage Outlook, edit MS Office documents -- can be done wirelessly, in real-time, through an interface just like your laptop.

Key Business Benefits for the IT Administrator

- Freedom from Vendor Lock-In and support for industry standards
- Desktop software-free design reduces IT deployment costs
- Role-based administration reduces IT support costs
- Fleet management and monitoring increases IT efficiency
- AES security encrypts every message
- Proactive monitoring maintains system uptime

Key Business Benefits for the End User

- Full Microsoft Outlook on the TREO 600
- Cradle-free, push wireless synchronization between the handheld and the desktop keeps information up-to-date
- Rich attachment viewing and editing including Word, Excel, PDF, PowerPoint and integration with other standard applications through our Partner Portal which offers a rich out-of-office experience. Here are some examples:
 - Project PowerPoint presentations directly from your device

- Receive faxes in tiff format
- Print documents from your smartphone
- Familiar laptop-like visual experience across all devices
- Multi-tasking between applications increases efficiency
- Always up to date information with no cradles required
- Multi-tasking between applications increases efficiency
- Multiple access methods for email: Device and Web Interface
- Features such as HTML web access, MMS, text messaging, & ISP-based e-mail

Please see Attachment, "GoodLink Brochure" for more details.

Microsoft

Please see the Attachment, "Microsoft Solution" for more information.

3.3.1.5 Vendor(s) shall describe, in detail, any remote management software they will provide, which would enable the State to manage their data phones and devices, including, but not limited to: device functionality, accessibility and programming.

Response:

BlackBerry, GoodLink and Microsoft allows administrators to manage data remotely from the server enabling them to access data, control functionality, etc. See Attachment, "BES Brochure", "GoodLink Brochure", and "Microsoft Solution" for details.

3.3.1.6 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.

Response:

Cingular does not offer this service at this time. However, Cingular offers other features that increase the value of their relationship with the State. Please see section 3.2.1.8 and section 3.3.1.7 for details.

3.3.1.7 Vendor(s) shall provide any additional offerings not included in the preceding data section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. All costs shall be detailed in the cost portion of the proposal.

Response:

GSM Data Service in WV

Cingular's major roaming partners are all providing data services in the state. Thus, Cingular data users will be able to use their data devices throughout the whole state.

Cingular would like to take this opportunity to discuss a few of the existing solutions with the State agencies.

- WV GOT Blackberry BES Solution
- WV DHHR- Treo and Notify Solution
- WV Insurance Commission Treo and GoodLink Solution
- WV State Police / Kanawha Co Sheriff EDGE Card Solution

The Kanawha County Sheriff and WV State Police are using Cingular's Data Network and Sierra Wireless equipment to provide wireless reporting and data retrieval for the officers from the police cruisers. The wireless solution has not only improved efficiency but it has also increased safety for the officers and the citizens of WV.

In addition, Cingular would request the State to take a hard look at AVL for the fleet of school buses in WV. The cost savings will more than pay for the solution. However, Cingular feels one cannot put a price on increasing the safety of our children.

Please refer to Attachment, "Synovia Solution." Pricing can be found in the Cost Proposal.

Cingular is the provider of choice for Data Applications for the State of WV. To the best of our knowledge, no state agencies are currently running data applications across another provider's network.

3.3.1.8 Vendor's proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature. Vendors shall show all pricing details in the cost portion of the proposal.

Response:

Cingular shall comply.

3.3.1.9 Vendor(s) must describe, in detail, their Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. Any cost shall be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis.

The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized users of WPS. See http://wps.ncs.gov. THIS REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

Response:

Cingular shall comply.

Cingular is partnering with Computer Sciences Corp. (CSC) to create the Cingular Wireless Priority Service Offer. This offer is available to National Security/Emergency Preparedness personnel and allows them to receive a higher priority on calls made from their wireless phones in time of emergency.

People have become increasingly concerned with safety and security during times of emergency – and no one can predict when a crisis will arise. That's why it's more important than ever that your emergency personnel have access to Wireless Priority Service. Improve access to your wireless network, and be prepared to respond to emergency situations quickly and efficiently to help ensure public safety and national security.

How does Wireless Priority Service work?

- Obtain approval from the National Communications System (NCS).
- Once approval is obtained, the Wireless Priority Service feature must be provisioned before the service can be used.
- Once your SIM card is registered with Wireless Priority Service, summoning its capabilities is simple. Just dial *272 plus your destination number, and your call will be flagged as an urgent communication. Your call will get connected over the next available channel.

Please refer to Cost Proposal for pricing information.

3.4. CONVERSION

- 3.4.1 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.
- 3.4.2 The State intends to retain the cellular numbers currently used. The Vendor(s) shall describe, in detail, their methods for attaining this goal, with specific emphasis on maintaining "local" phone numbers currently assigned to these devices.

Response:

Cingular shall comply.

Cingular BMG customers can port their service to Cingular from another carrier in one of three ways.

- Premier online ordering
- Direct through a Cingular representative
- National Business Ordering by phone

Multi lines requests are generally submitted by your Cingular account team through an internal web form to the National Business Ordering (NBO) team. These orders will be handled by a large port specialty group in NBO who will work closely with the Business Porting Administration Group (PAG) to coordinate the port & the order. Port completion is contingent upon the Old Service Provider (OSP). Port completion will be negotiated with the other carrier and communicated to the order placer by NBO. Customers do not need to contact their previous carrier to cancel their existing service. Their service with their current carrier should be canceled once the process of porting or moving the mobile number to Cingular is complete.

The OSP information gathered for the port request should be provided exactly as it appears on the OSP's bill. The customer must meet port in eligibility guidelines prior to port initiation. NBO will validate customer eligibility to port, initiate the port request, and follow standard activation and equipment ordering processes with the ported in mobile number. The PAG will monitor the port request periodically for any issues. The customer will call in to active their device and complete the port once the equipment is received. In some situations the customer will receive text message when the port-in process is complete.

Below are the current porting timeframe expectations that we set with customers.

- For wireless carrier ports of less than 100 lines of service, the requests are generally processed within 1 business day.
- Wireline carrier ports take longer due to the complexity of the porting process. Requests of less than 100 lines of service are generally processed within 7 business days but may take longer.
- Requests of over 100 lines, either wireless or wireline carriers, will be negotiated with the OSP.

Cingular TDMA to GSM Migration

A large number of the State of WV's phones are currently TDMA phones. These phones will be migrated to the GSM network. Cingular has a TDMA

migration team which will assist in migrating the state's phones to GSM. The cell phone user will maintain the same cell phone number.

3.4.3 The Vendor(s) shall provide a Statement of Work (SOW), detailing their timelines and procedures necessary to achieve portability, and any impact it may have on state usage.

Response:

Local Number Portability (LNP) was mandated by the 1996 telecom act. Wireless carriers must have the ability to support local number portability in the 100 largest metropolitan statistical areas (MSAs), including support for roaming, on November 24, 2003.

LNP is the ability for a customer to retain their existing phone number when switching from one telecommunications carrier to another, without impairment of quality, reliability, or convenience.

The purpose of this document is to provide a high-level overview of the Cingular Wireless Port-In & Activation process from start to finish. This provides an overview of the order in which a port-in & activation should be completed by an activations representative.

Port In & Activation Process:

1	Perform Eligibility Check (Rep/ASR must perform check prior to submitting an IWOF Order)	Determine if the customer's dialable number (DN) is eligible to port using the Porting Offer & Eligibility Tool (POET).
		If the DN is not eligible, offer the customer the option to activate with a new number.
		For detailed information regarding the Port-In Eligibility process, please refer to Port In Eligibility Process
2	Submit IWOF Order (REP/ASR)	Submit a complete order via the IWOF tool.
3	NBO will Process Credit or Financial Eligibility	Current Cingular Credit P&P applies
	Check	 Credit/activation must be process in the market identified in the POET.
4	NBO will Perform Port Initiation Process	Representative will initiate the port-in process using the Port Initiation Tool (PIT)
		This step will begin the port-in process with the Old Service Provider (OSP)

5	PIT Sends Data to NightFire & NumeriTrack	PIT sends the information to NightFire to populate a port request	
		 PIT loads the Number into NumeriTrack phone number inventory. This must take place prior to activating service. 	
6	NBO will Activate Cingular WirelessService & NightFire Sends Port In Request to OSP	Manually enter porting DN into the activation system Customer will have outbound service only with Cingular Wireless until port is complete. Inbound calls will continue to route to their OSP until the porting process is complete. Set customer expectations accordingly	
7	NightFire Receives Confirmation	NightFire receives a Confirm response from the OSP	
8	Porting Info is sent to SOA	The porting information is sent to OrderPath (Cingular Wireless' Service Order Administration or SOA)	
9	Porting Info is sent to NPAC	OrderPath sends the porting information to the Number Portability Administration Center (NPAC)	
10	NPAC Confirms Request	NPAC confirms the porting request with the OSP	
11	NPAC Distributes new LRN	NPAC distributes the new Location Routing Number (LRN) of the phone number to other carriers in the region identifying Cingular Wireless as the New Service Provider (NSP)	
12	Port Complete	 Customer has full inbound and outbound service capabilities on the Cingular Wireless network Customer will receive text message confirming they have full service with Cingular Wireless. 	

3.4.4 Vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned cellular telephones and data devices compatible with their system. The vendor(s) must provide this re-programming at no additional cost. If state-owned cellular telephones cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a cellular telephone at no additional charge to the State. If data devices cannot be connected, it will be the State's responsibility to obtain compatible units, under the terms of this agreement.

Response:

Cingular has read and agreed.

3.5 TRAINING

3.5.1 Vendor(s) shall offer multi-level training classes to the State, when requested.

Response:

Cingular shall comply.

All of the new wireless devices that Cingular ships to its customers contain user guides that detail the functions and capabilities of the device. In addition Cingular will provide an online tutorial site for end users to access at a time that is convenient for them to learn about their new wireless device. Also, both Palm and RIM have their own web based self training sites that could be utilized by end users. Cingular could also arrange to have device manufacturer representatives to conduct training for telecom managers, IT managers, trainers and any other individuals who would in turn train others on specific devices in a 'train the trainer' model.

Cingular will offer the following training classes to the State of WV:

- Cingular 101 Introduction to Cingular Wireless
- Premier Online Ordering and Account Management
- Cingular Data 101 Introduction to Cingular's Data Network
- 3.5.2 Primary training shall be a "train the trainer" concept for procurement officers, or other appropriate agency personnel, to clearly understand the ordering, billing and invoicing processes.

Response:

Cingular shall comply.

3.5.3 Vendor(s) should provide on-line user documentation for billing, invoicing and related paperwork for procurement officers, and fully describe how this mechanism will work.

Response:

Cingular shall comply.

The State of WV will have two on-line options:

- EZ-BILL
- Premier

Cingular's EZ-Bill is an online tool designed for B2B customers to view and manage their billing invoices. EZ-Bill is the best way for single market B2B accounts to view and manage their wireless expenses. EZ-Bill offers reporting, self-enrollment, account hierarchy management and other valuable tools. EZ-Bill is offered to qualified customers at no additional cost.

For additional information please see Attachment, "EZ Bill." For Premier information please see Attachment "Premier Portal Datasheet."

3.5.4 If required, vendor(s) shall offer server-level application training on any applicable data device software, required to facilitate interoperability with the State's network.

Response:

Cingular shall comply.

Cingular has a Data System Engineer who will assist in any desired training. In addition, Cingular can bring in Vendor representatives to assist in training.

3.6 ORDERING PROCESS

3.6.1 The Vendor(s) shall provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of their support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in their response. Vendor(s) must provide a toll-free number and email address for this contact.

Response:

Cingular shall comply.

DJ Sigman Government Solutions Group Cingular Wireless 305 Great Teays Blvd - Door 2 Scott Depot, WV 25560 Phone: 304 389 1999

Fax: 304 757 8655 eFax: 240 757 8656

e-mail: delmar.sigman@cingular.com Sales Toll Free Number: (888) 444 4410

3.6.2 The Vendor(s) shall provide activation of new service, or portability services related to current, state-owned equipment, at no additional charge. All new equipment shall be provided to state agencies within forty-eight (48) hours of receipt of request.

Response:

Cingular will provide activation of new service and portability services at no additional charge.

Cingular's business model is to deliver all equipment within 48 business hours. However, there may be circumstances which would delay the delivery of equipment.

3.6.3 The Vendor(s) must describe, in detail, their proposed process for the ordering of new equipment, including, but not limited to: delivery of equipment, notification processes to state spending units for the purposes of billing, detail regarding invoices for any product or service requested, as well as any other "ease of use" procedures the Vendor(s) may propose.

Response:

Cingular BMG customers can order equipment in the following ways.

- · Premier online ordering
- Direct through the Cingular Account Team
- National Business Ordering by phone

The overwhelming first choice for enterprise customers is our Premier Webbased ordering system, which allows for bulk orders or single item orders, provides for 24-48 hour delivery with free shipping, and allows for FedEx tracking of packages.

Our Premier suite provides online billing, procurement, and reporting customized to your enterprise and user permission level. Managers can access procurement for single and bulk orders, usage, billing, and customized reporting to manage wireless services with Cingular, and export information in comma-delimited or Microsoft Excel format.

The Premier Platform includes the Premier eBonding Web site, a procurement application designed for employees of corporate agencies in which service is established in the name of the business or agency (financial liability assumed by the enterprise). The Premier eBonding web site:

- Enhances employee productivity with a simple, easy-to-use Web application for ordering the latest devices and calling plans
- Offers cost savings through contracted discounts and Web-exclusive offers
- Can be co-branded and customized to support payment options, purchasing selections, use of organization-defined data fields, and other preferences that affect what employees can see and do on your site

- Allows for simple management approval before order is fulfilled to support the controls you need
- Provides an online order tracking system and online chat representatives who can get critical information to you when you need it, without a phone call

For additional information, please see Attachment, "Premier Portal Datasheet."

Cingular would be willing to discuss providing the State with access to the Cingular Retail stores. However, it has been our experience that this can be an issue with the purchasing agents at the agencies.

3.6.4 When an agency requests a line for a specific geographic area of the state, in the event that there are overlapping coverage plans from multiple vendor(s), the agency will be required to contract with the vendor(s) offering the lowest price, with all agency-required features, for their coverage area.

Response:

Cingular shall comply.

3.6.5 Vendor(s) should detail any "real-time, on-line" capabilities they provide for checking the status of orders, via a web-based, password protected site.

Response:

Cingular's Premier online system shall provide the capabilities for checking the status of the orders.

3.7 SERVICE AND SUPPORT

3.7.1 Vendor(s) shall provide a toll-free support number, with 24x7x365 coverage, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.

Response:

Dedicated Care Organization

As a part of our Business Markets Group infrastructure, Cingular provides a dedicated business and government end user support system, ensuring direct access to qualified, experienced and capable customer care.

- National Business Ordering 1-800-388-3235 TDMA and GSM
- National Business Services 1-800-999-5445 Telecommunication Managers and Key Contacts only (account/user level changes, updates and equipment warranty exchange)

- End-user Care 1-800-888-7600 (user level changes, transactions and equipment warranty exchange)Accessory Warranty Exchanges 1-866-837-7289

Please see below for a brief description of each of our BMG care divisions.

Division	Description
	Dedicated Business End User support centers located in Paramus, NJ and Greensboro, NC
	Post-sales support to authorized the State of WV users
Business End User	All authorized the State of WV users are routed to dedicated business end- user support centers via IVR
Care (BEUC)	Representatives are trained in the use of all necessary business systems, enabling them to provide high value differentiated support to BMG accounts
	Representatives assist business end users with: billing inquiries / issues, payment processing, account and service level changes, such as rate plans, features, etc., equipment troubleshooting and upgrades; accessory orders, network troubleshooting, general service information, and migrations
	Dedicated Business Ordering Support Center in Minneapolis, MN and Oklahoma City, OK
National	Handles ordering, provisioning and fulfillment for the State of WV
Business Ordering (NBO)	Representatives are trained in the use of all necessary business systems and have specialized business tools to process bulk orders / migrations
	Representatives assist business key contacts, authorized the State of WV end users and the Sales channels that support these accounts with: new orders, migrations and upgrades offline (Customer Direct Ordering, Internal Web Ordering Form), and accessory orders
	Dedicated Business key contact support centers in Bothel, WA, Paramus, NJ, and Anaheim Hill, CA
	Post-sales support to key contacts, such as program managers and telecom managers of BMG accounts
National Business	Data help desk and international calling/roaming support
Services (NBS)	Representatives are trained in the use of all necessary business systems and have specialized business tools to process bulk changes, etc.
	Representatives assist key contacts with overall wireless program management, including: billing/reporting product support, billing inquiries/issues, payment processing, account and service level changes, such as rate plans, features, etc. (single transactions & bulk changes), equipment troubleshooting and upgrades, network troubleshooting, general service information, and migrations



Division	Description			
	Cingular Certified, Stocked Devices- Check service provisioning, device configuration, assist with modem set up and Cingular features. Troubleshoot to isolate issues as device or network related and recommend corrective action. Escalate unresolved issues internally or to vendor as appropriate. • RIM Blackberry and Blackberry Enterprise Server (BES) Admin • Modem Cards • PDAs			
	Cingular Certified, Non Stocked Devices- Check service provisioning. Troubleshoot to isolate issues as device or network related and recommend corrective action. Escalate unresolved issues internally or refer to vendor as appropriate.			
	Symbol, Intermec, Blue Tree			
Enterprise Data Help Desk (EDHD)	Cingular Solutions- Troubleshoot to isolate issues as device or network related and recommend corrective action. Escalate unresolved issues internally or to vendor as appropriate. Communication Manager Connection Software Certified VPN solutions			
	Enterprise Custom Solutions- Troubleshoot to isolate issues as device or network related and recommend corrective action. Escalate network issues the State of WV specific application, most frequently combined with non stocked devices			
	Back End and Customized connections to the wireless data network			
	Wireless Connectivity Offer (Frame Relay)			
	Custom PDP/APN			
	Beta trials, FOAs (First Office Application), and "Soft Launches"			
	Support initial roll out of enterprise data offers (Persistent IP, Enterprise Portal)			
	Provide detailed feedback and suggestions to optimize support when offer goes to general availability			

3.7.2 Vendor(s)' service and support contact with the State of WV shall return telephone calls within one (1) business day, whenever requested by the State of WV, and shall provide status updates on problems/issues/questions until resolved.

Response:

Cingular's customer service policy is to resolve all issues in the first call. In case it is not resolved and needs to be escalated, Cingular has the proper channels for escalations and updates.

3.7.3 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

Response:

Cingular shall extend manufacturer's 1-year warranty on all devices.

3.7.4 Rates for basic service shall include maintenance of cellular telephones, antennas and batteries.

Response:

Please see the following response 3.7.5.

3.7.5 Warranty coverage shall constitute repair or replacement of any malfunctioning units, with equipment equal to, or better than, the original unit, within twenty-four (24) hours of equipment failure/vendor(s) notification.

Response:

Cingular honors all standard manufacturer warranties for voice equipment, which are a minimum of one year.

Returning and Exchanging Equipment (Less than 30 Days Old)

Cingular is confident that you will be pleased with your phone purchase. However, if you are not and the phone is less than 30 days old, you may return it. If you need to exchange equipment for a non-Cingular subscriber, please contact the appropriate carrier for help. For details on our return policy, please refer to the Welcome Guide shipped with every phone.

National Business Ordering – If you ordered your equipment by calling National Business Ordering, you may contact National Business Ordering at (800) 388-3235 to return or exchange the equipment.

Point of Sale – If you purchased accessories or a replacement phone or from a Cingular Retail store, you should return or exchange the equipment to that store.

Returning and Exchanging Equipment (Over 30 Days Old)

If your Cingular phone is not working properly and it is over 30 days old but still within its warranty period (1 Year), you may request a warranty exchange.

Warranty Exchange – The Warranty Exchange group can assist you in exchanging defective equipment for a warranty phone. If you prefer to have the equipment repaired, you may also contact the manufacturer for authorized repair centers in your area. Warranty Exchange can be reached by calling (877) 746-9244. Please call warranty exchange from a landline phone and have your cellular equipment available. Please have the battery removed and fully charged. If you have a non-Cingular phone that is defective please contact the appropriate carrier

Equipment that is out of warranty or that is lost or stolen should be reported immediately to Business Care.

3.7.6 Vendor(s) must indicate the warranty period for telephone and other voice components their company may supply. Please indicate how repair/replacement is accomplished. Please indicate post-warranty costs to replace phones and other components for a user currently in service with vendor(s)' company. All costs shall be shown in the cost portion of the proposal.

Response:

Warranty Period - 1 Year.

Please see the previous response to see how repair/replacement is accomplished.

Please reference the equipment pricing sheet (National Contract Reference Price) in Cost Proposal for post-warranty costs. Per the state's request, Cingular will offer one device per cell phone number at the discounted rate (BMG 2-year pricing) every 18-month period.

3.7.7 Vendor(s) shall describe their escalation process for any service issues. Vendor(s) shall regularly update the State of WV on its written escalation process, whenever that process is revised.

Response:

Cingular's Enterprise Voice Help Desk (EVHD) is a specialized technical voice support team dedicated to handling the needs of Enterprise customers as they relate to voice issues. EVHD works closely with Enterprise customer Telecom Managers and Help Desk personnel to triage and subsequently escalate any problems with the appropriate sense of urgency. The team focuses on accurate trouble ticketing and regular follow-ups for Cingular network issues to ensure clear and frequent communication on open tickets. Problems identified as device or application related will be escalated or referred to the appropriate vendor.

For all reported problems, EVHD shall engage additional Cingular resources as needed for resolution.

1. Hours of Operation

Staffed on site: 4 a.m. PST to 7:00 p.m. PST, Monday through Friday; On call outside of staffed hours (You will be able to leave a voicemail for the on-call technician)

2. Methods of Contact

Phone for Telecom Mgr / Help Desk: (888) 334-3787 plus 5 digit PIN

Email: enterprise.voice.help.desk@cingular.com

3. Roles and Responsibilities

Enterprise Telecom Manager or Help Desk Personnel

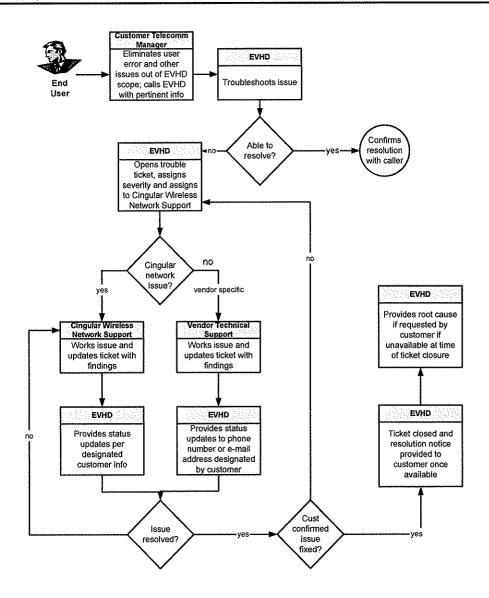
- Act as the single point of contact for all Enterprise end users.
- Expected to confirm that application running on devices is working properly. Application issues are to be corrected internally or referred to appropriate 3rd party solution provider prior to contacting EVHD whenever possible.
- Ensure that all customer premise equipment is working properly (routers, servers, cabling, etc.).
- Gather all information necessary for EVHD to effectively troubleshoot including possible network issues.
- Provide EVHD with all information necessary to follow up on reported issues, including alternate contact information if hours of operation are limited.

Cinqular Enterprise Voice Help Desk

- Respond to customer contact attempts in a timely fashion Goal for Average Speed of Answer of 20 seconds for phone calls and 24 hours for e-mail during business hours.
- Answer questions related to Wireless Voice service, features and device configuration
- Validate that sufficient information to troubleshoot issue has been ascertained. If not, EVHD representative will clearly indicate what additional information must be captured.
- Isolate issue to device related, application or network related and recommend corrective action.
- Open internal Cingular trouble tickets for issues deemed to be network related and provide the related trouble ticket number and estimated time of repair, if available, to the submitter.
- Assign the ticket with the appropriate severity level and provide resolution status to customer according to defined time frames (please see Table 2).
- As requested by the customer, send proactive customer notifications (*via e-mail*) for planned or unplanned customer impacting network interruptions. Single cell site or issues with other carriers are *not* reported.

4. Trouble Resolution Flow (Customer Reported)

Once a Telecom Manager contacts EVHD to report a service disruption or degradation, EVHD shall respond as illustrated in the process flow below.



5. Information necessary for Troubleshooting/Escalation

In order to aid the EVHD in problem diagnosis, the customer should be prepared to provide the following information (or as much as is reasonably obtainable). Failure to provide this information may result in less than timely resolution of issue or forced resubmission of ticket.

General Services	Custom services
Number of affected devices	General Services steps (as
MSISDN and SIM serial number of affected	applicable)
device(s). A sampling is sufficient if number is	Manufacturer/model of affected
large.	device(s)
Signal strength of device(s) - bars of signal	Whether or not customer has a
Location of device(s)— city, state and zip	dedicated connection to the
Confirmation that device has worked before	CINGULAR network (e.g. Frame
Registered on CINGULAR network or roaming?	Relay). If so, basic information
Describe symptoms of problem	about connection (e.g. server IP



raising the permitt		***********
Device error messages, if applicable	addresses, DLCl's, etc.)	
Time problem discovered		
Review troubleshooting steps already performed		ı
Handheld software version of affected device(s)		ı
Internal ticket number (i.e. reference number used		ı
in Customer's IT systems) if applicable		1

6. Ticket Severity Designation and Resolution Targets

Cingular sets varying targets for Mean Time to Repair (MTTR) based upon the severity of the service issue. The designated severity is directly related to the number of affected devices (please see Table 2). Additionally, once a trouble ticket has been created and the severity has been designated, EVHD tracks against MTTR goals. Regular status updates shall be provided to Telecom Mgr or other individual reporting the issue with the frequency determined by level of severity of the issue.

Severity	Definition of Impact	Resolution Target	Follow-up Communications	
Critical	20 or more devices with complete loss of service	4 hours	Once every 2 hours, or as requested.	
Major	 20 or more devices with degradation of service 5-19 users with complete loss of service 	24 hours	Once every 4 hours, or as requested.	
Minor	 1-4 devices with complete loss of service Intermittent issues 	168 hours	No less than once every 72 hours.	

^{*}Business hours will be defined as 4:00 a.m. PST to 7:00 p.m. PST Monday – Friday.

7. Escalations

Enterprise Voice Help Desk representatives utilize an internal escalation process to ensure customer reported issues get resolved in a timely manner. Management personnel within both Care and Network Operations will be contacted to help mobilize any additional resources that may be necessary.

Customers may also escalate an issue to EVHD management if issue resolution and/or follow up communication are not meeting the State's expectations.

Title	Name	Desk Phone	Cell Phone	Email address
Team Manager	John Sheetz	425-288-5230	206-979-1171	john.sheetz@cingular.com
eTeam Area Manager	Aaron Greene	425-288-5410	206/972-7799	aaron.greene@cingular.com
Bothell Area Manager	Shawna Rae	425-288-5231	206-915-3067	shawna.rae@cingular.com

^{*}Outside of business hours, follow up communications are currently limited to resolution notifications on open tickets.

8. Changes

The process outlined herein is intended for informational purposes only and shall in no event be considered a guarantee or a part of your service agreement with Cingular.

Cingular may change the process outlined herein from time to time at its sole discretion.

The Enterprise Data Help Desk (EDHD)

The Enterprise Data Help Desk is a specialized technical support team dedicated to handling the needs of IT Managers and Help Desk personnel in troubleshooting enterprise data services. - Representatives work closely with business customers to triage and escalate problems with the appropriate sense of urgency.

The EDHD offers the advantages of:

- A team focus on trouble ticketing and regular follow up with customers for network issues ensures open, frequent communication
- Strong process alignment with Network, Service Management, BMG Sales, Product/Offers teams and NBS Care resources speeds resolution time on complex or chronic issues

Methods of Contact

- Phone 888-334-3787 (EDHDSUP) plus Enterprise Specific PIN
- Internal teams such as GAMs, ASCs, SEs, and WNS have team specific PINs to reach EDHD
- E-mail Enterprise.Helpdesk@cingular.com
- Website Enterprise On Demand and Modem On Demand customers only https://red-mao.attws.com
- Hours of Operation 5 a.m. to 7 p.m. PST M-F, on call outside of staffed hours

Supported Solutions

Cingular Certified, Stocked Devices:

- Check service provisioning, device configuration, assist with modem set up and Cingular features.
- Troubleshoot to isolate issues as device or network-related and recommend corrective action.
- Escalate unresolved issues internally or to vendor as appropriate.

Cingular Certified, Non Stocked Devices:

- Check service provisioning.
- Troubleshoot to isolate issues as device or network-related and recommend corrective action.

• Escalate unresolved issues internally or refer to vendor as appropriate.

Cingular Solutions:

- Troubleshoot to isolate issues as device or network-related and recommend corrective action.
- Escalate unresolved issues internally or to vendor as appropriate.

Enterprise Custom Solutions:

- Troubleshoot to isolate issues as device or network- related and recommend corrective action.
- Escalate network issues.
- 3.7.8 Within the warranty period, Vendor(s) must troubleshoot and repair any problems, within twenty-four (24) hours of receiving notification of an issue. If a unit cannot be repaired within this timeframe, a new unit, equal to, or better than the existing unit, will be made available to the state, within forty-eight (48) hours of the initial contact. This new unit shall be a replacement for the defective device and will be retained by the state.

Response:

Please refer to response 3.7.6.

3.7.9 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and wireless data cards after eighteen (18) months of use. For non-basic telephones, the State of WV users must be able to acquire replacements after two years, for little, or no additional costs. All costs must be included in the cost portion of the proposal.

Response:

Cingular shall comply.

3.7.10 If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) will provide replacement devices free of charge prior to the new services becoming available.

Response:

Cingular shall comply.

3.7.11 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.

Response:

Cingular shall comply.

3.7.12 Vendor must acknowledge the existence of, and be prepared to

provide at the State's request, verifiable data identifying the length of time transmission towers remain available in the event of a power outage, and what type of back-up devices, such as generators, exist to guarantee Quality of Service (QoS) levels. If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

Response:

The vendor acknowledges the existence of this information, and will provide it to the State, upon request.

Cingular monitors the performance of the network continually. The top three metrics are accessibility, clarity, and call completion rates. All are quantified into standards and assigned one of three categories:

- GREEN (~98%+ within standards)
- YELLOW (~97-95% within standards, but no system or customer impact)
- RED (<95% within standards, or with potential for system and/or customer impact)

Our capacity and optimization efforts fall into two areas, proactive engineering and reactive qualitative analysis.

- Proactive Engineering: We engineer our network to provide a high level of accessibility, retain ability and quality. This is done through the implementation of best practices on every network element and link from end to end.
- Reactive Qualitative Analysis: We continuously monitor our networks for faults. As faults occur, most are addressed by redundant systems. Continuous analysis of network statistics ensures that we are always meeting our operating and engineering standards.

All of Cingular networks are designed and managed with the goal of achieving 100% up-time. Elaborate measures are taken to reach this goal, including:

Redundancy: All major elements in all networks possess redundant features.

Power: All major system elements have battery back up and instantaneous changeover if commercial power is interrupted. In addition, especially critical centers, such as switching nodes, have generator capacity.

Communications: 'Route diversity' and 'self-healing' networks are provided for all major communications links. The NACN has two SS7 links to every

node on the network. Public Switched Telephony Network (PSTN) connections for cellular systems are provided through numerous landlines.

Overlapping Coverage: Overlapping coverage of Cingular' networks means that if a particular transmitter goes off the air, service is degraded rather than eliminated. Messaging systems simulcast their data so that the temporary loss of a transmitter does not eliminate service.

Monitoring: Cingular networks are monitored by trained technicians 24 hours a day. Sophisticated alarming capabilities allow them to direct field technicians to problems anywhere in the country. For example, if a lightning strike causes an outage at a cell site, technicians in one of Cingular' Network Operations Centers will dispatch a field technician within minutes.

Maintenance: Cingular field technicians provide monthly, quarterly and annual preventive maintenance routines on all network elements.

Continuous Improvement: Cingular has named officer-level engineering professionals to work with its own processes and suppliers to continually improve performance. These efforts generate a steady flow of improvements, from vendor software upgrades to better grounding techniques.

Network Redundancy

Cingular has redundancy on the vast majority of our network. In cases where redundancy is cost-prohibitive (e.g. a completely separate switching complex), we have implemented creative engineering solutions to maximize network reliability and minimize the probability of outages felt by the customer. Redundancy is often built into the hardware we buy and the way it is configured to eliminate single-thread processes. We've found that careful evaluation of long-standing engineering practices, independent testing/verification of equipment and facilities, and aggressive/proactive maintenance and troubleshooting have led to substantial improvements in network reliability.

3.7.13 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area".

NOW READS:

3.7.13 Vendor(s) shall furnish monthly availability and reliability statistics to the West Virginia Office of Technology for West Virginia's "home area". This must include the percentage of time the network was not 100% available in the home area and the percentage of dropped calls in home area per user. The report should be in Excel format.

Response:

Cingular shall comply.

3.7.14 Vendor must acknowledge the existence of, and be prepared to provide at the State's request, a description of their existing Disaster Recovery mechanisms, to accommodate for natural disasters or other related catastrophic events, and what "failover" methodology exists to guarantee service continuance. If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

Response:

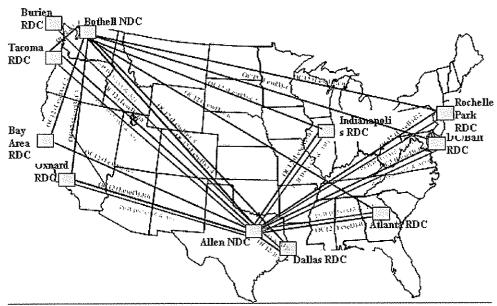
Cingular shall comply.

The vendor acknowledges the existence of this information, and will provide it to the State, upon request.

Cingular maintains detailed Disaster Preparedness training and Plans at a national level through our Network Operations team. Cingular makes every effort to respond to natural disasters and other civil tragedies when these occur within any of our markets. Cingular responds immediately with offers of temporary loaner phones to federal, state and local emergency relief agencies, as well as supporting accessories such as batteries and chargers. State of WV's Cingular account team can assist with specific temporary arrangements of phones in specific cases as the conditions warrant.

Cingular also makes an immediate assessment of the impact of the disaster on the operation of the Cingular network in the market. Responses by Cingular are appropriate to the nature and extent of the disaster. For example, power outages at cell sites are addressed with the use of portable generators to keep cell sites running. Disasters that bring together large concentrations of wireless users are sometimes addressed with temporary cell sites called Cells on Wheels (COWs). COWs increase coverage and capacity for all Cingular users in a geographic area. Cingular has successfully deployed COWs in response to a wide variety of small and large-scale disasters in accordance with our Disaster Recovery program. These solutions are initiated for the benefit of all disaster relief agencies and Cingular users in an area rather than for specific customers.

To protect against power failure, Cingular has backup battery power plants located at Data Centers, MSCs and cell sites that are capable of providing at least six hours of service at peak operation. Back-up generators are also located at all data centers, MSCs, and critical cell sites, to provide back-up power and/or recharge existing batteries. A mobile fleet of more than 600 trailer-mounted generators can be deployed as needed. All data centers, MSCs, and cell sites are alarmed with power-fail alarms and are monitored 24 hours per day by our Data Center Operations group and Wireless Network Control Center (WNCC).



Geographic Diversity of Cingular's RDC's/NDC's

Network - Disaster Recovery Examples

Cingular has used our disaster recovery program to actively support events including Y2K, the NATO 50, the Pentagon Disaster relief efforts, the DC anthrax investigations, and the 2002 Winter Olympics Crisis Management Unit's communications requirements

Cingular provides battery and full generator backup for all major service related equipment. Various mobile equipment (Cell-On-Wheels, Switch-On-Wheels, portable generators, etc.) are available to quickly replace or supplement installed network equipment that malfunctions or becomes damaged. Some microwave equipment is available to replace dropped circuits. The Cingular network architecture includes alternate diverse routing of facilities to provide network redundancy.

3.8 BILLING AND ACCOUNT MANAGEMENT

3.8.1 The Vendor(s) shall provide a single, dedicated billing representative, available Monday through Friday, 8:00 – 5:00, as part of their support team, to handle all questions and issues related to the plans and invoicing included in their response to this RFP. Vendor(s) shall provide a toll-free number and email address, for state user access to this resource.

Response:

For all general questions and issues related to plans and invoices, Cingular would ask the state user to contact Cingular's Customer Service team. For more details, please refer to response to section 3.7.

For escalated issues, Cingular's Business Care Manager shall provide dedicated support to the State of WV.

Sheri Johnson Business Care Manager Cingular Wireless Phone: 304 541 7381

e-mail: sheri.johnson@cingular.com
Toll Free Care Number: 800 999 5445

3.8.2 Primary vendor shall have the responsibility for negotiating agreements with the appropriate carriers in West Virginia to provide said consistent functional features. The successful vendor(s) will be responsible for the management of all carrier services provided to the user agencies, as well as billing, administrative support and maintenance. The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.

Response:

Cingular shall comply.

3.8.3 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

Response:

Cingular shall comply.

3.8.4 The vendor(s) shall provide accurate, automated and detailed original billing (CD, EDI [potential feature]) and up to two (2) copies according to specific agencies needs. The vendor(s) shall provide a detailed summary for each line regardless of how that usage is billed. All invoices shall be submitted from the primary vendor(s).

Response:

Cingular shall comply.

3.8.5 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:

A separate bill per service line requested

Aggregate billing by agency geographic location

Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

Response:

Cingular shall comply.

3.8.6 The state would accept a bulk plan, as described in the first scenario in Attachment B. This scenario includes a mandatory requirement that the vendor shall bill individual agencies for their share of the monthly cost by dividing the total number of lines in service into the monthly cost, and charging each spending unit for the number of lines that they have.

Response:

Cingular is willing to create a pool (as shown in the cost proposal) per agency or state spending unit. Cingular is currently using this strategy with our State customers to increase savings and simplify billing.

3.8.7 This billing shall be provided on a Compact Disc (CD) or EDI (potential feature), in a pre-approved format, as agreed upon by both the vendor(s) and the State. Data shall be available electronically and provide the option of exporting to CSV file format. These bills will be delivered to the State within one (1) business day of a pre-arranged delivery date, mutually agreed upon by the State and the vendor(s). Billing at a minimum should detail, for each line active on that bill, the following:

*User Name

*Cellular Number

Office (landline) Number

Supervisor's Name

Supervisor's Office (landline) Number

Department

*Agency Name

Unit Name

Ora. Number

*Bill to address

*Plan level

- *Date and time of call or data transaction
- *Number called
- *Duration of call or size of data transmission
- *Cost of call or data transmission
- *Overage charges, if applicable
- *Fees

*mandatory

Response:

Cingular shall comply with detailed CD billing. However, the State of WV will receive the CD 10-15 business days after the CD cut off date and not the bill cycle date.

3.8.8 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan. Optimization recommendations must be communicated through a quarterly report in Common Separated Values (CSV) format on a CD. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.

Response:

Cingular shall comply.

- 3.8.9 Reports should be made available via a secure, password-protected, on-line environment and include the following:
 - 3.8.9.1 Ability to report usage, billing and trending data at the individual wireless number level
 - 3.8.9.2 Ability to summarize data at the department, agency and division levels
 - 3.8.9.3 Ability to provide exception reporting indicating low usage, overage usage, and minimal usage
 - (The State will determine the levels of security access, and user validation.)

Vendor must describe their capabilities for providing this information.

Response:

Cingular shall comply. The Cingular Premier Wireless Management Center (WMC) provides a comprehensive set of online management tools designed to increase productivity, enable controls and manage wireless costs.

WMC is targeted to telecommunication managers, buyers, division managers or anyone within an organization who operates, manages or controls wireless program elements for a group of employees, a division or an entire enterprise. WMC is part of Cingular Premier, a set of three unique but integrated ecommerce applications.

Reporting Tool—offers a set of group- or organization-level online management reports and trends that allow you to better manage your wireless program costs for your corporate liability users.

Report Descriptions

 Cost Center Detail—a summary report that provides a dashboard of the mobile services used at the organizational level for a given period. Includes details on current voice charges, current data charges and a charge and usage summary. Helps you understand the current usage of data (KB) and time (Minutes of Use 'MOU') at the organizational level. Allows you to drill down to a service name level.

- Usage Detail—an operational report that allows the State of WV to view cost details for all voice calls. Enables the State of WV to monitor cost and set usage policy.
- Year-to-Date Summary—a report for both companywide and service levels that summarizes year-to-date wireless usage and enables you to monitor cumulative usage.
- Invoice Remittance—a report that provides account-level invoices for records.
- Invoice Details—a report that provides usage detail at the individual or service level to help the State of WV to stay up-to-date on wireless charges at a detailed level.

Cingular Premier Wireless Management Center help increase productivity, enable controls and manage wireless costs.

Application Features:

- Landing page that features a snapshot of the State of WV's wireless trends
- Individual usage drill downs from summary level reports
- Custom organizational charts for filtering and viewing data
- Filtered views based on user-specified criteria
- Ability to export all data in an easy format to be analyzed or uploaded to other applications
- Report formats in PDF, HTML and Microsoft® Excel Profile Tool consists of a control center where the State of WV can customize the functionality and access controls of the Premier eBonding Web site and WMC.
- Set or change preferences for equipment, rate plans and features to control the wireless offers viewed by the State of WV's employees or designated administrators
- Activate or deactivate a management approval process for ordering
- Establish pre-populated billing and shipping addresses and designate preferred payment options to minimize key strokes and errors
- Grant or restrict access rights based on user role to provide site access controls to the Premier eBonding Web site and to WMC
- Use real-time password resets
- Add or change key messages you want to communicate on your Premier eBonding Web site and/or WMC

3.8.10 Prior to issuing billing, vendor(s) will be required to validate that all lines are active. Describe how this will be handled.

Response:

Cingular has internal processes to ensure that ONLY activated lines are in the billing system.

3.8.11 Vendor(s) shall provide to the state a monthly report that shows total minutes of usage by billed telephone number (BTN).

Response:

Cingular shall comply.

3.8.12 Vendor(s) should also make all billing information available via an online mechanism, for ease of use by the agency representatives. Vendor(s) should describe available options, including, at a minimum, security access levels and reporting capabilities.

Response:

Cingular shall comply. Cingular's Premier service allows managers and authorized end users to access online procurement, billing, and reporting - customized to each government agency and user permission level. State of WV managers can access procurement for single and bulk orders, usage, billing, and customized reporting to manage wireless services with Cingular, and export information in comma-delimited or Microsoft Excel format.

The Cingular Premier Wireless Management Center (WMC) provides a comprehensive set of online management tools designed to increase productivity, enable controls and manage wireless costs. WMC is targeted to telecommunication managers, buyers, division managers or anyone within an organization who operates, manages or controls wireless program elements for a group of employees, a division or an entire enterprise.

- A Reporting Tool that provides group or organization-wide usage reports and trends online, enabling you to manage your wireless program costs. Features include ability to drill down to individual usage, view information using your organization structure and present the information in a number of formats.
- A Profile Tool that consists of a control center where you can customize the functionality and access controls of the eBonding Web site and Wireless Management Center.
- An Ordering Tool that provides a link to the eBonding Web site that enables users to place orders on behalf of employees and view order status.

Premier Individual Portal

A procurement application designed for employees of the State of WV and its affiliates for personal or business use where service is established in employees name (financial liability assumed by the employee). The application delivers valuable benefits that enhance employee satisfaction and retention. Premier Individual Portal offers:

- An easy-to-use co-branded ordering application that offers the latest devices and calling plans with contracted discounts and Web-exclusive offers.
- Site access directly from cingular.com or via a custom link, which can be posted on the State of WV or affiliates intranets.
- An online order tracking system and online chat representatives who can get critical information to you when you need it, without a phone call.

Wireless Management Center

The Cingular Premier Wireless Management Center (WMC) provides a comprehensive set of online management tools designed to increase productivity, enable controls and manage wireless costs.

WMC is targeted to telecommunication managers, buyers, division managers or anyone within an organization who operates, manages or controls wireless program elements for a group of employees, a division or an entire enterprise. WMC is part of Cingular Premier, a set of three unique but integrated ecommerce applications.

Reporting Tool—offers a set of group- or organization-level online management reports and trends that allow you to better manage your wireless program costs for your corporate liability users.

Report Descriptions

- Cost Center Detail—a summary report that provides a dashboard of the mobile services used at the organizational level for a given period. Includes details on current voice charges, current data charges and a charge and usage summary. Helps you understand the current usage of data (KB) and time (Minutes of Use 'MOU') at the organizational level. Allows you to drill down to a service name level.
- Usage Detail—an operational report that allows the State of WV to view cost details for all voice calls. Enables the State of WV to monitor cost and set usage policy.
- Year-to-Date Summary—a report for both companywide and service levels that summarizes year-to-date wireless usage and enables you to monitor cumulative usage.
- Invoice Remittance—a report that provides account-level invoices for records.
- Invoice Details—a report that provides usage detail at the individual or service level to help the State of WV to stay up-to-date on wireless charges at a detailed level.

Cingular Premier Wireless Management Center help increase productivity, enable controls and manage wireless costs.

Application Features:

- Landing page that features a snapshot of the State of WV's wireless trends
- Individual usage drill downs from summary level reports
- Custom organizational charts for filtering and viewing data
- Filtered views based on user-specified criteria
- Ability to export all data in an easy format to be analyzed or uploaded to other applications
- Report formats in PDF, HTML and Microsoft® Excel Profile Tool consists of a control center where the State of WV can customize the functionality and access controls of the Premier eBonding Web site and WMC.
- Set or change preferences for equipment, rate plans and features to control the wireless offers viewed by the State of WV's employees or designated administrators
- Activate or deactivate a management approval process for ordering
- Establish pre-populated billing and shipping addresses and designate preferred payment options to minimize key strokes and errors
- Grant or restrict access rights based on user role to provide site access controls to the Premier eBonding Web site and to WMC
- Use real-time password resets
- Add or change key messages you want to communicate on your Premier eBonding Web site and/or WMC

Ordering Tool—provides a link to the Premier eBonding Web site that enables WMC users to place orders on behalf of employees and view order status. See the Premier eBonding Platform product details for more information.

3.8.13 Vendor(s) and the agency shall agree to work to promptly resolve billing issues.

NOW READS:

3.8.13 Vendor(s) shall work directly with the agencies to promptly resolve billing issues.

Response:

Cingular shall comply. The account team will work directly with the State of WV to quickly resolve any billing issues that might arise.

Billing disputes should be reported to the Cingular 24-hour customer care line at 1-800-888-7600. If satisfaction is not achieved, the issue should be reported to the Business Care Manager (BCM) assigned to the State.

3.8.14 Vendor(s) shall waive any charges it has failed to bill the State, within the fiscal year for which the service was provided has elapsed.

Response:

Cingular shall comply.

3.8.15 Vendor(s) shall notify the State one hundred twenty (120) days in advance of any anticipated changes in billing format. *Note: The State does not regard a "read me" file on a billing CD as constituting notice.* Vendor(s) shall describe the mechanism proposed to coordinate CD format changes with State representatives.

Response:

Cingular shall comply. The Cingular account team will schedule a meeting with the State of WV representatives to discuss any billing format changes.

3.8.16 The State of WV will not pay activation fees, disconnection fees, early termination fees, or roaming fees, within the designated "home area," as part of this contract. (See Section 3.1)

Response:

Cingular shall comply.

3.9 COST PROPOSAL PRICING

- 3.9.1 Price shall be a key consideration, but will not be the sole determining factor. Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.
- 3.9.2 Pricing will carry considerable weight during the evaluation process. This includes both initial investment and ongoing recurring costs.
- 3.9.3 Key decision criteria may include but not be limited to the following: Pricing, Coverage Area, Sales/Support Capabilities, Reporting Options, Ordering and Billing Processes, Conversion, Voice Requirements, and Data Requirements.
- 3.9.4 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate, in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

Response:

Cingular shall comply. Please see Cost Proposal for details. Upon award of contract, Cingular will request the State's tax exemption certificate for billing purposes.

3.9.5 Please provide information on the following pricing plan alternatives:

3.9.5.1 Conventional Plans - Please provide conventional (minute bucket) pricing alternatives. Vendor(s) must complete four-part scenario cost attachment. (Attachment A)

Response:

Cingular shall comply. Please see Cost Proposal.

3.9.5.2 Pooled Plans - Please provide pricing information on pooling plans. Vendor(s) must complete attached cost sheet. (Attachment B)

Response:

Cingular shall comply. Please see Cost Proposal.

3.9.5.3 Flat Plan/"Pay as You Go" - Please provide pricing information on flat plans in which each user is assessed a small monthly fee, or no fee at all; and pays only for actual usage. Vendor(s) must complete attached cost sheet. (Attachment B)

NOW READS:

3.9.5.3 Flat Plan/"Pay as You Go" - Please provide pricing information on flat plans in which each user is assessed a small monthly fee, or no fee at all; and pays only for actual usage. Vendor(s) must complete attached cost sheet. The mandatory features of unlimited mobile to mobile and unlimited nights and weekends would not apply to this plan. (Attachment B)

Response:

Cingular shall comply. Please see Cost Proposal.

3.10 SPECIAL TERMS AND CONDITIONS:

3.10.1 Note: Basic service features MUST be included in the base cost of the responses to the State's Cost Scenarios and Tables, per Section 4 of this RFP. Any inclusion of the mandatory features, at an additional cost, may be grounds for proposal rejection.

- 3.10.2 Vendor(s) shall attach price lists for **all** available calling plans, optional devices and accessories requested in this RFP. (Belt clips, hands-free kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.)
- 3.10.3 Special consideration should be given to Blackberries, Treos and like devices, their accessories, server software and CALs, as well as camera phones and additional service charges associated with them.
- 3.10.4 The State will only make an award, based on the Calling Plan Scenario evaluation, that is legitimately verified by the Vendor(s) attached price lists.
- 3.10.5 Due to continuing evolution of the cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to insure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to insure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFP may participate in this upgrade of the State's cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

3.11 NO DEBT AFFIDAVIT:

West Virginia State Code §5A-3-10a-(3) (d) requires that all vendors submit an affidavit of debt which certifies that there are no outstanding obligations or debts owing the State of West Virginia. The Debt Affidavit is attached to this request for proposal which **should** be completed, signed and returned **with** the vendor's proposal. If bidding a joint proposal, a Debt Affidavit must be completed for both vendors.

3.12 General Terms and Conditions:

By signing and submitting their proposal, the successful Vendor agrees to be bound by all the terms contained in Section Three (3) of this RFP

3.12.1 Conflict of Interest:

Vendor affirms that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Vendor further covenants that in the performance of the contract, the Vendor shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the Agency.

3.12.2 Prohibition Against Gratuities:

Vendor warrants that it has not employed any company or person other than a bona fide employee working solely for the vendor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

For breach or violation of this warranty, the State shall have the right to annul this contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

3.12.3 Certifications Related to Lobbying:

Vendor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any Federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit a disclosure form to report the lobbying.

Vendor agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

3.12.4 Vendor Relationship:

The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents.

Vendor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this RFP and resulting contract. Neither the Vendor nor any employees or contractors of the vendor shall be deemed to be employees of the State for any purposes whatsoever.

Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

The Vendor shall not assign, convey, transfer or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership, association or entity without expressed written consent of the Agency.

3.12.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.12.6 Contract Provisions:

After the successful Vendor is selected, a formal contract document will be executed between the State and the Vendor. In addition, the RFP and the Vendor's response will be included as part of the contract by reference. The order of precedence is the contract, the RFP and the Vendor's proposal in response to the RFP.

3.12.7 Governing Law:

This contract shall be governed by the laws of the State of West Virginia. The Vendor further agrees to comply with the Civil Rights Act of 1964 and all other applicable laws (Federal, State or Local Government) regulations.

3.12.8 Compliance with Laws and Regulations:

The vendor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or municipal, along with all regulations, and ordinances of any regulating body.

The Vendor shall pay any applicable sales, use, or personal property taxes arising

out of this contract and the transactions contemplated thereby. Any other taxes levied upon this contract, the transaction, or the equipment, or services delivered pursuant here to shall be borne by the contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this contract.

3.12.9 Subcontracts/Joint Ventures:

The Vendor is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered under the terms of this contract. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters. The Vendor may, with the prior written consent of the State, enter into written subcontracts for performance of work under this contract; however, the vendor is totally responsible for payment of all subcontractors.

3.12.10 Term of Contract & Renewals:

This contract will be effective (<u>date set upon award</u>) and shall extend for the period of one (1) year, or two (2) years, at the State's discretion, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

Any change in Federal or State law, or court actions which constitute binding precedent in West Virginia, and which significantly alters the Vendor's required activities or any change in the availability of funds, shall be viewed as binding and shall warrant good faith renegotiation of the compensation paid to the Vendor by the Agency and of such other provisions of the contract that are affected. If such renegotiation proves unsuccessful, the contract may be terminated by the State upon written notice to the Vendor at least thirty (30) days prior to termination of this contract.

3.12.11 Non-Appropriation of Funds:

If the Agency is not allotted funds in any succeeding fiscal year for the continued use of the service covered by this contract by the West Virginia Legislature, the Agency may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The Agency shall give the vendor written notice of such non-allocation of funds as soon as possible after the Agency receives notice. No penalty shall accrue to the Agency in the event this provision is exercised.

3.12.12 Contract Termination:

The State may terminate any contract resulting from this RFP immediately at any time the Vendor fails to carry out its responsibilities or to make substantial progress

under the terms of this RFP and resulting contract. The State shall provide the Vendor with advance notice of performance conditions which are endangering the contract's continuation. If after such notice the Vendor fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Vendor an order to cease and desist any and all work immediately. The State shall be obligated only for services rendered and accepted prior to the date of the notice of termination.

The contract may also be terminated upon mutual agreement of the parties with thirty (30) days prior notice.

3.12.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address changes to the terms and conditions, costs of work included under the contract. An approved contract change order is defined as one approved by the Purchasing Division and approved as to form by the West Virginia Attorney General's Office, encumbered and placed in the U.S. Mail prior to the effective date of such amendment. An approved contract change order is required whenever the change affects the payment provision and/or the scope of the work. Such changes may be necessitated by new and amended Federal and State regulations and requirements.

As soon as possible after receipt of a written change request from the Agency, but in no event more than thirty (30) days thereafter, the Vendor shall determine if there is an impact on price with the change requested and provide the Agency a written statement to identifying any price impact on the contract or to state that there is no impact. In the event that price will be impacted by the change, the Vendor shall, provide a description of the price increase or decrease involved in implementing the requested change.

NO CHANGE SHALL BE IMPLEMENTED BY THE VENDOR UNTIL SUCH TIME AS THE VENDOR RECEIVES AN APPROVED WRITTEN CHANGE ORDER.

3.12.14 Invoices:

The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.

3.12.15 **Record** Retention (Access & Confidentiality):

Vendor shall comply with all applicable Federal and State of West Virginia rules and regulations, and requirements governing the maintenance of documentation to verify any cost of services or commodities rendered under this contract by Vendor. The Vendor shall maintain such records a minimum of five (5) years and make available all records to Agency personnel at Vendor's location during normal business hours upon written request by Agency within 10 days after receipt of the request.



Vendor shall have access to private and confidential data maintained by Agency to the extent required for Vendor to carry out the duties and responsibilities defined in this contract. Vendor agrees to maintain confidentiality and security of the data made available and shall indemnify and hold harmless the State and Agency against any and all claims brought by any party attributed to actions of breach of confidentiality by the Vendor, subcontractors, or individuals permitted access by Vendor.

PART 4

PROPOSAL FORMAT

4.1 **Vendor's Proposal Format:**

(This part of the RFP outlines the format the Vendor must follow in arranging the information, and the Agency should identify the information the Vendor is required to include.).

The proposal must be formatted in the same order, providing the information listed below:

Title page - Should state the RFP Subject and number, the name of the Vendor, Vendor's business address, telephone number, name of authorized contact person to speak on behalf of the Vendor, dated and signed.

Table of Contents - Clearly identify the material by section and page number.

Section I – Coverage (3.1)

Section II - Voice and Data: Technical Specifications: Hardware and Software (3.2 and 3.3)

Section III – Conversion and Training (3.4 and 3.5)

Section IV- Ordering Procedures/ Billing and Account Management (3.6 and 3.8)

Section V - Service and Support (3.7)

Section VI – Cost (3.9)

If using an attachment, reference it and provide guidance as to what Vendor must include.

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal.

4.2 **Evaluation Process:**

4.2.1 Method of Evaluation:

The proposals will be evaluated by a committee of three (3) or more individuals in accordance with the criteria stated. The Vendor who meets all the mandatory specifications, attains the final highest point score of all vendors (possible onehundred 100 points maximum) shall be awarded the contract. The selection of the successful vendor will be made by a consensus of the evaluation committee.

4.3 Evaluation Criteria: The following are the evaluation factors and maximum points possible for technical point scores:

A. Coverage (Sections 3.1)

(22) Points Possible

B. Voice and Data (Sections 3.2, 3.3)

(15) Points Possible

C. Conversion and Training (Sections 3.4, 3.5)

(11) Points Possible

D. Ordering Procedures/ Billing and Account Management (11) Points Possible (Sections 3.6, 3.8)



E. Service and Support (Sections 3.7)		(11) Points Possible
F. Cost		(30) Points Possible
	Total	100 Points Possible

Each cost proposal cost will be evaluated by use of the following formula for all vendors who attained the Minimum acceptable score only:

Lowest price of all proposals			
	x 30 =	Price	Score
Price of Proposal being evaluated			

4.4 Minimum Acceptable Score:

Vendors must score a minimum of 70% of the total technical points. The minimum qualifying score would be 70% of 70 points or a technical score of 49 points or greater to be eligible for further consideration and to continue in the evaluation process. All vendors not attaining the minimum acceptable score (MAS) shall be disqualified and removed from further consideration.

The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the low bidder. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right if necessary to ask vendors for additional information to clarify their proposals. Nothing may be added to alter the written solution or method contained in the original proposal after the bid opening.

4.5. COST SCENARIOS/VENDOR PRICE SHEETS

Vendor(s) must complete the attached Cost Scenarios, for evaluation purposes only. Vendor(s) must attach coverage maps, and price sheets for all devices, services and software being offered in response to Section 3 of this RFP. The numbers are used in the scenarios are not a commitment of minimum usage by the State.

The following are the evaluation factors for the cost evaluation:

40% of the evaluation will be given towards conventional voice plans.

25% of the evaluation will be given towards pooled calling plans.

10% of the evaluation will be given towards flat rate/"pay as you go" plans.

25% of the evaluation will be given towards conventional data plans.

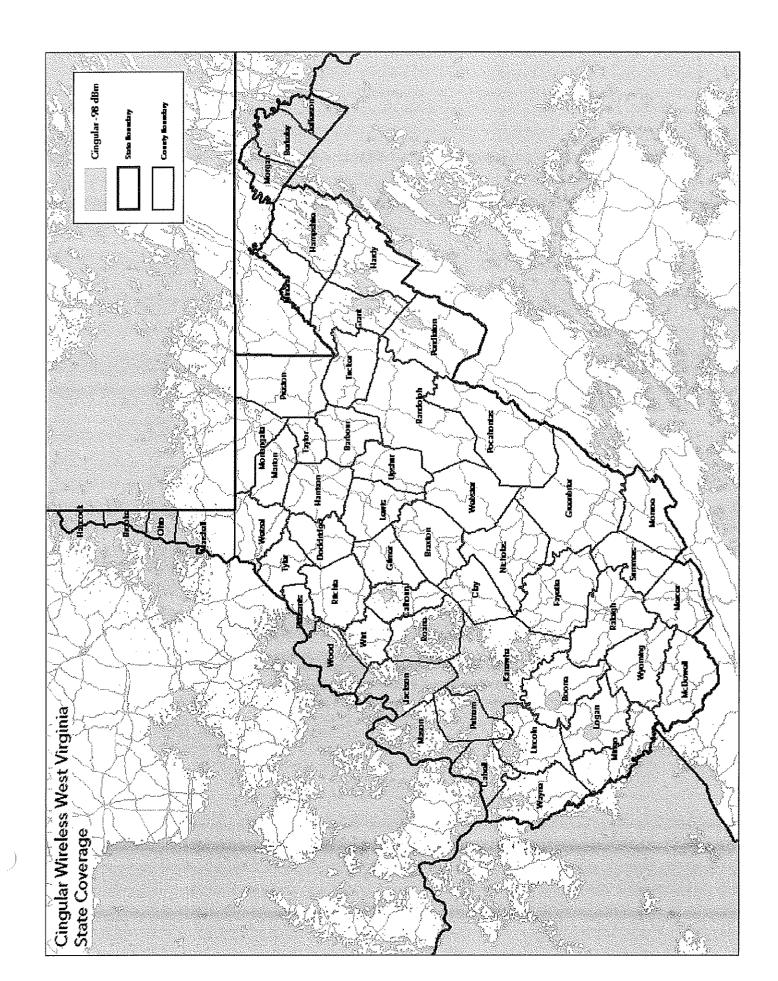
Response:

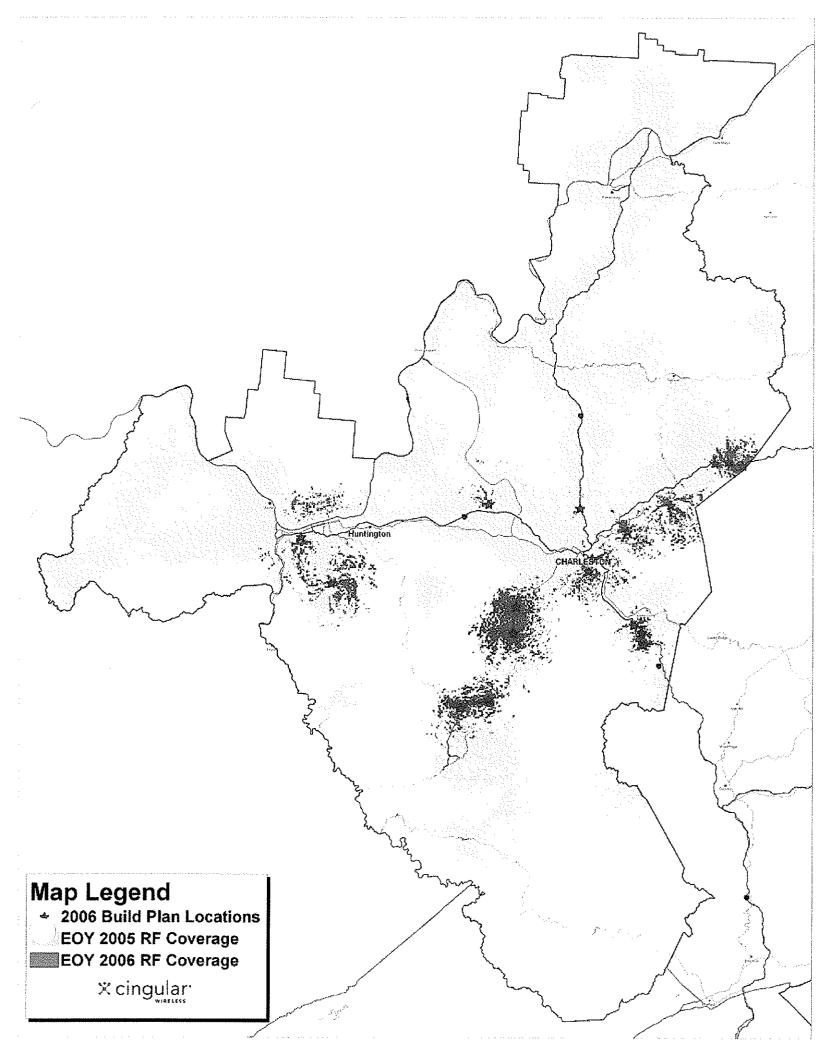
Cingular understands and shall comply. Please see Cost Proposal for completed Cost Scenarios as well as attached coverage maps and price sheets as requested.



Cingular GSM handset required on Cingular Nation GSM plans.

Your phone's display does not induced the rate you will be charged. Please review your coverage map for areas included in and out of plan. Map depicts an approximation of outdoor coverage. Map may include areas served by unaffiliated carriers and may depict their licensed area rather than an approximation of the coverage there. Actual coverage area may differ substantially from map graphics, and coverage may be affected by such things as terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. Cingular does not guarantee coverage. Charges will be based on the location of the site receiving and transmitting the call, not the location of the subscriber. Future Coverage, if depicted above, is based on current planning assumptions but is subject to change and may not be relied upon.





WV NPANXX	City
304206	CHARLESTON
304208	HUNTINGTON
304210	PARKERSBURG
304221	MOUNDSVILLE
304225	MORGANTOWN
304229	INWOOD
304230	WHEELING
304231	WHEELING
304232	WHEELING
304233	WHEELING
304234	WHEELING
304235	WILLIAMSON
304236	WILLIAMSON
304238	WHEELING
304239	LOGAN
304242	WHEELING
304243	WHEELING
304249	BRANDYWINE
304250	BECKLEY
304257	PETERSBURG
304258	BERKELEY SPRINGS
304260	MARTINSBURG
304262	MARTINSBURG
304263	MARTINSBURG
304264	MARTINSBURG
304267	MARTINSBURG
304270	FALLING WATERS
304271	FALLING WATERS
304272	WAYNE
304273	RAVENSWOOD
304274	FALLING WATERS
304275	ELIZABETH
304277	WHEELING
304286	IVYDALE
304289	BURLINGTON
304295	PARKERSBURG
304298	FORT ASHBY
304306	ALUM CREEK
304321	FRANKLIN
304326	CLARKSBURG
304329	KINGWOOD
304330	CHARLESTON
304333	FAIRMONT1
304336	WEST LIBERTY
304340	CHARLESTON
304341	CHARLESTON
304342	CHARLESTON
304343	CHARLESTON
304344	CHARLESTON
304345	CHARLESTON

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304346	CHARLESTON
304347	CHARLESTON
304348	CHARLESTON
304350	CHARLESTON
304351	CHARLESTON
304353	CHARLESTON
304354	GRANTSVILLE
304355	PIEDMONT
304357	CHARLESTON
304358	FRANKLIN
304372	RIPLEY
304373	RIPLEY
304375	WILLIAMSTOWN
304380	CHARLESTON
304382	CHARLESTON
304385	DUNLOW
304387	CHESTER
304388	CHARLESTON
304393	KERMIT
304394	BEECH BOTTOM
304397	HURRICANE
304420	PARKERSBURG
304422	PARKERSBURG
304424	PARKERSBURG
304426	MATEWAN
304428	PARKERSBURG
304429	HUNTINGTON
304434	LOST RIVER
304440	RAVENSWOOD
304442	MONTGOMERY
304447	NEW MARTINSVILLE
304451	NEW MARTINSVILLE
304453	KENOVA
304455	NEW MARTINSVILLE
304458	LEON
304459	
	CHESTER
304462	GLENVILLE VALLEY MILLS
304464	VALLEY MILLS
304471	BUCKHANNON
304474	ROCKPORT
304475	DELBARTON
304480	PARKERSBURG
304485	PARKERSBURG
304486	PRICHARD
304489	MINERALWELLS
304492	LEVELS
304496	AUGUSTA
304513	LEWISBURG
304515	ROMNEY
304517	WESTON
304518	GRAFTON

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304519	SPENCER
304521	HUNTINGTON
304522	HUNTINGTON
304523	HUNTINGTON
304525	HUNTINGTON
304526	HUNTINGTON
304527	FOLLANSBEE
304528	HUNTINGTON
304529	HUNTINGTON
304525	HARPERS FERRY
304538	MOOREFIELD
304536	TRIADELPHIA
	CLENDENIN
304548	
304551	WHEELING
304553	CHARLESTON
304556	CHARLESTON
304558	CHARLESTON
304559	WHEELING
304561	CHARLESTON
304562	HURRICANE
304564	NEW CUMBERLAND
304565	NEWTON
304567	RIVERTON
304574	FAYETTEVILLE
304576	APPLE GROVE
304577	WALTON
304579	MARTINSBURG
304580	PARKERSBURG
304582	MARTINSBURG
304586	WINFIELD
304592	SHINNSTON
304595	EAST BANK
304596	MARTINSBURG
304597	KEYSER
304615	PARKERSBURG
304616	MARTINSBURG
304630	ELKINS
304648	FORT GAY
304655	ARNOLDSBURG
304658	ANSTED
304664	GILBERT
304665	BELMONT
304671	MARTINSBURG
304674	POINT PLEASANT
304675	POINT PLEASANT
304676	MARTINSBURG
304679	DALLISON
304684	ST MARYS
304686	CAMERON
304690	HUNTINGTON
304691	HUNTINGTON
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304696	HUNTINGTON
304697	HUNTINGTON
304699	PARKERSBURG
304702	MARTINSBURG
304702	DALLISON
304719	ST ALBANS
304721	ST ALBANS
304723	WEIRTON2
304724	CHARLES TOWN
304725	CHARLES TOWN
304725	ST ALBANS
	CHARLES TOWN
304728 304733	BARBOURSVILLE
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304736	BARBOURSVILLE
304737	WELLSBURG
304740	WEIRTON1
304741	CHARLESTON MILTON
304743	
304744	CHARLESTON CHARLESTON
304746	CHARLESTON
304747	
304748	WEIRTON1
304749	MAYSVILLE
304750	SUTTON
304751	HUNTINGTON
304754	HEDGESVILLE
304755	NITRO
304756	ALUM CREEK
304757	SCOTT DEPOT
304759	NITRO
304760	SCOTT DEPOT
304762	UNION RIDGE
304766	CHARLESTON
304767	CHARLESTON
304768	CHARLESTON
304769	NITRO
304773	MASON
304776	NITRO BRANCHI AND
304778	BRANCHLAND
304779	ALLOY
304786	RIPLEY
304788	KEYSER
304791	TERRA ALTA
304794	WEIRTON1
304797	WEIRTON1
304821	INWOOD
304822	ROMNEY
304824	HAMLIN
304829	BETHANY
304833	BRUSHTON
304834	PARKERSBURG

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304836	BRUSHTON
304837	SETH
304839	MARTINSBURG
304840	HUNTINGTON
304843	MOUNDSVILLE
304845	MOUNDSVILLE
304848	BRIDGEPORT
304852	BURNSVILLE
304854	WHITESVILLE
304856	CAPON BRIDGE
304861	LUBECK
304863	LUBECK
304866	CANAAN VALLEY
304867	BERKELEY SPRINGS
304869	ELLENBORO
304870	SHEPHERDSTOWN
304874	WARDENSVILLE
304876	SHEPHERDSTOWN
304877	MOUNT HOPE
304880	SUMMERSVILLE
304881	CHARLESTON
304882	NEW HAVEN
304886	FALLING WATERS
304893	PARKERSBURG
304895	LETART
304897	LOST RIVER
304908	KENOVA
304913	HUNTINGTON
304916	CHARLESTON
304925	CHARLESTON
304926	CHARLESTON
304927	SPENCER
304932	CHARLESTON
304935	ELKVIEW
304937	BUFFALO
304938	IAEGER
304941	CHARLESTON
304942	HUNTINGTON
304944	BERKELEY SPRINGS
304945	ST ALBANS
304947	PAW PAW
304949	BELLE
304954	CHARLESTON
304955	HUNTINGTON
304965	ELKVIEW
	BRADSHAW
304968	DUTCH RIDGE
304984	POCATALICO
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UU-1000	

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GPS Fleet Tracking Solutions for the Cingular GPRS Network

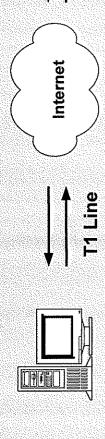
Data Burst Technologies, Inc. Cingular Wireless Certified Solutions Partner

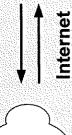
TRAK

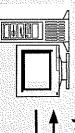
Data Burst Technologies

- solutions for commercial fleets of 5 to 500 vehicles; since 1995. Developer and provider of "industrial strength" GPS tracking
- The Company's sole business is automatic vehicle location and tracking solutions, using our patented iTRAK™ technology
- Combining the power of five solid technology building blocks:
 - Global Positioning System (GPS)
- iTRAK intelligent tracking module
- Cingular Wireless GPRS Network
- . The Internet
- NavView** mapping/reporting application
- ▷ All data is collected at Company's Network Operations Center in Colorado, and users log into their accounts via the Internet.
- The result is a real-time, electronic record of the current and historical activity of every vehicle in your fleet.

Vehicle Tracking with Cingular Wireless System Architecture

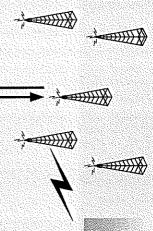




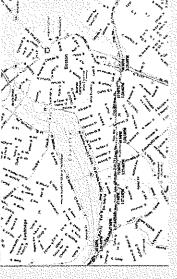


User's Local Computer with Internet Connection









Map View from User's Secure URL

ITRAKTM



Benefits of Tracking

- Find closest vehicle to respond to a service call; Ensure drivers use best routing
- Better Customer Service/Customer Retention
- Locate customer shipments for callers wanting to know delivery status
- Driver Accountability
- Verify drivers are where they are supposed to be, when they are supposed to be
- Reduction in Unauthorized Vehicle Use A
- Eliminate personal use of take home vehicles; Eliminate moonlighting drivers
- Decrease in Speed/Increase in Personnel Safety
- Reward good drivers for compliance with company policies and traffic laws
- Complete Fleet Activity Reporting
- View, print, or save reports at any time



TRAK

TRAK GPRS

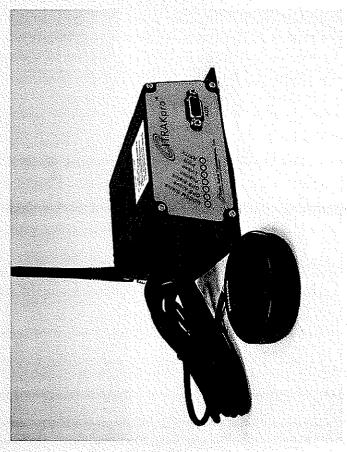
The iTRAK GPRS consists of four main components, housed in a rugged "black box" enclosure:

↑ 12-channel GPS Receiver – best available
 WAAS technology, with position accuracy of
 ± 10 feet; includes external antenna.

Enfora Spider Modem – SIM-based GPRS transceiver for Cingular network; includes cellular antenna.

iTRAK Intelligent Tracking Module – microcomputer that manages GPS data and controls transmission intervals; stores more than 2,000 positions when the modem is out of cellular coverage or disconnected.

sensors for industry-specific activities (ignition on/off, doors open/closed, PTO engaged, etc.); also has 3 outputs that can serve as remote triggers.



Naview Server for Itrak

File Report next and the second secon	- 15 lich	11 Stopped 11:47:46 AM ASSISTANCE	15 Stopped 24.70.00 Pm 2 Stopped 24.70.00 Pm 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Stopped 4:00:00 Pm 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 2 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 Created on: Sep 29, 2005 11:00.20 AM ForVehicle: TK16 Created on: Sep 29, 2005 11:00.20 AM Created on: Sep 29, 2005 11:00.2	21 Stopped 22 Stopped 23 Stopped 24 Stopped 26 Stopped 27 Stopped 28 Stopped 27 Stopped 28 Stopped 29 Stopped 29 Stopped 20 Stopped 20 Stopped 20 Stopped	Activity Detailed Stops Summary 12 7 1235;14 AN 09-29-2005	18 14 612.52 AM 09-29-2005 61.0 T-80, Tebeva, N. 107512 (infinite of 19 15 8112.52 AM 09-29-2005 61.0 53, Wayne, N. 07470 (infinite of 19 16 10.05) Surimery OverSpeed 62.1 SR-23, Wayne, N. 07470
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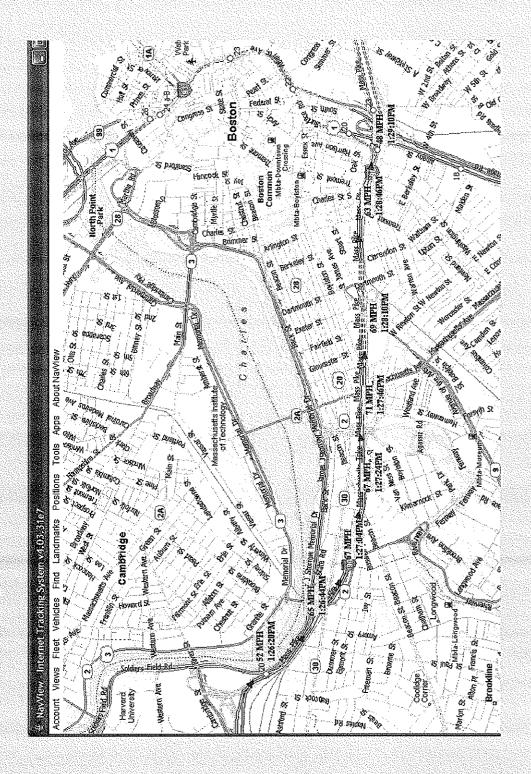
Features of Navigew Server

- Redundant server configuration with 7x24 monitoring
- Java-based application
- Real-time U.S. Maps from Microsoft MapPoint.NET, updated quarterly
- Secure log-in access for unlimited number of users
- Customizable vehicle icons
- Vehicle information displayed/recorded
- Vehicle Name (and Alias)
- Time/Date of Last Position
 - Speed/Direction
- Status of Optional Sensors
- All positions translated into closest street address or user-definable landmarks for key locations
- Automatic centering and following
 Configurable breadcrumb trails with or without information labels

- Event-based reporting: high data granularity and low bandwidth
- Distance traveled (default=1 mile)
- Vehicle stopped (default=2 minutes)
- Vehicle starts moving (default=5 MPH)
- Real-time fleet status table
- Single-vehicle or fleet-wide reports
 - Summary ReportsException Reports
- Geo-fencing sends alert when vehicle arrives/departs predefined locations
- Multiple zoom features
- Zoom in, far-in, out, far out; "fleet view"
- Zoom by drawing box with mouse
- Stored map views
- Vehicle location on demand (polling)
- Delivery confirmation by server ensures no lost data
- Third-party Application Interface provided to customers and partners



Showing Time & Speed Information



Standard Displays/Reports

- Real-time Map Shows vehicles of interest (with or without breadcrumb trail) on full-screen map that can be re-scaled, re-centered
- Fleet Status Display Real-time, tabular view of all vehicles in fleet, color-coded to indicate active, inactive, moving, stopped, etc.

- Activity Report Simple summary of your fleet's activities, by vehicle, by group, or for the entire fleet—by month or specified time period
- Detailed Comprehensive report including all data recorded for specified vehicles: date/time/speed/direction/optional sensors
- Mileage Record of the total mileage traveled by each vehicle A
- State Records when vehicle enters or leaves any state or province, and calculates total time and mileage in each state/province

V Exception Reports

- Overspeed Lists speed, date, time, and location where recorded vehicle speed was in excess of set value (defined at time of report)
- Stop Listing of each stop of over 2 minutes (configurable), along with the time, duration, and location where it occurred
- Landmark Shows date and time that vehicle arrived and departed any location that has been defined as a "landmark"
- Sensor Activity Indicates whether optional sensors were trigged, showing time and location of trigger



TRAK

Dynamic Fleet Status Display

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+Distance is estimated usi	bed using av	ailable GPS positions	s, and may vary fro	ng available GPS positions, and may vary from actual odometer readings.
Activity Detailed Stops	Summary (Summary OverSpeed State Landmark	Landmark	
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Vehicle Activity Report

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09-02-2009 FM 6193221 AA 1146131 DR 15111350 1 B 94 01112134 11 00116139 10146139 41 41 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	the Month the V	Week	Time	Time	Worked	Driven	Driving	Stops	Length	Stopped	Points	Speed	Traveled
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Reference Stories

Varh Georgia Brick

- Distribute brick and stone products
- 48 iTRAKpro tracking units installed in delivery trucks
- Wanted to reduce delivery times and increase number of loads

Wichigan Department of Transportation

- Operate more than two dozen "Good Samaritan" courtesy patrol vehicles in greater Detroit area
 - Needed more efficient method of dispatching patrol vehicles
- Demanded cost-effective vehicle hardware and data archive

V ABC Disposal Service

- > Haul and recycle waste with 56 trucks in New Bedford, Mass.
- Needed better control over drivers and vehicles
- Objective was to track vehicles in real time for better dispatching



Installation and Start-up

Activate Cinqular Data Service

required serial numbers and configuration data; SIM card for iTRAK device Data Burst has online access to the Cingular activation, and will enter all usually activated within 2-3 days.

V Ship and Install ITRAK GPRS Wodem

- Install "black box" in vehicle (under seat or behind dashboard).
- Mount GPS antenna in location with clear sky view, and connect cable to iTRAK.
- Mount cellular antenna and connect cable to ITRAK (can be permanent, glass mount, magnetic mount, or rubber duck).

V Configure Navview GPS Tracking Service

account is set up on NavView Server in accordance with customer's request. Customer sends completed "activation form" to Data Burst, and tracking

V Deiver User Training

Data Burst delivers orientation to customer's administrative and technical teams by phone and/or Web seminar, and provides technical support contact info.



Thank Vous

or to request an ITRAK proposal, contact your For more information on GPS Fleet Tracking, Cingular Wireless account manager or

Data Burst Technologies, Inc.

Woodland Park, Colorado Tel: 719-686-1998 Toll-free: 1-866-MYiTRAK

info@databurst.com

Latitude: +039.01433 Longitude: -105.06445 Altitude: 8311.29 feet



StreetSmart™ from Synovia

Synovia will provide an Automatic Vehicle Location (AVL) solution utilizing Global Positioning System (GPS) technology for the state of West Virginia school bus fleets. Synovia has worked specifically with school districts for four years and has designed its GPS systems with student safety as the highest priority. Synovia offers a complete and end-to-end system which allows districts to track school buses and students in real-time. The system can also be customized to meet the needs of public works, police, emergency response, and other fleets.

Synovia's solution consists of four main components: hardware, communications, software, and support. The solution will serve three primary purposes:

- To provide districts the ability to better manage student accountability and provide increased security on all school buses.
- To provide districts the ability to offer better and quicker service to parents and the community regarding bus activity.
- To provide districts with increased efficiency and reduced operating costs.

Unlike other systems that rely on phone handsets and driver interaction, Synovia's streetSmart™ solution is completely automated and will provide maximum functionality when deployed to the West Virginia school bus fleets.

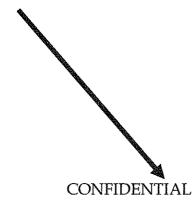
SYSTEM COMPONENTS

Hardware

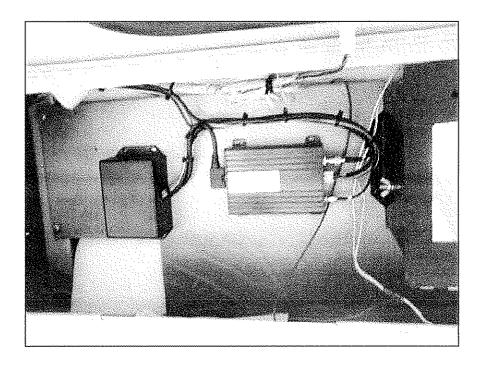
The GPS hardware is customizable based on each district's needs. The hardware is installed in the buses and will transmit data in real-time based on events and 30 second updates. Events are bus activities, such as:

- Engine on/off
- Bus stop times, locations, loading/unloading times
- Speed alerts based on pre-defined limits
- Excessive idle times based on pre-defined limits
- Exit door/window buzzer activation
- Driver call-button activation
- Chair lift activation for special ed buses
- Pre-trip inspection based on the above items
- Post trip inspection to check for sleeping children

Installed AVL-GPS Hardware Kit







Communications

The communications component of the solution will allow hardware to send all bus data directly to individual district networks in real-time. Synovia's communications modem uses the Cingular digital cellular network and is built directly into the AVL-GPS hardware.

Therefore, no driver interaction is required to locate any bus in real-time.

NOTE:

If buses go outside of Cingular coverage, data is automatically stored until they come back into range. Once back in coverage, the data is automatically sent to the district's server. There is no driver-interaction involved to retrieve stored data.

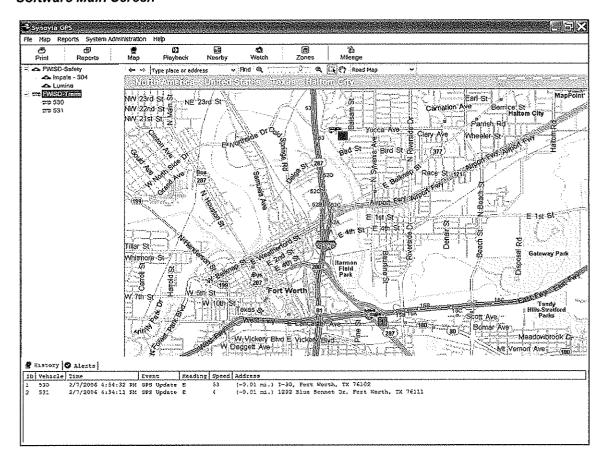
As a fail-safe, Synovia hardware can store up to 10,000 records per bus to provide a complete picture of the school bus routes.



<u>Software</u>

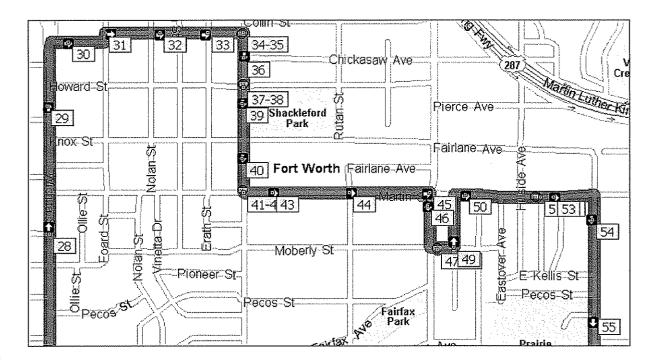
Synovia will provide its bus tracking software, streetSmart[™], to allow the district to plot data on Microsoft MapPoint maps and create user-defined summary reports. The software is designed with user-friendliness as a primary feature.

Software Main Screen



Mapping a Bus Route





The district will also be able to create reports related to route efficiency such as:

- o Route summaries with mileage and duration
- o Bus stop locations, times, durations
- School entry/exits times
- o Bus yard entry/exits with times and durations out of yard
- o Idle times and locations
- Speeding above a defined limit
- o Ignition on/off
- o Mileage and engine hours
- Exception alerts based on district criteria
- Additional input/output activity as required by the district



Bus Stop Report

Fort Worth Independent School District 530 Bus Stop Report 1/30/2006, 6:00 AM - 9:00 AM

530 Monday, January 30, 2006

<u>Start</u>	<u>End</u>	<u>Duration</u>	Address
7:28:32 am	7:28:45 am	00:00:13	3588 Cobblestone Dr., Fort Worth, TX 76140
7:34:32 am	7:34:49 am	00:00:17	3112 Jamestown Dr, Fort Worth, TX 76140
7:36:13 am	7:36:24 am	00:00:11	(~0.01 mi.) 6997 Maryhill Rd, Fort Worth, TX 76140
7:45:48 am	7:46:00 am	00:00:12	3592 Collin St, Fort Worth, TX 76119
7:46:46 am	7:47:07 am	00:00:21	(~0.01 mi.) 4593 Shackleford St, Fort Worth, TX 76119
7:48:25 am	7:48:52 am	00:00:27	4794 Shackleford St, Fort Worth, TX 76119
7:51:14 am	7:51:30 am	00:00:16	(~0.01 mi.) 4238 Moberly St, Fort Worth, TX 76119
7:52:57 am	7:53:12 am	00:00:15	4410 Martin St, Fort Worth, TX 76119
7:59:19 am	7:59:34 am	00:00:15	(~0.01 mi.) 3799 Horton Rd, Fort Worth, TX 76119
8:02:03 am	8:02:24 am	00:00:21	5204 Shackleford St, Fort Worth, TX 76119
8:04:11 am	8:04:29 am	00:00:18	5102 Dorman St, Fort Worth, TX 76119
8:10:32 am	8:10:51 am	00:00:19	4594 Alamosa St, Fort Worth, TX 76119
8:14:28 am	8:14:41 am	00:00:13	1311 E Broadus St, Fort Worth, TX 76115
8:27:45 am	8:27:49 am	00:00:04	(~0.01 mi.) 1115 W Cannon St, Fort Worth, TX 76104
8:53:41 am	8:53:59 am	00:00:18	539 Burton Hill Rd, Fort Worth, TX 76114

Bus Stop Summary

Number of Stops: 15 Average Duration: 00:00:16

powered by 😂 synovia



StreetSmart™ also offers dispatch tools such as:

- o Immediate location of bus or entire fleet
- Map nearest ten buses to a another bus, zone (school) or address
- o Bus Yard Monitor to review in/out status and daily on-time performance
- o Route playback of user-defined bus events such as stops

Routing/Scheduling Integration:

Synovia has worked with numerous routing providers for over three years, and can provide integration services for any major school transportation software.

<u>Support</u>

Synovia also provides a support, license and maintenance package with the GPS system. The following is included in the support package:

- o License and software maintenance for the server and 5 PCs per district
- Yearly software upgrades
- GPS Hardware troubleshooting support
- Unlimited phone/email support (M-F, 8AM-6PM EST)



CINGULAR MAKES BUSINESS RUN BETTER

Case Study

Tippecanoe School Corporation

Cingular Wireless Drives Improvements in School Bus Management, Safety and Efficiency

District Fleet Uses Global Positioning to Boost Local Capabilities.

When the public gained access to GPS capabilities a few years ago, Phil Mugg saw an enormous opportunity. As the Director of the Tippecanoe School Corporation, he is the person ultimately responsible for the safe and efficient delivery of the community's most precious cargo – its children. In GPS, he saw a way to significantly improve safety, accountability and system efficiency throughout his district's school bus fleet.

Tippecanoe School District is home to 17 schools spanning 430 square miles in Indiana. A fleet of 134 buses is necessary to service the needs of the district, which has grown by 300 students a year over the past five years. Given its size and growth, the district faced a challenge: How could it cost-effectively transmit GPS data from its vast fleet to a central location where it could all be managed? That's where Cingular Wireless came in.

From GPS Data to GPRS Wireless Delivery in Seconds.

After thorough research, the district found that only Cingular Wireless could deliver the coverage and the data capabilities it was looking for – now and well into the future. What's more, Cingular was able to work with a team of hardware and software providers like Synovia Corporation to develop a customized data solution to fit the unique requirements of the district.

Once they received all the equipment, the district was able to complete the installation themselves in just 3–4 weeks. Every bus in the fleet is now equipped with a GPS unit with a built-in wide-area wireless modem that transmits data to the district over Cingular's GPRS wireless data network. The system is completely automated and gives managers real-time data such as bus speed and location. It also gives them important vehicle information, including engine on/off times. "It has enhanced our fleet-management capabilities tremendously," says Mr. Mugg.

Company:

Tippecanoe School Corporation

Industry:

Transportation

Challenges:

- Manage 134-bus fleet
- Service 430-square-mile school district
- Reduce emergency-response times
- Contain labor, liability and fleet-management costs
- Integrate GPS and wide-area wireless capabilities

Results:

- Gained real-time bus tracking capabilities
- Brought about faster response to emergencies
- Vastly improved route management
- Reduced labor costs
- Expanded communications coverage beyond private radio
- Simplified fleet-maintenance procedures
- Increased legal liability safeguards

APPLICATIONS

THE BROADEST AND DEEPEST PORTFOLIO OF WIRELESS BUSINESS SOLUTIONS.





No More Guessing or Estimating.

The district can now track the location of buses and accurately monitor pick-up and drop-off times. This has not only simplified day-to-day fleet management, it has also increased safety and improved efficiencies. As they prepare for coming school years, managers can utilize the system's centralized history of operations to help them develop more efficient routes and schedule stops more effectively. Even payroll procedures can be streamlined because driver time can be calculated according to the exact time the engine was turned on and off.

Service managers can eliminate guesswork, too. The system automatically records how many miles each bus in the fleet has traveled, giving managers an invaluable resource for preventing breakdowns and premature equipment failures. This has further enhanced the safety of operations.

Unexpected Benefits.

Although the solution was originally chosen to provide better service to the community, real-time wireless data access has yielded several unexpected benefits, such as the ability to track service calls and protect against false accident claims. The biggest unforeseen benefit, however, has been how it's helped deal with emergency situations. "The logistics before were kind of mind

boggling. With GPS, I can just draw a geo-fence around an area, and it will instantly tell me what buses are in that vicinity at that point in time ... It really enhances our ability to react to situations like breakdowns, accidents and criminal activity and immediately communicate information to whomever needs to know," explains Phil Mugg.

Impressive Results.

After just one school year serving the needs of Tippecanoe School District, Cingular Wireless capabilities have:

- Improved community service. The
 district has been able to respond
 quickly and accurately to parent
 claims with detailed information
 about pick-up and drop-off times, as
 well as location of buses even
 when they travel outside the district
 on field trips, for sports events, etc.
- Simplified route management.
 Operations managers can use the backlog of data to more effectively plan routes, compare route delays from season to season, add stops and build schedules.
- Increased safety. District managers
 have substantially improved their
 ability to monitor buses and respond
 to emergencies. Plus, automation
 has improved maintenance
 procedures, reducing the potential
 for breakdowns and accidents.
- Reduced labor costs. Despite adding three routes over the year, the district estimates that



"It really enhances our ability to react to situations like breakdowns, accidents and criminal activity and immediately communicate information to whomever needs to know."

Phil Mugg

Director

Tippecanoe School Corporation



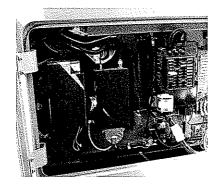


- actual payroll has been reduced by \$80 a day. Moreover, the Tippecanoe School Corporation believes payroll efficiencies will help the district reduce the actual payout of hourly pay by 15-20 minutes a day, throughout the entire staff.
- Improved legal safeguards. Thanks to the backup data collected from GPS via the Cingular network, the district can maintain a factual record of bus speed, track whether safety stop arms were activated, and add additional customized features as it feels necessary. Key data has already proven valuable in protecting against frivolous lawsuits, moving violations and accusations of negligence.

Why Choose Cingular?

 Network. The new Cingular ALLOVER™ network is the largest digital wireless voice and data network in America. The ALLOVER network covers over 270 million people and is growing. The Cinqular EDGE network is the fastest national wireless data network, with average download speeds of 135 kbps.

- Expertise. Our people and our alliance providers know how to make wireless improve the way any business works. That's why 95 of the Fortune 100® and more than 80% of the Fortune 500® companies choose Cinqular for their wireless solutions.
- Applications. Our broad ecosystem of trusted market leaders, including enterprise software and middleware providers, system integrators, original equipment manufacturers and other solution providers, work as a team to provide you with applications specific to your industry.
- Service. Cingular provides dedicated account service solely to business customers with a team of wireless experts committed to facilitating an end-to-end solution.



"We chose Cingular Wireless because their coverage was better than other providers we were looking at. Plus, I credit them for being aggressive and using the initiative to come up with a system that was affordable."

Phil Muga

Director

Tippecanoe School Corporation

For more information or to learn more about Cingular solutions for your industry, visit www.cingular.com or call 1-866-429-7222.



IMPORTANT INFORMATION

Results and projected savings vary by agency, situation, and solution and are no guarantee of similar results for your agency. ROI estimates are provided for informational purposes only and results are not guaranteed. Eligible Cingular business/government agreement ("Business Agreement") required. Individual service agreements for end users may also be required. Service is subject to Business Agreement and/or individual service agreement, as applicable, plan brochure and coverage maps. Coverage not available in all areas. Activation on an eligible Cingular data plan on a compatible device required. Terms of service will vary based on selected devices and service plans. Additional fees, charges and restrictions apply. Contact your Cingular representative for further details.

A compatible device, third-party software, additional hardware, and/or subscription to a third-party service may also be required. Cingular does not sell, supply, install or support such software, hardware, or services, including any from Synovia Corporation. To view a list of Cingular certified solution providers, visit www.cingular.com/ and contact them directly for further details on a specific system. By using service you agree to abide by the terms and conditions of applicable software licenses. Failure to comply with such terms and conditions may result in service termination.

Fastest claim compares Cingular's measured speed of its EDGE network to other carriers' speed claims for their national data networks. Network speed is no indication of the speed at which your device sends or receives data. Actual speeds depend on distance from call site, network availability and traffic, device, applications, tasks, file size and other factors. Due to coverage and system limitations, service may not be accessible at all times. Availability, speed of delivery and timeliness of information is not guaranteed. When outside the Cingular network, access will be limited to information and applications previously downloaded to or resident on your device.

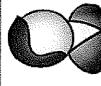
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X cingular raising the bar



Cingular and Microsoft Solutions

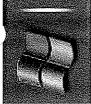


State of WV



ْ جُ) April 2006

Contacts



Office Mobile for Pocket PC











Outlook Mobile 1

- Phone numbers in emails linked to phone dialer
- Add email sender to contacts

1

Word Mobile 1

- View/edit text, charts, lists, bullets, headers
- Native Support of .doc, .dot., .rtf., and .txt files 10

Excel Mobile 1

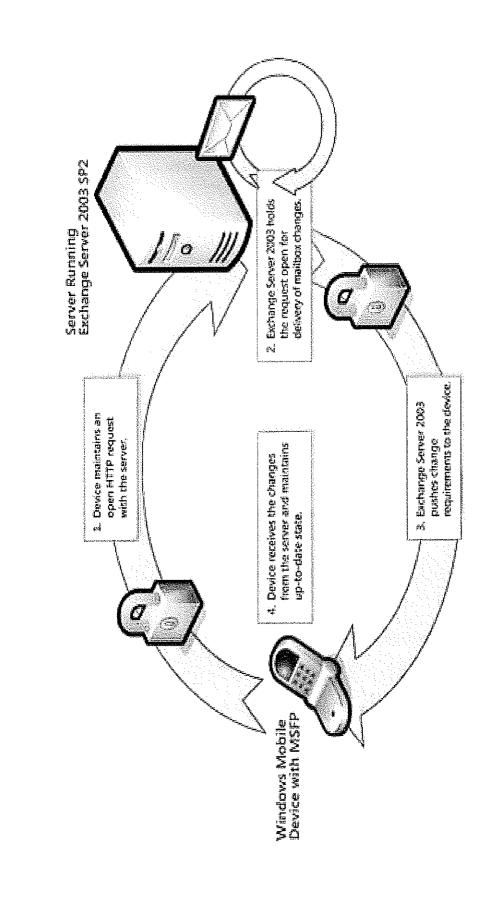
- View/edit/create charts 1
- (bar, column, pie, area, line and scatter) T)

PowerPoint Mobile 意

View PowerPoint files on the go – to review presentations- no edit 10)

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Hasselberg, Jones Panel discussion in Chicago next week Hello Chris - It looks like we will need you to join the panel
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discussion in
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at <u>425-555-0120</u> today or
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Enhanced Outlook Mobile

ілсесі Оппом імор Ехрегіелсе

Seamless Direct Push Technology

✓ Over-the-air tasks synchronization

✓ Over-the-air address book lookup

Reduced bandwidth

✓ Native S/MIME support

Remote policy enforcement

Eetter Profection of

Device Daka

Local wipe

Remote wipe

Client certificate authentication

Better Scalability and Cost-effectiveness

Integration with existing infrastructure

✓ No additional software or subscriptions

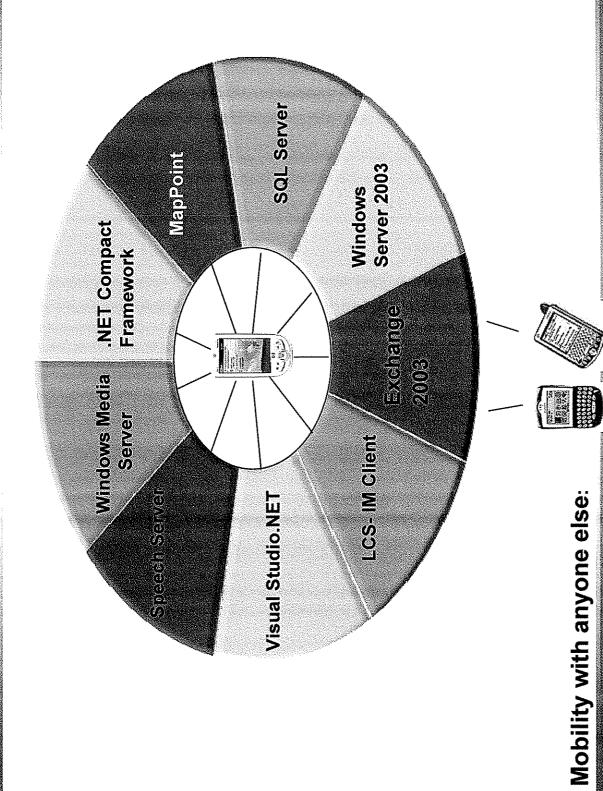
Same management tools IT uses today

Scales with existing mobile services

Wicroson comacina

HUEULOIS/NE(ULLOINBLE

An Integrical End-to-End Solution



Windows Wobile Pariner Solutions



828 Technologies

Security Alerts- Voice Alert

TO HOLL OF THE STATE OF THE STA

Mobile Forms- eWalk



Live Video- Norick



- Professional Schools and Medical
- **IM- Live Communication Server**

Security Alerts by Edgewater



Voice Alert

Security Alerts to Campus

Shuttle Call before bus arrival

Check bus location on Map MapPoint 2005

Windows Server 2003

BusAlert Framework

Access

Sign up for notifications- alterations

Campus Safety, Sports, groups

Emergency VoiceAlerts by:

VOIP call to Phone

E-Mail

SMS Text message

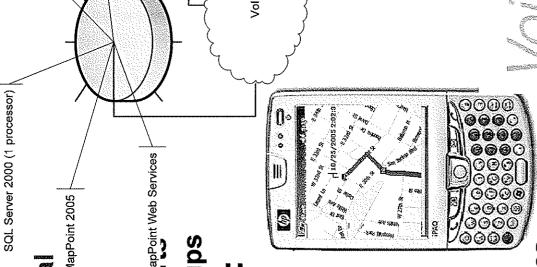
Self Service Portal sign up

www.schoolbusalert.com

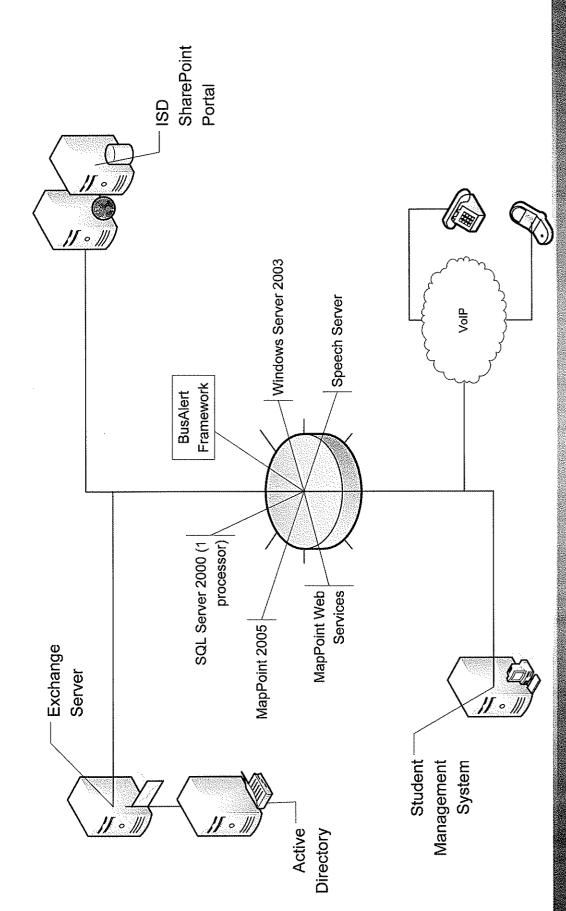
O Products:

MS: SQL Notification Services, Speech Server, Sharepoint,

MapPoint, MapPoint Web Services



Alert





Windows Mobile Version of Communicator

Key Pillars

- Secure, enterprise-grade IM available at anytime when on the move
- Optimized to run over various types of wireless networks
- Minimize the learning curve for Communicator users

1

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- Integrated seamlessly with Windows Mobile experience
 - Extensible platform for ISVs

Supported platforms

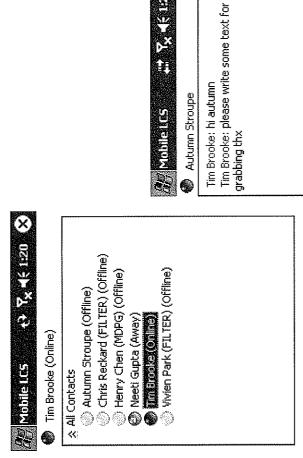
- Windows Mobile 2003 Second Edition
- Windows Mobile 5.0

Supported Devices

- Pocket PC (WIFI)
- Pocket PC Phone Edition
- Smartphone

Schedule

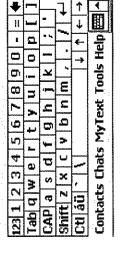
Spring 2006- No Cost for Mobile



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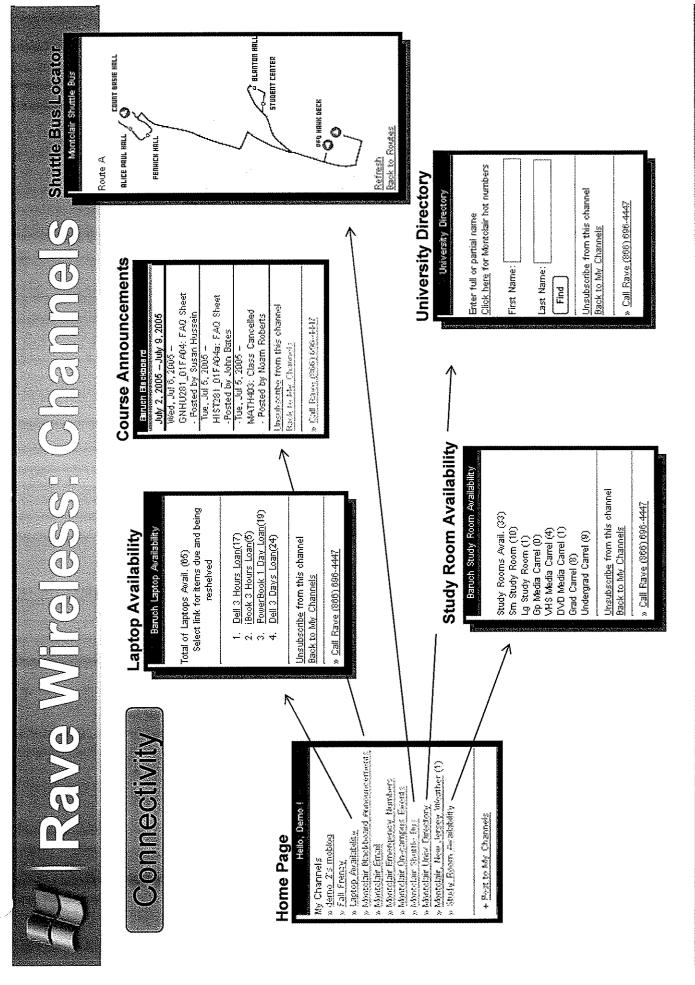
★ All Contacts

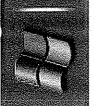
Send





Microsoft me





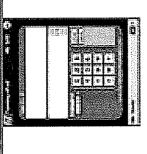
ncrease student interaction from an average of 40% to >95% In Class Response System by Turning Technology

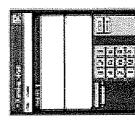
VPad Presenter User Input:

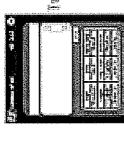
- Alphanumeric input.
- Ability to send a question or comment

to the instructor using text messaging.

- Operates on any wired or wireless IP based network.
- Host computer running TurningPoint.







-http://www.turningtechnologies.com/inputdevices_vpad₌htm⊩ Microsoft Confidential



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All standard TurningPoint functionality.

Supports fill-in-the-blank and essay type questions and participant response.

Key word search for assessing/ grading responses.

1 1

Question log via text messaging.

vPad Presenter VersionControl presentations from anywhere in the room through navigation functionality:

0

Move forward or backward in your presentation. 1

Jump to specific slides.

Add questions on-the-fly.

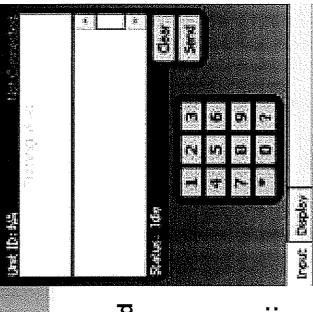
Cross tabulate current questions against previously polled questions.

View Participant Monitor.

VPad Participant Version

All Standard keypad functionality.

Text entry capabilities support fill-in-the blank and essay response. On-demand or event based text messaging before, during and/or after polling. Question submission through text messaging to presenter.



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File Tools Hep

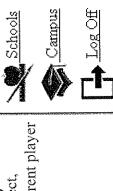


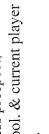
CyberSports Inc. NCAA Compliance

Access and UPDATE all your Recruit, Current players and high

school data using mobile technology

Access prospect, School. & current player









Mam | Listing | Comm | Bio | Pers | Family |

Main | Summary | Cancel | Log Out New Call: Candice Hobin

> Grad Vr. 2007 Pos. Rec: TB Rating:

/ 27 / 2006 Date Called: 03 Time Called: 6

> Email: candice@cyberspo **Phone:** 315-73\(\bar{3}\)-7150

Who Called: GA2 💌 Response:

Num Called: 315-7

Main | Summary | Select School

View School | Log Out

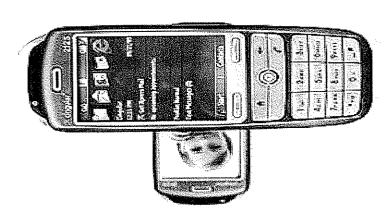
School: Candice Hobin

If you tap on a number the system Will auto dial and allow you to While on your mobile device

Record your call to that prospect

HS Name: Adlai Stevenson Hs 718-918-2700 HS Type: High School HS Phone:

718-792-7983 HS Fax: HS Addr: 1980 Lafayette Ave





Aggregate data for reports analysis export

Collect data using eWalk on handeld

walkthrough Lusing eWalk

on the web

media (x)ystems





- Easy to use and administer
- Web-based administration and reporting
- Offline PocketPC client allows true mobility
- Data quickly aggregated at site, district or state level
- Current paper-based forms can be converted to eWalk in minutes



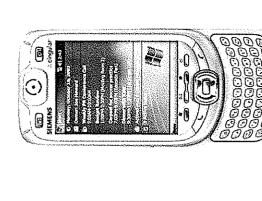
Net seference Info Providers

- ePocrates
- PEPID
- SkyScape
- AllScripts
- Gold Standard Multimedia
- HandheldMed.com
- John Hopkins
- MyDoktor
- Mercury MD
- Patient Keeper
- *** see ISV Spreadsheet for details

Visit: www.medicalpocketpc.com







Needs:

- Access crucial business Information
- E-Mail & Office Documents in a Mobile environment
- Minimize need for user Training
- Use Existing Infrastructure & implement in less than hour

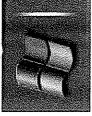
Solution:

- Exchange 2003, Active Sync
- Cinguar SX 66- customer size: 550

Benefit:

- Save \$10,000 over Blackberry Product
- Saved 120 hours per year in reduced maintenance and training
- 1

Case Study: http://www.microsoft.com/windowsmobile /business/success/default.mspx



Education Case Studies for Windows Mobile: http://www.microsoft.com/windowsmobile/business/success/education MSDX. D

Configure your Windows Mobile Device: http://www.microsoft.com/windowsmobile/resources/support/default.a E)

Web Casts, Whitepapers and Competition Comparisons http://www.microsoft.com/windowsmobile/business/default.mspx D

ROI Calculator for Windows Mobile:

http://www.windowsmobilestart.com/businessvalue/ContentPages/Wel come.aspx Windows Mobile: www.microsoft.com/windows mobile

Pocket PC Magazine: www.pocketpcmag.com E)

Several Student usage stories for Windows Mobile: 1

2005-<u>Inftp://www.pocketpcmag.com/</u> archives/jul05/

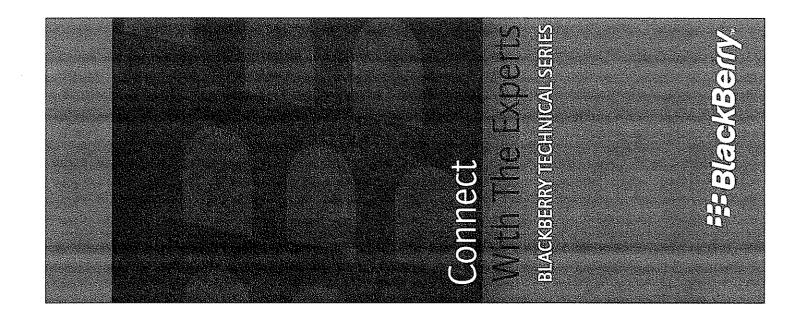
2004- http://www.pocketpcmag.com/ archives/sep04/



Your potential. Our passion."

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BlackBerry Enterprise Server V4.1 Preview



Black Berry Enterorise Serverv4.1

B SECTOSION

- Target Nilestones
- Core BlackBerry Enterprise Server IN changes
- Instant Messaging
- BlackBerry® NDS 14.1

BlackBerry Enterprise Server v4.1 Target Milestones

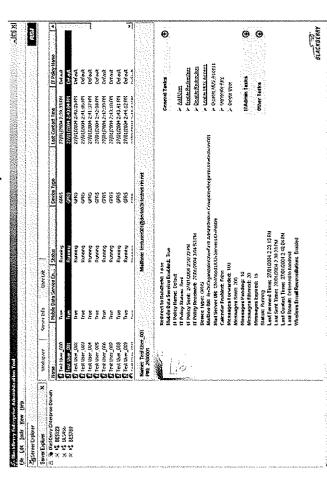
Nov 30/05	Sept 30/05	3lackBerry Enterprise Server v4.1
Release to Manufadturing	Beta Testing Begins	Software

- Easier to Manage and Support
- Exchange, IBM® Lotus® Domino® and Novell® GroupWise® based Improved Common Administration Console for all Microsoft® on the BlackBerry Enterprise Server vv4.0 for Domino UI
- Support for Multiple Administrator Roles
- **Group-based Administration**
- Support for DB2
- **Enterprise Instant Messaging**
- Mobile Data Service Enhancements
- Backend RSA integration with MDS for authentication
- Support for Mobile Web Services
- A Visual Design Tool for Forms-based Wireless Applications

A SIEGIOLES Common Administration Consols for All Platforms BISCKBOMM INTOLOUSS SONGIVELY

BlackBerry Manager

- Common interface for managing BlackBerry
- Leverage BlackBerry Manager Admin console for Domino, GroupWise and Exchange as well
- Last MMC Plug-in console will ship with BlackBerry Enterprise Server v4.1 to help with transition



Friest	Calendar Enabled	→ Insert All	Name	Meke First
Status — Status — Device Type — Lest Contact Time — IT Policy Name e original	IT Policy Received	7	-Mobile Data Service Enabled	-
ine Remove All — Last Contact Time — Last Contact Time ——IT Policy Name ——	—IT Policy Sent		Status	Move Up
Regnove All	—IT Policy Status		Device Type	Move Dawn
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Connect with the Experts

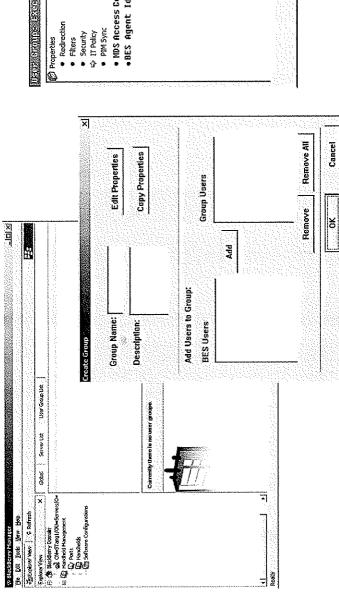
BLACKBERRY FECHNICAL SERIES

Role-based Administration

- Enterprise Server management functions for users Provides more granular access to BlackBerry such as Help Desk
- Role-Based Administration will allow IT Administrators to assign specific roles to a set of administrators. Those admins will have access to only applicable functions when they log in to the BlackBerry Manager

49 BlackBerry Manager	
File Edit Tools Yew Help	
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Explorer View	X Gobal Server List Rose Administration
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- S KPIKEYONG	Security Administrator Audit
	O Effectable Administrator 4
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्स्ति Software Configurations	9 Help Desk 2 20
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	4) Heto Desk 1 Awrit
	** These administrators can perform all tasks and after all properties for
	* Global BlackBerry application data. * Server/Services
	* Users

Ability to create groups of users to ease administrative tasks



If Policy Home The IT policy assigned to this group

Ability to assign properties and tasks to groups such as: IT Policies, Email filters, MDS Access Control, Redirection, PIM Sync, Send bulletins to groups, Auto signature, etc..

Benefits of Core BlackBerry Enterprise Server Features

- Easy management of user groups
- More secure administrator access
- Eliminate the possibility of junior staff catastrophic administrative errors
- duties, i.e. simple tasks can be assigned to lower Provides ability to lower costs by segregating cost help desk staff
- Lower the total cost of ownership of the BlackBerry Enterprise Solution TM

- Support for Hard Deletes (BlackBerry Enterprise Server for Exchange only)
- "Ctrl-del" in Outlook or move to PST file will delete message on the device
 - Feature is disabled by default
- Backup / restore of saved messages
- Saved messages backup in real time
- Restored at activation
- PIN to PIN and SMS message audit logs
- Address Lookup support for "Hosted BlackBerry Enterprise Server"
 - **Enterprise Device Authorization**
- SNMP Monitoring enhancements

Offerings based on 3 supported messaging / collaboration platforms.

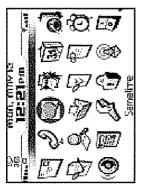
Enterprise Instant Messaging for:

- BM Sametime
- Windows Messenger / Live Communications Server 2005
- Novell Group Wise Messenger

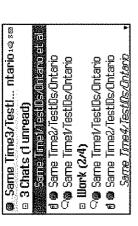
BlackBerry Messenger (BlackBerry Device Software v4.0.2)

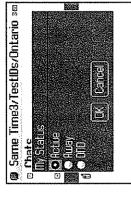
http://www.blackberry.com/messenger/entry.do

- Group Chat can be initiated and managed from the handheld device
- Presence indicates user is on a mobile device (away, busy, lunch etc.)
- Automatic presence management when out of coverage
- Buddy List is synchronized with the enterprise instant messaging server
- Alerts when team member(s) becomes available
- Distinct alert profile for instant messages
- Phone calls or browser sessions can be initiated directly from phone numbers or URLs imbedded in instant messages
- Client runs in the background and integrates with standard BlackBerry notification profiles



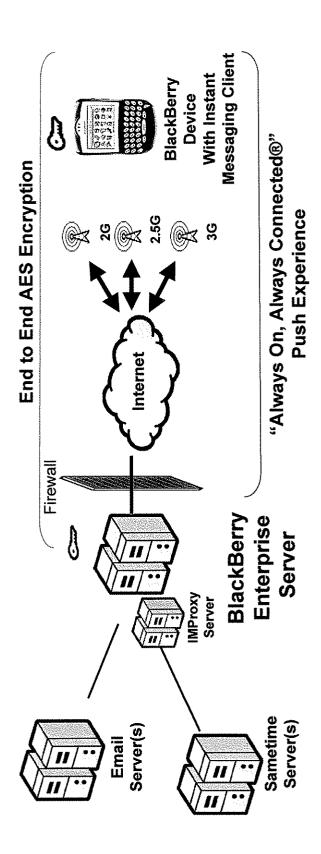






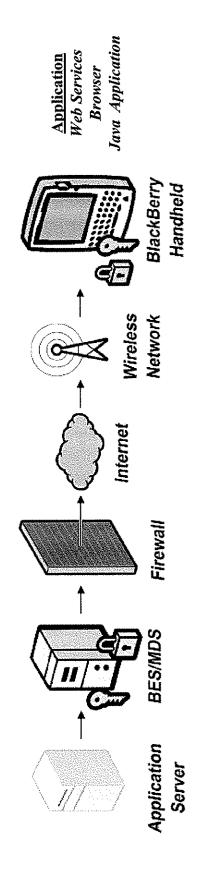
IM Architecture (Samethne Example)

- IM client pushed to BlackBerry device by BlackBerry Enterprise Server
- BlackBerry Enterprise Server connected to enterprise IM server that provides message auditing and controls enterprise access
- Makes use of AES encrypted transport



- Provide an environment to allow natural extension of enterprise applications to BlackBerry
- Allow the same connectivity methods as for any enterprise client/server interaction
- Thin cient or bortal
- Traditional client / server
- Web Services
- Provide common elements to simplify application development and deployment
- Security
- <u>C</u> C Q
- Administration

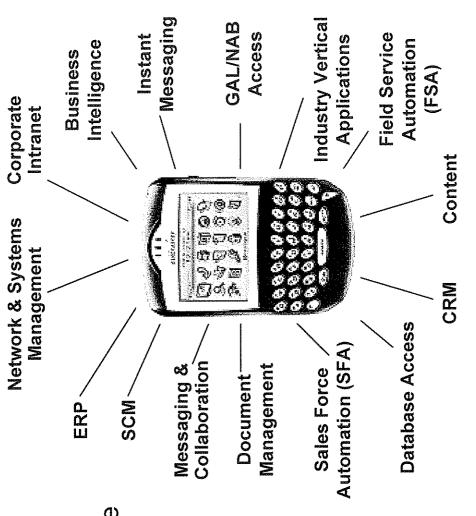
Going Beyond Email Mobile Data System



- MDS Bridges the gap between application and web servers and the wireless
- Provides a pipe between the BlackBerry device and BlackBerry Enterprise Server with advanced security features for application data
- Mobile Data Service v4.0
- Proxy URL exclusion list and increased access control
- Enhanced XML support (local parser, and enhanced compression)
- Mobile Data System v4.1
- Backend RSA integration with MDS for two factor authentication
- Support for Mobile Web Services
- A visual design tool for forms-based wireless applications

ANDERNOUS HE Extending BlackBaily Interprise Selver Mobile Data System

- 25,000+ corporate installations Gives SIs, ISVs and in-house
- rapidly supports wireless corporate developers an environment that data access
- Standard Protocol Connectivity (HTTP, HTTPs, TCP/IP)
- Standard Language Support (XML, XHTML, CHTML, HTML, WML)
- WEB Services Support (.NET and J2EE)
- High Data Security (3DES, AES, SSL/TLS)
- Reliable Data Push Support
- 1XRTT, iDEN, Mobitex, Datatac) Multi-Network Support (GPRS,
- MDS Studio, BlackBerry Browser™ or Java ME Client or applications



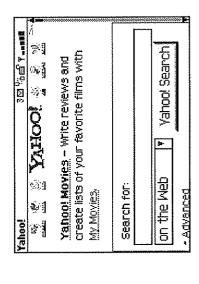
MDS v4.1 Major Features

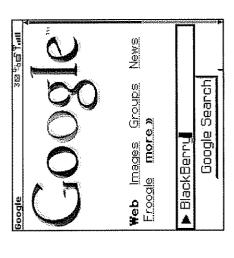
BlackBerry MDS v4.1

- BlackBerry MDS Studio, BlackBerry MDS Services and BlackBerry MDS Runtime
- Support for Web Services, .NET, Java EE and other standard corporate connectivity mechanisms
 - Technology Preview version available now
- 2-Factor Authentication
- RSA Securid token support
- Distributed Server Deployment
- Support for MDS installed on separate machine from BlackBerry Enterprise Server
- Droadcast Push
- Ability to push to a group
- Transcoder Enhancements
- Improved browser performance

BlackBerry Browser

- WML, cHTML, xHTML, and HTML rendering
- Supports corporate data access with advanced Service feature of the BlackBerry Enterprise security features through the Mobile Data Server
- Push pages to the browser cache or Home screen
- Wirelessly configure various settings using IT Policy
- BlackBerry Browser v4.0
- Java Script support
- Support for Cascading Style Sheets (Partial)
- Offline improvements (forms/request queuing)





Going Beyond Email Java Development Environment

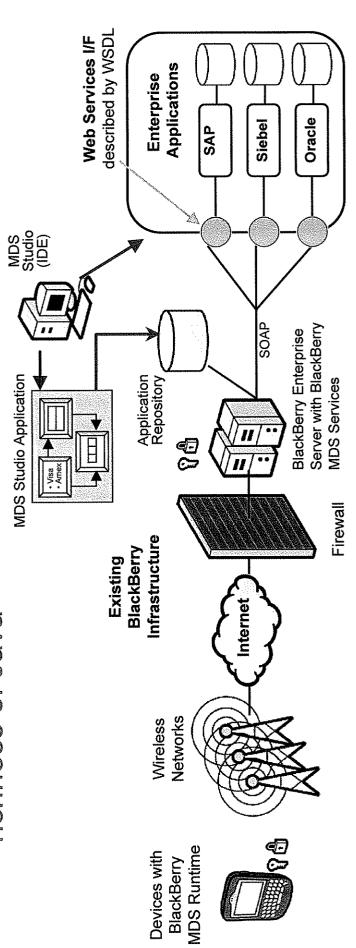
- Java-based operating system (Java ME)
- Adopted by most of the wireless handset vendors
- BlackBerry Java Development Environment (JDE)
- Provides the tools to design, test, simulate and build applications for BlackBerry
- Includes standard MIDP 2.0 APIs as well as BlackBerry specific Messaging, Browser, Phone and PIM APIs
- Full Standards Support including MIDP 2.0, CLDC 1.1, HTTP/HTTPS and XML
- Sun Certified Java Virtual Machine
- Research In Motion (RIM) is on many Java ME standards committe.
- Leverage millions of Java developers

Full client applications with secure access to corporate data

HEBIOKESTUK

MDS v4.1 — Extending Web Service Applications to BlackBerry

- MDS enhanced with a new development option to:
- Provide more rapid support for corporate applications
- Combines the simplicity of the browser with the feature richness of Java



Connect With The Experts

BLACKBERRY TECHNICAL SERIES

BlackBerry MDS Studio:

- A powerful visual tool for assembling BlackBerry MDS Applications
- Drag-and-drop component based methodology

BlackBerry MDS Runtime

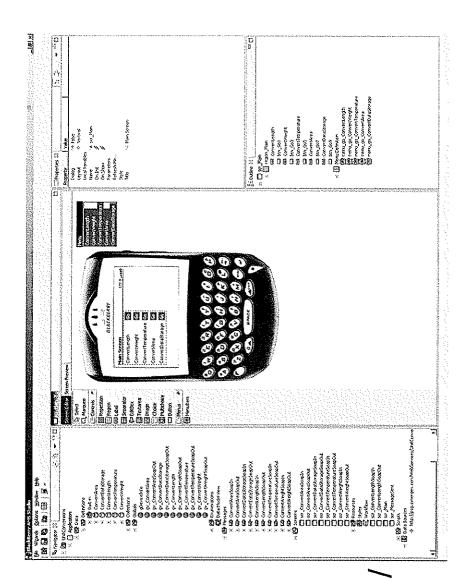
- BlackBerry device software component
- Provides runtime services to BlackBerry MDS Applications
- Manages the on-device application lifecycle, including deployment, execution and upgrade

BlackBerry MDS Services:

- Resides on the BlackBerry Enterprise Server
- Handles interaction between BlackBerry MDS Applications and back-end enterprise applications and systems
- Centrally manages BlackBerry MDS Applications and devices

MDS Studio — Key Concepts

- No programming/coding required
- assembled" from Applications are components
 - U Components
- Data Components
- Message Components
- Visual "drag and drop" approach
- Component relationships/ inks create workflow
- Optional JavaScript™



Optimized data transmission

- Minimize network traffic and costs
- Responsive application experience
- Maximize battery life

Small application footprint

- Maximize device storage available for user data

Support for off-line operation

- Local data storage and local processing capabilities
- Support for "push" delivery of application data
- All the great characteristics of BlackBerry available to custom enterprise applications

MDS v4.1 — Preview Program

1) MDS v4.1 Preview (WES - April 2005)

- Preview candidates selected during WES timeframe
- MDS v4.1 was made available for download from a preview web site after the event
- International availability once export permission granted

2) MDS v4.1 included with BlackBerry Enterprise Server v4.1 (November 2005)

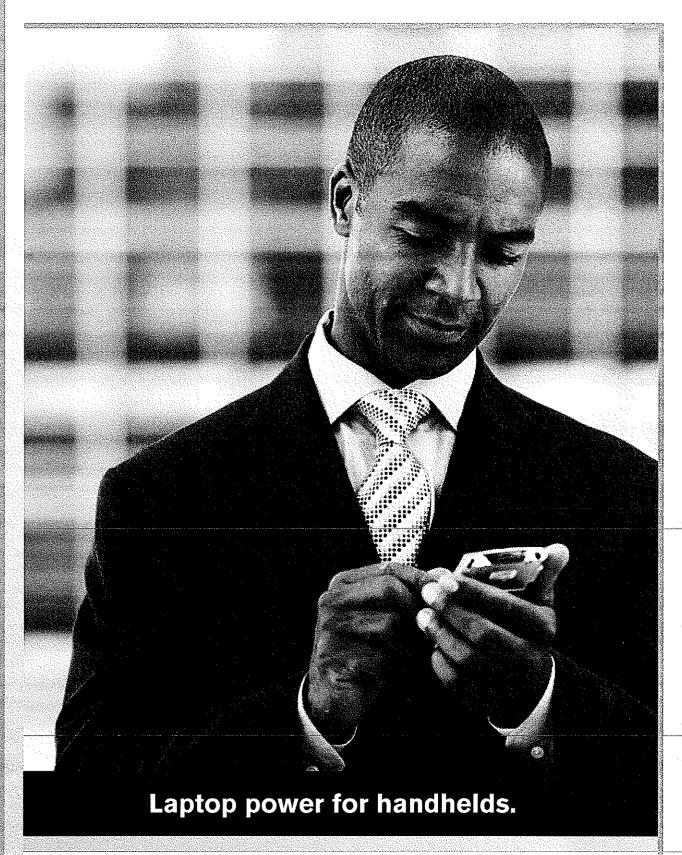
MDS v4.1 integrated with BlackBerry Enterprise Server v4.1 and available to all BlackBerry Enterprise Server customers

- MDS v4.1 provides the developer an additional option for developing an application
- Browser existing
- Client/Server existing
- Web Services New
- Web Services and Service Oriented Architecture are where enterprises are going
- Strategic imperative

Questions?

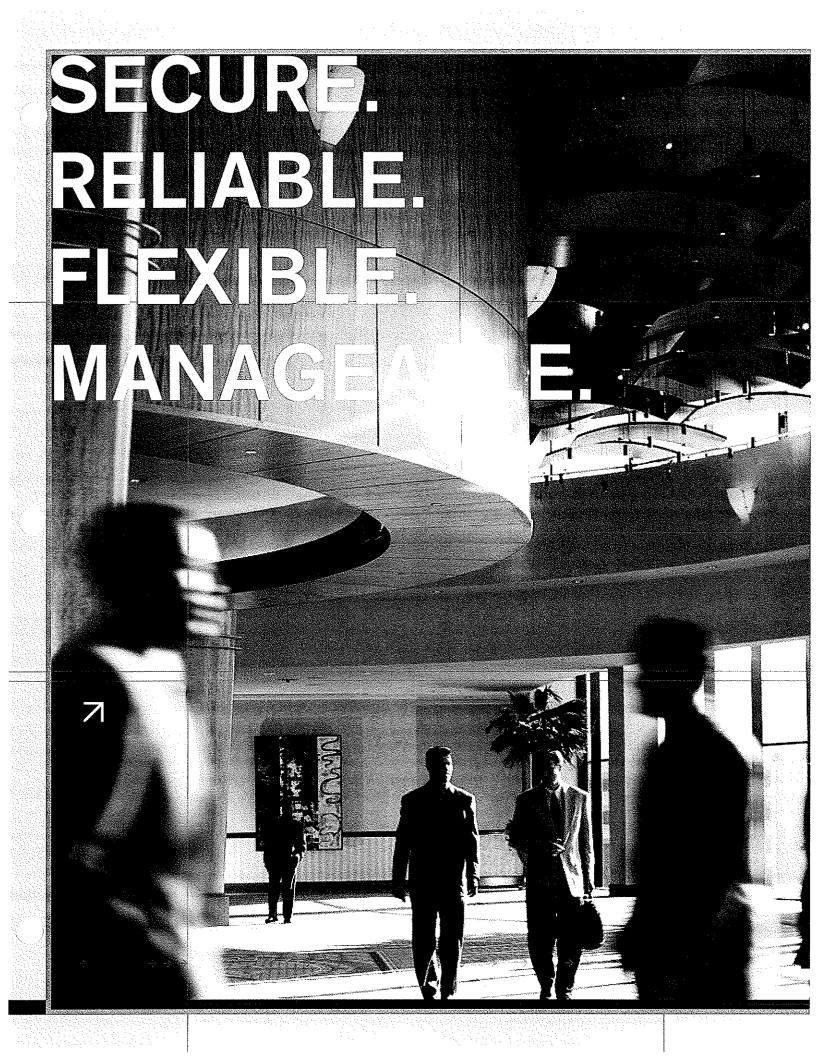
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BLACKBERRY TECHINICAL SERIES



Information at the point of business."





GoodLink

The ultimate in wireless corporate messaging.













/ Intro

Introducing GoodLink Enterprise Edition

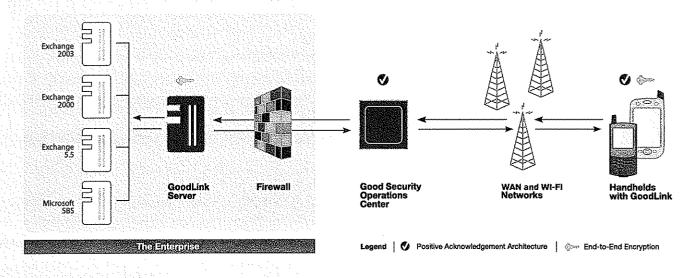
With business professionals spending more and more time on the road, IT organizations face growing demands for secure mobile access to corporate applications and data. Using GoodLink, IT administrators can provide mobile professionals up-to-date, reliable, wireless access to critical company information while ensuring the highest level of enterprise security. GoodLink works with multiple handhelds and carriers that support industry-standard operating systems, so customers have maximum flexibility and avoid vendor lock-in.

KEY BENEFITS AND CAPABILITIES

Support from Industry-Standard Handhelds

- Leading Handhelds and Platforms. GoodLink supports the palmOne[™] Treo[™] product family, as well as the Microsoft[®] Windows Mobile [™] Pocket PC and Windows Mobile Smartphone platforms.
- Consistent User Interface. A consistent, Outlook®-like experience across a range of handhelds speeds user adoption and minimizes training and support costs.
- Device-Level Integration. GoodLink offers unparalleled integration and testing at the handheld level to ensure that users get
 the best mobile messaging experience on a variety of handhelds which include features such as WAN and Wi-Fi network
 support, QWERTY and numeric keyboards, and bar code scanning, among others.
- End-to-End Encryption. Using the military-class Advanced Encryption Standard (AES) algorithm, GoodLink provides encryption of data all the way from the GoodLink server to the handheld.
- Remote Handheld Erase. If a device is lost or stolen, IT managers can use GoodLink to erase all data.
- Remote Password Management. IT managers can enforce password policies remotely.
- Role-Based Administration. GoodLink allows IT managers to customize IT permissions based on role, so that senior IT executives can retain global privileges while dispensing less sensitive permissions to other IT administrators or consultants.
- OTA (Over-the-Air) Management of Industry-Leading Security Software. Good now enables fast, cost-effective OTA distribution and management of corporate security policy updates, as well as all of the leading anti-virus, firewall, and mobile security software applications for Palm, Pocket PC, and Windows Mobile Smartphones.
- Compliance Manager. This optional, add-on module prevents GoodLink from installing or starting unless prerequisite applications are present on the handheld (e.g., virus protection software, attachment viewers, etc.).

The Good™ System Architecture



Secure OTA IT Management & Control

- Secure OTA GoodLink Deployment and Upgrade. IT managers can now deploy and upgrade GoodLink entirely OTA, allowing for zero IT touch and lower TCO in managing mobile handhelds.
- Secure OTA Mobile Software Management. Via OTA management, IT administrators can use GoodLink to install
 and manage thousands of mobile security, productivity, and other business applications available for the Palm and
 Windows Mobile Smartphones.
- Secure OTA Policy Management. GoodLink enables fast, cost-effective distribution and management of corporate policy updates, such as password policies.
- Improved End-User Benefits. Secure OTA allows for lower overall TCO, while ensuring that users are better supported and never have to be without a handheld during provisioning and upgrades.

Worldwide Coverage

- GoodLink Everywhere. IP Global Connect technology provides worldwide reach by enabling customers to run GoodLink on any GPRS or CDMA carrier, anywhere in the world.
- Improved Synchronization. Speeds real-time synchronization and eliminates the need to hit Send and Receive.
- Work Offline. GoodLink's offline capability lets users avoid or minimize carrier roaming charges by controlling when GoodLink synchronizes with the Exchange server.

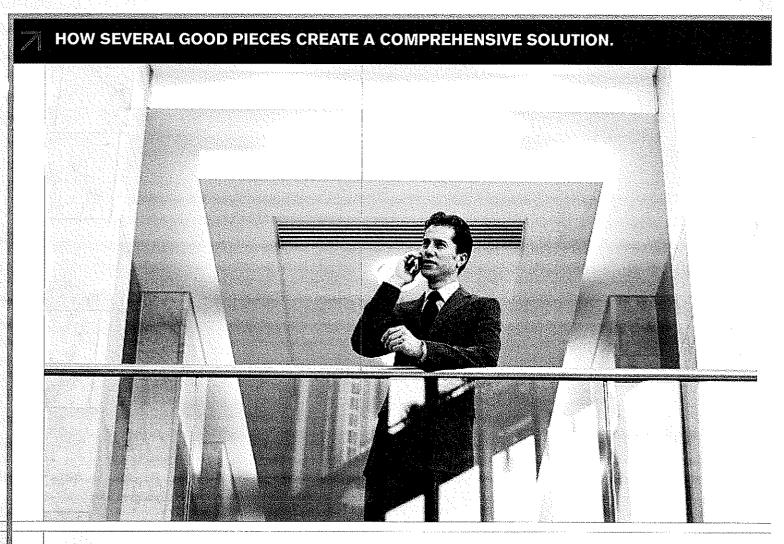
Leveraging Existing IT Investments

- Optimized Exchange Support. GoodLink was designed from the ground up to provide optimal integration for Microsoft Exchange, including Exchange 5.5, Exchange 2000, and Exchange 2003.
- Mobilizing Enterprise Systems. The Good System provides a secure, wireless infrastructure that can be utilized to wirelessly extend other mission-critical systems.

Direct Service and Support

- Premium 24/7 IT Support. Good Technology offers direct, around-the-clock support plans via phone, e-mail, and the Web for IT professionals who manage GoodLink.
- Professional Services. Onsite expert advice and consulting to optimize and customize large, corporate wireless solutions.





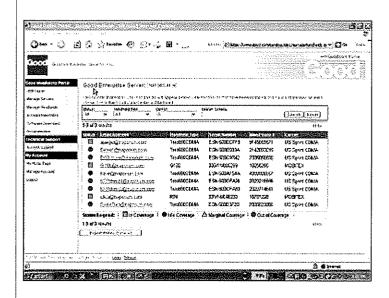
GoodLink Enterprise Edition

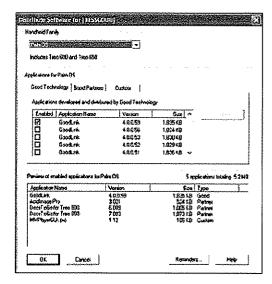
GoodLink is a standards-based, wireless messaging and corporate data access system that provides mobile field forces with a two-way, wireless-synchronized connection to Microsoft Exchange Server and other corporate data. GoodLink was built to support leading handhelds such as the Palm-based Treo, Windows Mobile Pocket PCs, and Windows Mobile Smartphones.

With patent-pending, true-push synchronization, the cradle-free system continuously synchronizes data between wireless handhelds and one or more data repositories behind the corporate firewall. Mobile professionals have instant access to their e-mail, contacts, calendar, tasks, and notes, as well as to rich attachments such as PowerPoint,* Word, Excel, TIFF, etc. And with GoodLink full background synchronization, users can truly multi-task, so sending meeting requests while downloading an attachment is an effortless process.

Good supports the best handhelds to suit users' needs, including Treo on Palm OS" and many different Windows Mobile Pocket PC handhelds—all of which feature a phone, Web browser, color screen, five-way navigation button, and many other laptop-like features. Many of these handhelds offer full QWERTY keyboards. Additionally, GoodLink now supports Windows Mobile Smartphones that offer a smaller form factor for users who prefer a small, phone-centric handheld.

The GoodLink Server offers AES and Triple-DES encryption with VeriSign® security and FIPS certification. One GoodLink Server can be installed to manage multiple networks, carriers, platforms, and handhelds.





GoodControl™

GoodControl provides IT managers with the centralized management and troubleshooting tools they need to manage a fleet of wireless handhelds. GoodControl consists of the following modules:

Good Management Console

The Good Management Console simplifies user and server administration by providing an integrated, centralized management console from which an administrator can set up and manage user handhelds.

Secure OTA Management

- Secure OTA Management. OTA provisioning, upgrading, and management of mobile software is built into the Good Management Console. Secure OTA gives IT managers the benefits of zero IT touch to achieve low TCO while also providing a better level of service for users. Secure OTA also allows users to effortlessly keep their mobile software up-to-date without ever having to take their handheld to IT.
- Role-Based Administration. IT managers can distribute management tasks across a hierarchy of administrators by using Role-Based Administration, which includes a set of roles with varying permissions for administering the GoodLink Server and users. By assigning appropriate roles to administrators, IT can better manage assets and increase security. Tight integration with Microsoft Management Console (MMC) ensures streamlined administration of users and servers.

Good Monitoring Portal

The Good Monitoring Portal is a Web-based monitoring system that allows administrators to manage GoodLink Servers and handhelds remotely. Administrators can access server and handheld status 24/7 including coverage history, hardware type, etc. With the Good Monitoring Portal, potential problems can be tracked and resolved before they become serious, IT managers can provide higher levels of service, and users get increased uptime.

What can Good Link do for you?

GoodLink Enterprise Edition Product Features

• Full Two-Way Synchronization with Microsoft Exchange

E-Mail Features

- Create, send, receive, view, delete, file, search, and sort e-mails
- View and forward rich attachments (Microsoft Office documents, JPEG, GIF, HTM, HTML, and PRC files)
- View e-mail via preview pane, single-line display, or two-line display
- Synchronize e-mail folders (Inbox, Sent Items, Deleted Items)
- Send e-mail using personal and corporate distribution lists
- Call sender directly from an e-mail
- Permanently delete e-mail from the handheld
- Automatically forward messages to folders (users can set up Outlook rules to forward messages automatically to folders other than Inbox), with notification of new messages
- Increase typing speed with Autotext (easily add words to Autotext list)
- Flag messages for follow up
- Compose multiple e-mails at once
- vCard/electronic business card download to contacts
- Offline mode to manually control e-mail synchronization

Calendar Features

- View, add, and edit appointments
- View day, week, and month calendar views
- Accept, decline, or respond tentatively to meeting requests and view conflicts
- Invite attendees from contacts or from Corporate History Address Book
- View appointments via preview pane

Contacts Features

- Add, edit, delete, and search contacts (including public, shared, and personal contact lists)
- Set special notifications for key contacts
- Find company contacts easily with Global Address List Lookup and Company History Address Book
- Integrated with phone caller ID
- · vCard download
- Two-line display

Tasks Features

View, add, edit, set priorities, mark completed, and set reminders for tasks

Notes Features

- View, add, and edit notes

Out-of-Office Assistant

Create modify activate and deactivate Out-of-Office notification from the handheld

On-Screen Alerts

- View the most recent messages, reminders, and appointments

Phone and Browser

- Dial phone from hot link in GoodLink application
- Automatic caller ID integrated with contacts
- Click on Web links in GoodLink applications and browser is launched

GoodLink Server

Continuous, Two-Way Wireless Synchronization

- Securit

- Protects data with end-to-end AES encryption
- Set global and individual policies
- Control installation of optional GoodLink applications
 Enforce security on the handheld
 - Define and enforce password policies
 - Remotely erase data on lost or stolen handheld
 - Automatically and wirelessly update encryption keys on handheld to increase security
- Certified by NIST with FIPS 140-2.
- Enables OTA deployment and management of leading security software
- Optional Compliance Manager ensures specified applications are present on the handheld before GoodLink is installed

OTA Management

- OTA GoodLink Deployment and Upgrade
- OTA Mobile Software Management
- OTA Policy Management

Administration and Management

- Use Role-Based Administration for delegation of administrative tasks
- Monitor servers and users with Good Monitoring Portal
- Set up, manage, and view statistics for users and servers
- Build self-service intranet Web pages to handle user activation without any IT involvement

Reliability

- Patent-pending compression technology for fast, efficient data delivery
- Reliable message delivery via the Positive Acknowledgement Architecture

Supported Platforms

Handhelds: Good supports a variety of enterprise-class industry standard handhelds across the Palm® (Treo 600 and Treo 650), Windows Mobile 2003 Pocket PC, Windows Mobile 2003 Smartphone, Windows Mobile 2005 Pocket PC, and Windows Mobile 2005 Smartphone operating systems. Symbian support is coming soon. As Good frequently adds support for new handhelds, please see http://www.good.com/ for the latest supported handhelds.

Networks: GPRS (with international roaming), CDMA 1xRTT, and Wi-Fi GoodLink Server: Support for Exchange 5.5, Exchange 2000, Exchange 2003, Microsoft Small Business Server, and Hosted Exchange Carriers: Global Connect technology allows operation across any CDMA or GPRS carrier worldwide. Certified carriers include:

North America

United States: Cingular Wireless, Sprint PCS, T-Mobile, Verizon Wireless, Triton Canada: Bell Mobility, Rogers Wireless

Europe

UK: Orange, O2, Vodafone France: Orange Germany, T-Mobile. Netherlands: KPN

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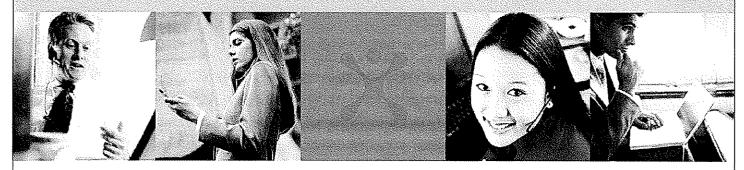
Good Technology, Inc.

For more information, please call 866 7 BE GOOD or visit www.good.com.



Cinqular EZBII

Michael China Chin



Managing Your Business' Wireless Billing Just Got Easier.

Billing made easy.

Introducing EZ-Bill by Cingular – the best way for business customers with one account in a single market to view and manage their business' wireless phone expenses. It's fast. It's simple. Best of all, EZ-Bill offers reports, custom query capabilities and other valuable tools to give you that all-important topline or detailed view of your business' wireless phone expenses.

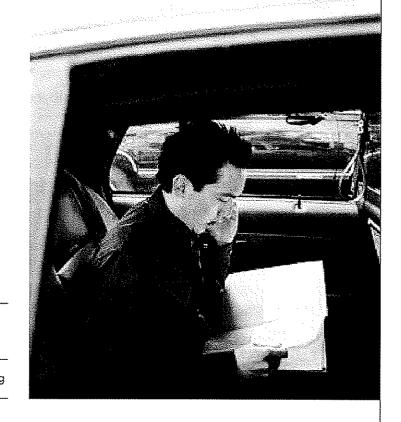
Your info, how you want it.

Use EZ-Bill's summary tools to get a more comprehensive, detailed account of your business' wireless bill. EZ-Bill's capabilities can be structured to suit your business needs.

Supervisors can view and manage wireless charges for departments/employees

Accounts payable managers and executives can get an overview of spending patterns

Employees can be authorized for individual bill viewing



it's that simple - and that versatile.

Cincular Examil

Secure access, efficient billing info and more.

No matter how you use it, EZ-Bill is full of special features and added security that make managing your business' wireless activity on the Web safer and easier than ever.

Log-in capabilities let employees view and analyze their own billing

Secure, protected information – meets high VeriSign™ Certification standards

Password protection keeps restricted areas secure

Popular reporting capabilities to assist in analyzing wireless usage

Summary and trended reports available

Full year of wireless billing history available

Ability to export data to Microsoft Excel[®] Microsoft Access[®] and more

Test it for yourself.

At our demo Web site, you can see how EZ-Bill works, review sample bills and more.

- 1. Go to https://www.ezbill.cingular.com
- 2. For a demo for AP managers or executives, enter:

User ID - demosu

Password: cingular

3. For an employee demo, enter:

User ID - demoeu

Password: cinqular



So why choose Cingular Wireless?

Nearly half of the Fortune® 1000 companies have chosen our powerful networks to provide voice and data solutions. No matter what your company's size, Cingular is committed to help successful people like you build successful businesses.

For more information about this convenient management tool, contact your Cingular sales representative.

Your Name Goes Here
Your Title Goes Here
Phone: XXX-XXX-XXXX
E-mail: YourEmailAddress@cingular.com



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CINCULAR WIRELESS MAKES BUSINESS RUN BETTER

Premier Corporate Platform

Procurement solutions for your business

Multiple options for your organization's wireless procurement.

Easy, customizable, and cost-effective.

Premier Corporate Platform offers three procurement solutions for employees of corporations and government agencies in which service and financial responsibility is established in the name of the business or agency.

Premier Corporate Web Site.

User-Friendly Web Site.

- Easy to use for ordering the latest devices and calling plans. Existing wireless numbers from other carriers can be ported in.
- New lines of service, upgrades and accessory-only purchases supported.
- Save shopping cart to allow users to save an order.
- Device categorization feature, which helps users identify their primary desired device feature (international capability, camera phone, etc.).

- Device comparison function so user can see side-by-side comparison of features.
- Coverage maps to quickly determine areas of coverage.

Cost Savings.

 Save through contracted discounts and Web-exclusive offers. Corporate discounts and other benefits are displayed on the site.

Customizable.

Customize your site to support
payment options, purchasing
selections, use of organization-defined
data fields and other preferences that
affect what employees can see and do
on your site. Examples of customization
include the ability to add messages
addressed to your employees, restrict
purchases to specific equipment
makes and models, rate plans,
accessories, features and more.

Simple Management Approval Option.

 Supports simple or complex order approval via e-mail requests.





THE BROADEST AND DEEPEST PORTFOLIO OF WIRELESS BUSINESS SOLUTIONS.



Online Order Tracking System.

 Track orders easily with access to realtime shipping status. Detailed order status is available for all order types.

Premier Corporate Integration.

Procurement Integration Solutions.

Cingular Premier provides an option to support integration of your thirdparty procurement software such as Ariba', or your in-house procurement system through open standard interfaces with no need to change your processes or systems.

Third-Party Procurement Integration.

Designed to align Cingular with your procurement processes, Premier's PunchOut integration solution reduces cycle times for ordering, approval and payment. It allows your organization to:

- Access a customer-specific, Cingular-hosted catalog.
- Configure and price Cingular services, equipment and accessories.
- · Create a purchase requisition.

- Submit an electronic purchase order to Cingular.
- Receive an acknowledgment regarding the specific purchase order.

Cingular is a Certified Ariba' Ready' supplier integrating through the Ariba Buyer Procurement solution via cXML PunchOut. Integration with other procurement solutions is planned through 2005.

Custom In-House Procurement Integration.

For organizations that have a custom procurement platform, Cingular Premier can support a custom XML interface for ordering wireless products. This method allows companies to continue to utilize their own procurement platform, but still take advantage of enhanced ordering, catalog and status functionality through a completely integrated solution.

To find out more about how Cingular's Premier solution can help your business, contact your Cingular Account Representative.





For more information please contact Your Name Goes Here Your Title Goes Here Phone: XXX-XXX-XXXX

E-mail: YourEmailAddress@cingular.com



IMPORTANT INFORMATION

For complete details about Cingular's Premier solution, please see your company's qualified business agreement with Cingular Wireless as it pertains to Premier, refer to printed and electronic materials further describing this product, or contact your Cingular Account Representative.

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Purchasing Division
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Request for Quotation

BETTY FRANCISCO 304-558-0468

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State of West Virginia Request for Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

BETTY FRANCISCO 304-558-0468

O6/13/2006 BID DPENING TIME 01:30PM OWNER DATE: U7/11/2006 BID DPENING TIME 01:30PM WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID. BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY MALL BE PARD TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UMPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER. BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL. UNDER PENALTY OF LAW FOR FALSE SWEARING (MEST VIRGINIA CODE 61-5-3). BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE (IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER MAD IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN MRITING IMPEDIATELY. BIDDER: NewCingular Wire CANADAD ADDRESS CHAMBES TO BE NOTED ABOVE WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR	DATEPR	NTED	T.	RMS OF SI	VE		IP VIA		Q.B.	FREIG	AT TERMS
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation CELPHOND 7.

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ADDRESS CORRESPONDENCE TO ATTENJON OF BETTY FRANCISCO 304-558-0468

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

RFQ COPY TYPE NAME/ADDRESS HERE

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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Request for Quotation

RFQ NUMBER

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ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

*709062035 304-389-1999 CINGULAR WIRELESS LLC 305 GREAT TEAYS BLVD DOOR 2

SCOTT DEPOT WV

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06/13/2006	INT
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BUYER:BETTY L. FRANCISCO - FILE 42	
RFQ. NO.:	
BID OPENING DATE:07/11/06	
BID OPENING TIME:1:30 P.M	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:	
CONTACT PERSON (PLEASE PRINT CLEARLY):	

***** THIS IS THE END OF RFQ CELPHONO7 ***** TOTAL:	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS	200000000000000000000000000000000000000
SEE REVERSE SIDE FOR TERMIS AND CONDITIONS SIGNATURE TELEPHONE DATE	
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REQ No.	•	47
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AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: New Cinqular Winz less National Accounts,	CLC DBA Ciguilar Is licelas
Authorized Signature:	. John vollers
No Debt Affidavit Revised 02/08/06	Date:

AGREEMENT ADDENDUM

WV-96 Rev. 5/94

In the event of conflict between this addendum and the agreement, this addendum shall control:

- ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the
 West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- 3. GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Pederal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- INTEREST Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law.
 All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislaure or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
- 9. STATUTE OF LIMITATION Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
- 10. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. ATTORNEY FEES. The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
- 12. ASSIGNMENT Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
- 13. LIMITATION OF LABILITY The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is mill and void to the extent that it precludes any action for injury to persons or for damages to personal property.
- 14. RIGHT TO TERMINATE Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
- 15. TERMINATION CHARGES Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is bereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
- 16. RENEWAL Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
- 17. INSURANCE Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
- 18. RIGHT TO NOTICE Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
- 19. ACCELERATION Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
- AMENDMENTS All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attendey General.

ACCEPTED BY: STATE OF WEST VIRGINIA	Company Name: New Congular National Accounts, LLC DEA Graphy
Spending Unit:	Company Name: 100001000 1001000 1001000 Wire 1665
Signed:	Signed: Noor Loo Canada
Title:	7/18/06
Date:	Date:

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State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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DATE PRINTED

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Cingular Wireless/ AT&T DJ Sigman Government Solutions Group 305 Great Teays Blvd - Door 2 Scott Depot, WV 25560

BETTY FRANCISCO 304-558-0468

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER

F.O.B.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ADDRESS CORRESPONDENCE TO ATTENTION OF:

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DATE PRINTED

State of West Virginia Department of Administration
Purchasing Division
2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

TERMS OF SALE

Request for Quotation

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PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

Cingular Wireless/ AT&T DJ Sigman Government Solutions Group 305 Great Teays Blvd - Door 2 Scott Depot, WV 25560

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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETTY FRANCISCO 304-558-0468

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State of West Virginia
Department of Administration
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2019 Washington Street East
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TERMS OF SALE

Request for Quotation

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Cingular Wireless/ AT&T DJ Sigman Government Solutions Group 305 Great Teays Blvd - Door 2 Scott Depot, WV 25560

ALL STATE AGENCIES
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