

AMERICAN CELLULAR CORPORATION

a corporate affiliate of Dobson Cellular Systems, Inc.

d/b/a

CELLULAR ONE

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Responses to:

RFQ - CELPHON07

Statewide Cellular Telephone Contracts

Submitted to:

State of West Virginia

July 24, 2006

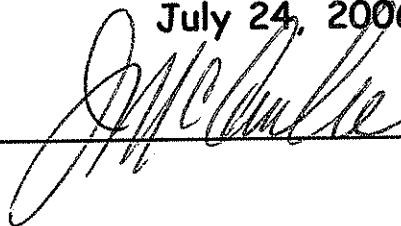


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American Cellular Corporation's ("ACC") Responses follow the
State of West Virginia's RFQ Requirements in Black and
appear in Red Bold Type

Section I Coverage

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 (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". Roaming is defined as the 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.

The Rate Plans submitted and are a part of this Response provided, with the exception of the Unlimited Plan and Nationwide Coverage. The Unlimited Plan provides Unlimited Coverage in West Virginia and the surrounding, bordering states of Ohio, Pennsylvania, Kentucky, Virginia, and Maryland.

Maps are attached - ACC provides voice and data service in all of it's FCC licensed areas.

3.1.2 Vendor(s) shall submit the cities or towns, including area code and exchange, along with the NPA-NNX, within West Virginia's entire "home area" for which they can provide local telephone numbers.

ACC doing business as Cellular One is FCC licensed to provide cellular service (Voice and Data) in the following counties:

Monongalia
Marion
Harrison
Preston
Taylor
Barbour
Wetzel
Tyler
Pleasants
Doddridge
Ritchie
Gilmer
Lewis
Mineral

ACC provides local telephone numbers (NPA-NNX) for the following cities or towns; this includes both Digital Voice and Data Services:

Belmont	WV	304	305	0000-9999
New Martinsville	WV	304	771	0000-6999
New Martinsville	WV	304	771	8000-9999
St. Marys	WV	304	299	0000-4999

St. Marys	WV	304	299	7000-7999
St. Marys	WV	304	299	9000-9999
West Union	WV	304	871	0000-9999
Weston	WV	304	517	3000-3999
Cheat Lake	WV	304	777	0000-0999
Clarksburg	WV	304	203	0000-8999
Clarksburg	WV	304	641	0000-9999
Clarksburg	WV	304	476	0000-9999
Fairmont	WV	304	534	0000-0999
Morgantown	WV	304	216	0000-9999
Morgantown	WV	304	276	0000-9999
Morgantown	WV	304	282	0000-9999
Morgantown	WV	304	376	0000-5999
Morgantown	WV	304	376	7000-7999
Morgantown	WV	304	376	9000-9999
Ridgeley	WV	304	303	0000-0999

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.

Section II Voice and Data: Technical Specifications: Hardware and Software

FUNCTIONAL SPECIFICATIONS/REQUIREMENTS

3.2 VOICE – MANDATORY FEATURES

Note: Miscellaneous costs requested in this section shall be included 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.

The State of West Virginia may choose either the LG 1500 or Nokia 6030 GSM Cellular Handsets at "No Additional Cost". Depending on the needs of the State and availability, we may introduce additional "No Cost Handsets" during the life of this contract.

3.2.2 Where possible, vendor(s) shall be responsible for any re-programming 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.

Handset Reprogramming cannot be performed by GSM service providers. The primary type of Digital Cellular Phone Network used throughout most of the world outside the United States is GSM which stands for Global System for Mobile Communications. Handset reprogramming cannot be by any GSM service providers because the service operates on a digital chip linked to a specific carrier. The State of West will be issued GSM Handsets at no additional cost upon the start of ACC GSM services.

All current cellular numbers may be kept if the numbers fall into a Cellular One rate center location. New GSM Handsets will be delivered to the State End User. The End User may carry both the new and old units until service is switched over to the new GSM phone. The time frame for total switch over will be no more than seventy two (72) hours from start of Cellular One service. Cellular One will make special accommodations if other alternatives are available at time of a request from the State.

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

All equipment issued to the State of West Virginia will be new.

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

Cellular One provided Handsets include handset, battery, A/C charger, D/C power cord and user's manual.

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).

Cellular One offers the following features as the Basic Service:

Call Forwarding Vendor agrees that it will provide call forwarding free of charge. This feature will allow the State of West Virginia to transfer incoming calls to another phone number until it is decided to discontinue the transfer. As long as the incoming calls are transferred to the other phone number, minutes will be exhausted through the transferred line. If the allotted number of minutes is exhausted, minute overage charges will apply

Call Waiting Vendor provides call waiting free of charge. Use of this feature will temporarily place the first call on hold until the second call is terminated. This feature will use minutes on both conversations. If the allotted number of minutes is exhausted, overage charges will apply.

Six-Way Calling Vendor offers 6-Way Calling - Connect up to 6 callers at once. Minute charges apply to all lines.

Mobile to Mobile Calling Unlimited calling from any Cellular One phone to another Cellular One phone when placing or receiving calls in the "Home Area," is included for free on the calling plans we supply to the State of West Virginia.

Voice Mail One greeting with ten-message capacity and message storage up to ten days are both included.

Statewide Service The rate plans included, with the exception of the Unlimited Plan, provide nationwide coverage. The Unlimited Plan provides unlimited coverage in West Virginia and the surrounding, bordering states (Ohio, Pennsylvania, Kentucky, Virginia, and Maryland).

Caller ID In some areas of the country, where newer technology is not available, Caller ID will not work. In most metropolitan areas, however, it does work. Cellular One is not responsible for other carriers' fallacies.

Hands-free capability Cellular One will provide wired hands free ear buds for all cellular phones. This hands free ear bud applies to most all state hands free guidelines.

Free Nights and Weekend Calling Free Nights (beginning 9:00 p.m. M-Thu) and Weekends (beginning 9:00 p.m. Fridays).

Optional pricing for Nights and Weekends which begins prior to 9:00 p.m. is 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).

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.

We agree to provide camera phones and the ability to transmit individual photos, subject the costs identified, if any, in the Costs portion of this Proposal.

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

ACC agrees that stocked parts and/or replacement phones are available for the duration of the warranty period.

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

The State will be notified in accordance with this Section prior to replacement of any model changes to issued handsets.

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.)

We agree to provide the State with the required notice prior to any significant platform changes in service, except in the event emergency Network and the FCC requirements change.

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

Cellular One agrees that issued Handsets with Bluetooth Off will be issued to the State in a default setting.

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

Bluetooth Equipment may be password protected by the State End Users to ensure security of the device.

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, 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.

Cellular One currently does not offer the "walkie-talkie" Push-To-Talk features.

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.

Text Messaging: We offer incoming text messaging, up to 160 characters. Text messaging can be sent from any Internet provider or cellular phone to a Cellular One supplied GSM digital mobile phone. Receiving incoming text messages will NOT use minutes and is free of charge. Customers may also elect to type and send outgoing text messages from the GSM digital phones.

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.

Cellular One has 3-watt boosters that are available, along with hands free kits, carry cases, belt clips, additional batteries and spare AC/DC chargers.

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.

We have executed a contract with Polaris Wireless to provide a software solution for E-911 Phase II. The Polaris Wireless software solution is installed into a central server that generates latitude and longitude information of the E-911 caller and is available to the PSAP once a re-bid/re-bid ALI process has been preformed.

We currently have no plans to make this a consumer feature and will work with the State on a case-by-case basis upon request.

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.

Cellular One provides programmable anti-theft codes, a component of the featured cellular handsets available under this agreement, designed with programmable anti-theft codes.

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.

Cellular One offers the ability to designate one (1) phone number as an unlimited calling number. With this feature, the Cellular One customer would enjoy unlimited incoming and outgoing calls to that designated number. The designated number can either be a landline or wireless number.

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.

Additional Features Include:

Lock\Line Vendor offers a Protection Plus program through Continental Casualty Company, a CNA Company ("CNA"). Lock\line, LLC is the administrator of the Phone Protection Program as the agent of Continental Casualty Company, designed to ensure insurance coverage for equipment loss, theft, and accidental damage.

Wireless Internet Access wireless websites including news, sports, weather and more! Access to send and receive multimedia messages and purchase ring tones and wallpapers.

No Answer Transfers Vendor offers no-answer transfers free of charge. This feature gives you the choice to answer the call first. If you choose not to answer, the call is then routed to another number. If the call is answered at the other location airtime charges will apply.

Paging Capabilities A toll free number may be accessed from any touch-tone phone. Nine predefined messages can be sent to mobile phone or a call back number may be sent. This is an extended feature of our text messaging product line.

AHAD - Business Advantage Program - The State of West Virginia, along with its employees will be eligible to be added into the GSM Business Advantage program. Both the State of West Virginia and the State of West Virginia employee phones can be added together before Vendor's volume discount is calculated.

For example: If the State of West Virginia activates 90 phones and the State of West Virginia employees add 15 personal phones, for a total of 105 activated phones, then the shared discount to the State of West Virginia and its employees would be 15%.

The AHAD Program is a benefit that the state can provide for its employees with no cost to the state and no obligation.

<u>*Number of phones activated</u>	<u>Discount on Monthly Rate Plan</u>
5-15 lines	4%
16-40 lines	8%
41-100 lines	12%
101-199 lines	15%
200-299 lines	16%
300 and above	17%

*Applicable to GSM handsets only.

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.

In the event of an emergency involving an endangered child, Cellular One equipment is capable of receiving the "Amber Alert" Notifications.

3.2.1.10 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. 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 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.)

Our participation in the Wireless Priority Service (WPS) is not required by the FCC. As such, ACC does not participate in the program at this time. As an alternative, upon reasonable request from the State of West Virginia, ACC agrees to provide cellular phones to be used in disaster recovery and in the event of a Local or State Emergency. This

service will be FREE of charge. Please contact Jack McArdle at 304.216.0600 or our National Business Accounts team at 1.888.529.5810.

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.

Blackberry units, when attached to the Business Enterprise Server software (BES), have the ability to be wiped clean of all information, via a wireless code sent by the BES. Cellular units do not have this ability and the End User must delete stored information.

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

Cellular One currently does not offer the rollover feature.

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.

Blackberry Models - 7280, 7290, 7100, 7780, 7130g.

Treo 650

BES - Blackberry Enterprise Server software provided by RIM.

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.

Pricing for wireless handheld devices, data-ready portable phones, software needed for e-mail integration will be provided in the cost portion of the proposal.

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.

Blackberry units, when attached to the Business Enterprise Server software (BES), have the ability to be wiped clean of all information, via a wireless code sent by the BES.

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.

Handset Reprogramming cannot be performed by GSM service providers. The primary type of Digital Cellular Phone Network used throughout most of the world outside the United States is GSM which stands for Global System for Mobile Communications. Handset reprogramming cannot be by any GSM service providers because the service operates on a digital chip linked to a specific carrier. The State of West will be issued GSM Handsets at no additional cost upon the start of ACC GEM services.

All current cellular numbers may be kept if the numbers fall into a Cellular One rate center location. New GSM Handsets will be delivered

to the State End User. The End User may carry both the new and old units until service is switched over to the new GSM phone. The time frame for total switch over will be no more than seventy two (72) hours from the start of Cellular One service. Cellular One will make special accommodations if other alternatives are available at time of a request from the State.

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

Cellular One, when issuing any data device, Bluetooth Off will be the default setting.

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

The security of the Bluetooth device may be password protected from the actual Bluetooth device and varies by vendor.

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.

Pricing for "Air Cards" that allow for wireless data services for lap tops or notebook computers is listed on the pricing section.

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)

Blackberry Models - 7280, 7290, 7100, 7780, 7130g.

Treo 650

BES - Blackberry Enterprise Server software provided by RIM.

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

Notice will be issued to the State of West Virginia prior to replacement of any model changes to issued handsets.

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.

Blackberry units, when attached to the Business Enterprise Server software (BES), have the ability to be wiped clean of all information, via a wireless code sent by the BES. Cellular units do not have this ability and the End User must delete stored information.

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.

We have executed a contract with Polaris Wireless to provide a software solution for E911 Phase II. The Polaris Wireless software solution is installed into a central server that generates latitude and longitude information of the E-911 caller and is available to the PSAP once a re-bid/re-bid ALI process has been preformed.

We currently have no plans to make this a consumer feature and will work with the state on a case by case basis on this request.

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.

BES - Blackberry Enterprise Server software provided by RIM.

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.

Cellular One will provide one copy of Axalto's Easy Sims Kit that provides the ability to store your personal data-Sim phonebook and short messages

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.

Cellular One can offer the ability to designate one (1) phone number as an unlimited calling number. With this feature, the Cellular One customer would enjoy unlimited incoming and outgoing calls to that designated number. The designated number can either be a landline or wireless number.

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.

Cellular One offers "Tier Two" data support associated with the wireless internet, Blackberry and Treo support, by calling 405.529.8062 twenty four hours a day, seven days a week.

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.

In the event of an emergency involving an endangered child, Cellular One equipment is capable of receiving the "Amber Alert" Notifications.

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.)

Our participation in the Wireless Priority Service (WPS) is not required by the FCC. As such, ACC does not participate in the program at this time. As an alternative, upon reasonable request from the State of West Virginia, ACC agrees to provide cellular phones to be used in disaster recovery and in the event of a Local or State Emergency. This service will be FREE of charge. Please contact Jack McArdle at 304.216.0600 or our National Business Accounts team at 1.888.529.5810.

Section III Conversion and Training

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.

Because of the nature of digital GSM service, other providers' cellular/data handsets are not compatible with our network. Our service requires digital GSM phones provided by Cellular One to be used only.

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.

All current cellular numbers can be kept if the numbers fall into a Cellular One rate center location. (See them in 3.1.2) New GSM phones will be delivered to the end user and the end user will carry both new and old units until service is switched over to new GSM phone.

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

The time frame for total switch over will be no more than 72 hours from initiation. Cellular One will make special accommodations if alternatives are available.

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.

Handset Reprogramming cannot be performed by GSM service providers. The primary type of Digital Cellular Phone Network used throughout most of the world outside the United States is GSM which stands for Global System for Mobile Communications. Handset reprogramming cannot be by any GSM service providers because the service operates on a digital chip linked to a specific carrier. The State of West will be issued GSM Handsets at no additional cost upon the start of ACC GSM services.

All current cellular numbers may be kept if the numbers fall into a Cellular One rate center location. New GSM Handsets will be delivered to the State End User. The End User may carry both the new and old units until service is switched over to the new GSM phone. The time frame for total switch over will be no more than seventy two (72) hours from start of Cellular One service. Cellular One will make special accommodations if other alternatives are available at time of a request from the State.

3.5 TRAINING

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

Cellular One will offer multi-level training classes to the State when requested at a mutually agreed upon location and format.

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.

"Train the trainer" is available for ordering, billing and invoicing processes when requested, at a mutually agreed upon location and format.

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.

Cellular One does provide on-line billing that is pass word protected and accessible through a web page access.

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.

"Train the trainer" is available for ordering, billing and invoicing processes when requested, at a mutually agreed upon location and format.

Section IV Ordering Procedures / Billing and Account Management

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.

Lois Eckert
Major Account Support Representative
Cellular One
1111 Van Voorhis Road
Morgantown, WV. 26505
Office 304.599.5444
Mobile 304.282.0004
Toll Free 877.202.4899
Fax 304.598.6513
E-mail lois.eckert@dobson.net

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. This shall be provided to state agencies within forty-eight (48) hours of receipt of request.

Cellular One shall provide all new equipment to state agencies within seventy two (72) hours of receipt of request.

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.

All ordering of equipment needs to have purchase order support and be e-mailed to Lois Eckert, Major Account Support Representative -

E-mail lois.eckert@dobson.net

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.

Cellular One agrees to this request. Please refer to 3.1.2 for our "home area" descriptions.

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.

Cellular One has the capability to fulfill orders locally. The "real-time, on-line" tracking will be handled through an e-mail process where shipping and tracking numbers can be issued from shipper.

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.

Cellular One's contact will be Sarah Sowinski or a designated representative from her team. Sarah is our NBA National Business Account Team manager. The team's phone number is 1.888.529.5810.

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.

Lois Eckert
Major Account Support Representative
Cellular One
1111 Van Voorhis Road
Morgantown, WV. 26505
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Fax 304.598.6513
E-mail lois.eckert@dobson.net

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.

This is a standard practice for Major Accounts at Cellular One.

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).

Two copies of a PDF version of the invoice to CD will be provided by Cellular One.

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.)

Cellular One can accommodate a variety of customer billing requirements, including separate bills for each line, separate bills by department or agency geographic location, or even separate bills at the spending unit level. Using Business Care Plus, customers can view and download their bills and usage reports in a variety of formats plus create customized reports and cost allocation hierarchies. Business Care Plus would be offered free of charge.

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.

Cellular One can accommodate a variety of customer billing requirements, including separate bills for each line, separate bills by department or agency geographic location, or even separate bills at the spending unit level. Using Business Care Plus, customers can view and download their bills and usage reports in a variety of formats plus create customized reports and cost allocation hierarchies. Business Care Plus would be offered free of charge. We will work together any try to accommodate this request through further explanation.

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(X)
- Supervisor's Name(X)
- Supervisor's Office (landline) Number(X)
- Department(X)
- *Agency Name
- Unit Name(X)
- Org. Number
- *Bill to address(XX)
- *Plan level(XX)
- *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(XX)

*mandatory

This can be accommodated through Cellular One's electronic billing product. Those with an (X) after cannot be blended into any reporting that vendor currently has available in any system. Those with an (XX) after them cannot be generated on a per-call basis, but could be included in electronic billing reports.

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.

CSV and other formats may be available through Cellular One's electronic billing format.

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.

All of the above in Section 3.8.9 can be viewed in CSV and other formats through Cellular One's electronic billing format.

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.

Prior to issuing a bill, a report may be generated to list all active phone numbers for both voice and/or data products.

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

This is part of the capability of the on-line billing product provided by Cellular One.

3.8.12 Vendor(s) should also make all billing information available via an on-line 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.

This is part of the capability of the on-line billing product provided by Cellular One.

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.

Billing issues and Cellular One's methods of resolution will depend on the circumstances and facts surrounding the State of West Virginia's customer service needs. That is, issues are usually resolved in the same day and routine problems within one-hour. In most cases, a majority of customer care issues are resolved within 24 hours. However, there are

instances beyond Cellular One's control such as environmental issues which could require additional time for resolution. Cellular One's representative must be notified immediately to ensure that proper attention will be given to the State of West Virginia's needs. Contact Cellular One's representative as follows:

Lois Eckert
Major Account Support Representative
Cellular One
1111 Van Voorhis Road
Morgantown, WV. 26505

Office	304.599.5444
Mobile	304.282.0004
Toll Free	877.202.4899
Fax	304.598.6513

E-mail lois.eckert@dobson.net

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.

Cellular One agrees this Section 3.8.14 and its requirements relative to fiscal year billing.

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.

Any changes in billing format will be notified in writing one hundred twenty (120) days out.

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)

This is agreed on by the vendor.

Section V Service and Support

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.

Vendor has a National Business Account Team at 1.888.529.5810, and a 24 hour, 7 days a week Customer Service at 800.610.8188

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.

Service requirements and Cellular One's methods of resolution will depend on the circumstances and facts surrounding the State of West Virginia's customer service needs. That is, issues are usually resolved in the same day and routine problems within one-hour. In most cases, a majority of customer care issues are resolved within 24 hours. However, there are instances beyond Cellular One's control such as environmental issues which could require additional time for resolution. Cellular One's representative must be notified immediately to ensure that proper attention will be given to the State of West Virginia's needs. Contact Cellular One's representative as follows:

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E-mail lois.eckert@dobson.net

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

Cellular One has stocked parts and/or replacement phones for the duration of the warranty period.

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

Cellular One's issued equipment carries a one year warranty.

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.

Cellular One will work with the State to facilitate this request.

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.

Warranty requirements and Cellular One's methods of resolution will depend on the circumstances and facts surrounding the State of West Virginia's customer service needs. That is, issues are usually resolved in the same day and routine problems within one-hour. In most cases, a majority of customer care issues are resolved within 24 hours. However, there are instances beyond Cellular One's control, such as environmental issues, which could require additional time for resolution. Cellular One's representative must be notified immediately to ensure that proper attention will be given to the State of West Virginia's needs. Contact Cellular One's representative as follows:

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Major Account Support Representative
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1111 Van Voorhis Road
Morgantown, WV. 26505
Office 304.599.5444
Mobile 304.282.0004

Toll Free 877.202.4899
Fax 304.598.6513
E-mail lois.eckert@dobson.net

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.

First level contact will be Cellular One's representative as follows:

Lois Eckert
Major Account Support Representative
Cellular One
1111 Van Voorhis Road
Morgantown, WV. 26505
Office 304.599.5444
Mobile 304.282.0004
Toll Free 877.202.4899
Fax 304.598.6513

E-mail lois.eckert@dobson.net

Second level contact will be Cellular One's National Business Account Team 1.888.529.5810

Third level contact will be Cellular One's Tier Two Data Support 1.405.529.8062

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.

Vendor agrees to the 24 hour requirements of 3.7.8.

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.

Vendor agrees to the requirements of 3.7.9.

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.

Vendor agrees to the requirements of 3.7.10.

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

Vendor agrees to the requirements of 3.7.11.

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.

Upon request, ACC agrees to provide Non-proprietary and non-confidential data described in this Section.

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.

Cellular One is prepared to answer these questions for the time frame specified for those sites within our network.

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.

Cellular service issues do not occur on the ACC Network on a regular or continuous basis. In brief, we take the following measures to ensure the efficient operation of our Network system and we require that Network engineers including our Senior Engineer and cell site technicians are on-call 24 hours a day:

Permanent Generators are installed throughout the country and portable generators can be transported to cell site locations in times of natural or other disasters; Cells-On-Wheels, or COW's that are distributed across the county and transported to areas of need; Disaster Recovery Plans are in place and routinely tested to insure success; our Network is continually drive tested by both our Radio Frequency Engineers and third-party analysts to insure we are maintaining the highest quality of service technically available. In addition, the Company's Network Operations Team monitors all wireless traffic, 365 days per year, to determine if there are areas that could benefit from improved coverage and capacity at any given time.

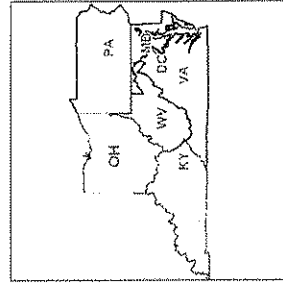
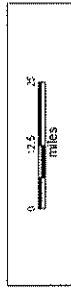
From an operational standpoint, no Carrier is able to guarantee service. The Services of any Carrier is normally available when the customer is within the operating range of the Network system and is available outside of that area because of inter-carrier agreements of other participating carriers. The service of any Carrier is subject to transmission limitations or interruptions caused by weather, terrain, obstructions such as trees or buildings, and other conditions.

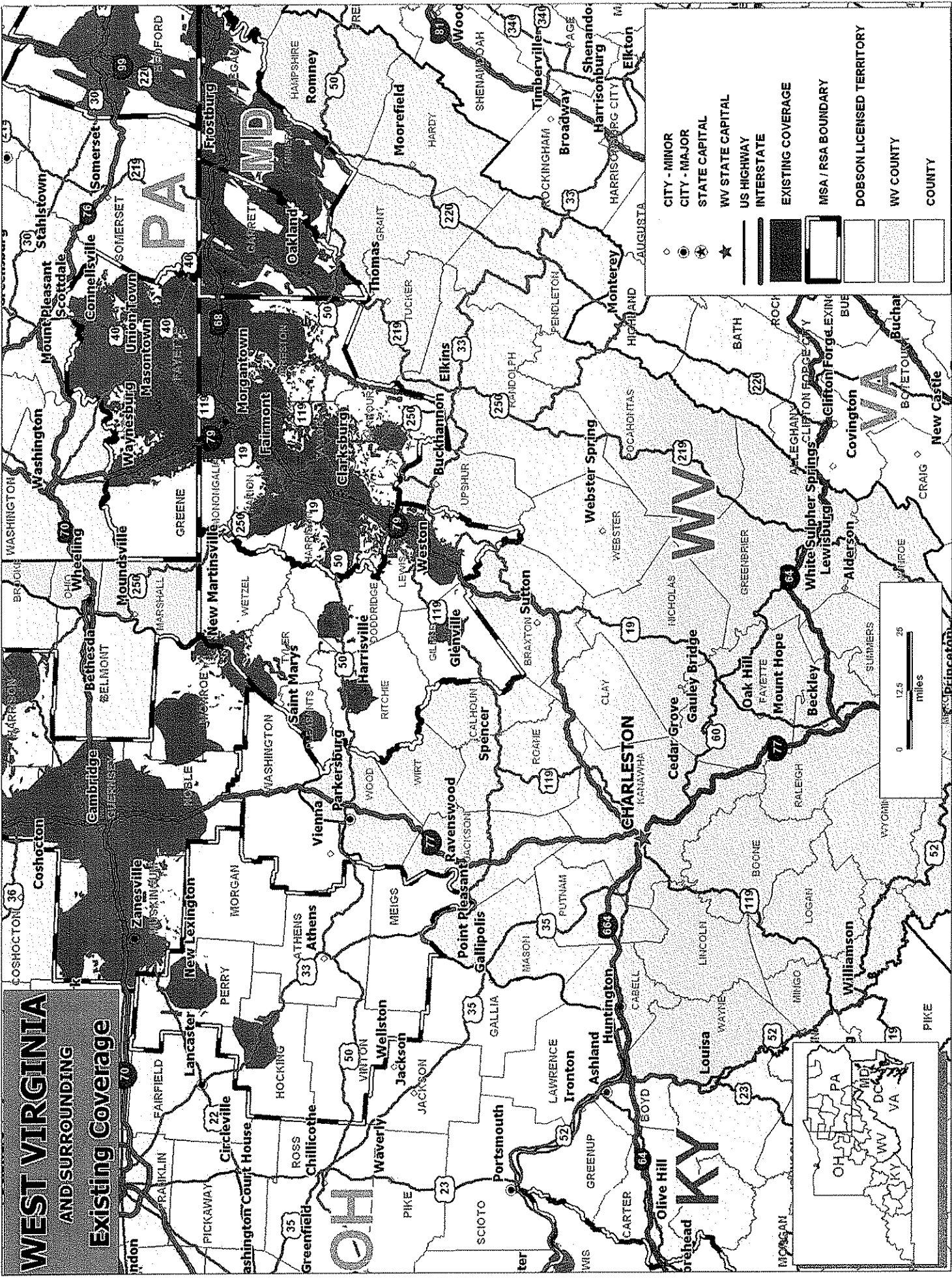
Section VI Cost

Cost Information is in a separate envelope.

WEST VIRGINIA AND SURROUNDING Existing Coverage

○	CITY - MAJOR
★	CITY - MINOR
★	STATE CAPITAL
★	WY STATE CAPITAL
—	US HIGHWAY
—	INTERSTATE
■	EXISTING COVERAGE
■	PLANNING PARTNER COVERAGE
■	MSA / PSA BOUNDARY
■	DOBSON LICENSED AREA
■	WY COUNTY
■	COUNTY





A F F I D A V I T**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 by one or more counties or municipalities, as permitted by law; or any public body charged by law with the 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 consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds 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: Cellular One
Dobson Communications, Inc. American Cellular Corp (ACC)

Authorized Signature:  Date: 7-24-06

Vendor: <i>Cellular One</i> <small>Robson Communication</small> <i>American Cellular Corp.</i>	Spending Unit:
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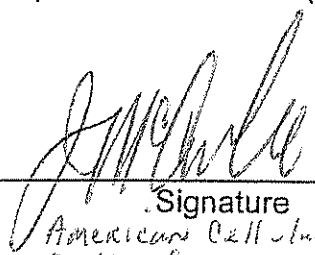
Requisition No.: *CELPHON07*

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

- Addendum No.'s:**
- No. 1 ✓
 - No. 2 ✓
 - No. 3 ✓
 - No. 4 ✓
 - No. 5 _____

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.



 Signature
American Cellular Corp
Robson Communication

Cellular One
 Company
7-24-06

 Date

AGREEMENT ADDENDUM

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

1. **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 Federal, 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.
6. **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.
8. **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 Legislature 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. **SIMILAR SERVICES** - 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 LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or 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 null 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 hereby 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.
20. **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 Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: American Cellular Corp
Cellular One Person Communication

Signed: [Signature]

Title: Director of Business Sales

Date: 7-24-06