



GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
- 5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
- 14. HIPAA Business Associate Addendum The West Viginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in cases of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 6. BID SUBMISSION: All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

Sprint 3



2001 Edmund Halley Drive Reston, Virginia 20191

September 28, 2006

State of West Virginia Department of Administration **Purchasing Division** 2019 Washington St. East Charleston, WV 25305-0130

Dear Betty Francisco,

Sprint has been working closely with the State of West Virginia (the State) since 2004 to provide unparalleled value as the State's Long Distance and 800 service provider, as well as to provide Tier 1 Internet service for the State through WVNet. Sprint has proven that it is a valuable and reliable partner to West Virginia, and understands and values the unique requirements of West Virginia.

Today's business customers seek a communications company that can provide a progressive wireless experience with first in class features and services. Sprint offers a comprehensive wireless and data solution unmatched by any of our competitors. The State requires seamless, integrated capabilities in order to be able to efficiently provide the services its citizens require.

The foundation of a Sprint wireless program is a powerful combination of the world-class, all-digital, Sprint Nationwide PCS Network based on CDMA technology and the best-in-class Nextel National iDEN Network. Through the successful merger of Sprint and Nextel, we are able to offer superior data, wireline and wireless solutions delivered on the most advanced networks available. Our "best in breed" offerings - such as industry-leading data applications, our EV-DO high-speed data network and our unsurpassed Walkie-Talkie service - are unequalled by competitors. Whether you choose our iDEN services, Sprint PCS services or a combination of both, your users will gain the best solutions available anywhere.

A significant advantage of Nextel Walkie-Talkie over our competitors' is that we can restrict cellular service on handsets designated for radio only usage. With Nationwide Nextel Walkie-Takie, our subscribers are able to instantly communicate with any other iDEN subscriber no matter where they are within the iDEN network, all with the touch of a single button.

Sprint PCS wireless voice and Vision data services are easy to use and work the same across the entire enhanced Sprint Nationwide PCS Network. PCS Vision products offer quick, wireless access to the Web, Messaging, Picture Mail and Business Connection emails solutions. Our Wi-Fi (802.11) Access further complements our Vision services. The Sprint PCS third generation (3G) network provides data speeds up to 144 Kbps and average data speeds in the 50 Kbps to 70 Kbps range. With bandwidth optimization, a maximum 288 Kbps perceived throughput is available for many applications.

In addition, Sprint has multiple advanced email products, including the ability to send and receive emails on the BlackBerry 7520 & 7100i devices, which operate on the Nextel National Network, and the BlackBerry 7250 device, which operates on the Sprint PCS Network. For many, the BlackBerry is the ultimate communication tool, and it includes Walkie-Talkie capability, GPS capability, a dual processor, TCP/IP support, full wireless PIM synchronization, enhanced attachment viewing and speakerphone. Sprint has roaming agreements with most wireless companies such as ALLTel. Recently Sprint finished the acquisition of Nextel Partners.

This proposal offers the very highest levels of discount available on those wireless services as well as fulfills the special requirements contained in the RFP. Sprint feels confident that the State will agree that extending our business partnership to wireless services is the right thing to do for the State of West Virginia.

We welcome the opportunity to discuss our complete wireless communications platform and hope the information provided herein serves as a valuable resource in furthering a lasting business partnership. If you have any questions or require further information regarding Sprint Nextel, please do not hesitate to contact your West Virginia Account Executives Phillip Hale at (304) 535-1442 or Jeffery Vaughn at (304) 769-2738.

Sincerely,

Frank Gatto

Front of the

Director, Proposal Development & Business Solutions

Sprint Nextel



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

Request for Quotation

SHIP

Ť O REONUMBER CPHONE 07 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BETTY FRANCISCO 304-558-0468

DOUZM<

Sprint Nextel
Phil Hale
P. O. Box 641
Harpers Ferry,WV 25425

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

L		TER	MS OF SAL	E S	SHIP VI	4	F.	Ø.В,	FREIGHT TERMS
09/07/									
BID OPENING DATE:		09/28/	2006			BID	OPENING	TIME	01:30PM
LINE	QUAN	ITITY	UOP	CAT. NO.	ITEMNUM	BER	UNI	T PRICE	AMOUNT
	reference of the control of the cont	,			UEST FOR (-			
	INFORM TECHNO	ATION LOGY O IRGINI	TECHN FFICE A STA	OLOGY R FOR	N IS SOLIC DIVISION CELL PHON ENCIES ANI	AND TH IE SERV	E CHIEF ICE FOR		
	QUESTI	ONS:	WRITT THROU	GH SE	ESTIONS SE PTEMBER 18 DIRECTED T	3, 2006			
		PURCH P. O. CHARL FAX:	ASING BOX ESTON 304-	DIVI 50130 , WV 558-4	25305 - C)130			
	NOTE:	DATE	SHOWN	, ONL	S ARE PREF Y QUESTION L BE ACCEP	IS CONC			
	SEE THI	E ATTA	CHED	CPHON	E07 SPECIF	'ICATIO	ns		
0001	STATEW:	1	EA NTRAC		985-77 CELL SERV	'ICE			
			45,000	SEESEN	/ERSE SIDE FOR TER	AMS AND CON	IDITIONS		
SIGNATURE	<u>interes en index.</u>		فأعناه فتستشيخ			ELEPHONE	WILLIAM OF	DAT	E
TITLE		FE	IN	**************************************			ADE	RESS CHANG	ES TO BE NOTED ABOVE
L	w								



VENDOR

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

Request for Quotation

SHIP

Ť

RFO NUMBER CPHONE 0 7

PAGE 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BETTY FRANCISCO
304-558-0468

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

RFQ COPY TYPE NAME/ADDRESS HERE

		TER	MS OF SAL	E	SHIP VIA	CANAL SE	F.O.B.	EREIGHT TERMS
09/07/						**************************************		
BID OPENING DATE:		09/28/	2006		BID	OPENIN	G TIME (01:30PM
LINE	QUAI	VIIIY	UOP	ÇAT. NO.	ITEM NUMBER	Participation of the second	JNIT PRIČE	AMOUNT
·	YEAR ONECESSORIGINGOT EXTIME"	F CONT R UNTI ARY TO AL CON CEED T THE VE UPON	L SUC OBTA TRACT WELVE NDOR GIVIN	AN H "RE IN A . TH (12) MAY T	IS CONTRACT BECO D EXTENDS FOR A ASONABLE TIME" T NEW CONTRACT OR E "REASONABLE TI MONTHS. DURING ERMINATE THIS CO DIRECTOR OF PUR	PERIOD HEREAF' RENEW ' ME" PE THIS NTRACT	OF ONE (1 TER AS IS THE RIOD SHALI "REASONABI FOR ANY	L)
	IN THI	S CONT G SET	RACT I	OOCUM	IONS ARE STIPULA ENT, THE TERMS, FIRM FOR THE LI	CONDIT:	IONS AND	
	WRITTEI SUBMIT DAYS PI BE IN A	N CONSI FED TO RIOR TO ACCORDA AL CON	ENT OF THE I THE ANCE V TRACT	F THE DIRECT EXPIDENTED	MAY BE RENEWED SPENDING UNIT A FOR OF PURCHASIN RATION DATE. SU FHE TERMS AND CO SHALL BE LIMITED	ND VENI G THIRT CH RENE NDITION	OOR, FY (30) EWAL SHALL NS OF THE	
	RIGHT T NOTICE SUPPLIE	TO CANC TO THE ED ARE	CEL THE VENIOF AN	HIS CO OOR II I INFE	CTOR OF PURCHASI ONTRACT IMMEDIAT F THE COMMODITIE ERIOR QUALITY OR OF THE BID AND C	ELY UPO S AND/O DO NOT	ON WRITTEN OR SERVICE CONFORM	is
[Z	AUTHORI (ARKET, ESTIMAT	ZE A S WITHO E, ITE	PENDI OUT TH EMS SE	NG UN E FII ECIFI	E DIRECTOR OF PUI NIT TO PURCHASE JING OF A REQUIS ED ON THIS CONT ERSE SIDE FOR TERMS AND CON TELEPHONE	ON THE ITION C RACT FO	OPEN OR COST OR	
					reper notes		DATE	
ITLE		FEIN		~~~~~~~~~		A	DDRESS CHANGE	S TO BE NOTED ABOVE
""1 11 A /	NI DECEN	AIDINIO T	O 2150		1 1 0 1 4 1 × 1 1 × 4 × 0 × 0 × 0 × 0 × 0			



> ENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Hequest for Quotation

RFQ NUMBER CPHONE 07 3

ADDRESS CORRESPONDENCE TO ATTENTION OF

304-558-0468

BETTY FRANCISCO

OH-P

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

DATE PRIN	red	ŢE	RMS OF SALE	SHIP V	1 A		9.8	FREIGHT TERMS
09/07/								<u>ele en la libra del francia de antara antica de la comerción de la comerción de la labolitada y la comerción de</u>
BID OPENING DATE:	· · · · · · · · · · · · · · · · · · ·	09/28/			BID	OPENING	TIME O	1:30PM
LINE	QUAN	TTY	UOP CAT.	ITEM NUM	/BER	บทา	TPRICE	ÄMÖUNT
	CAUSES	(INCL	LIVERY IN UDING BUT AN UNANTI	NOT LIMIT	ED TO D	ELAYS IN	TRANS-	
	APPROX THE ST. THAT T ORDERE	IMATIC ATE SE HE CON D FOR	QUANTITIES NS ONLY, B ENDING UNI TRACT SHAL DELIVERY D OR LESS T	ASED ON E T. IT IS L COVER T URING THE	STIMATE UNDERS HE QUAN TERM O	S SUPPLI TOOD AND TITIES A F THE CC	ED BY AGREED CTUALLY ONTRACT,	
	FOR BA	NKRUPT	IN THE EV CY PROTECT ND VOID, A	ION, THIS	CONTRA	CT IS AU	TOMATI-	
	SHALL : CONDIT: DOCUME! AGREEM!	SUPERS IONS W NTS SU ENTS O	D CONDITIO EDE ANY AN HICH MAY A CH AS PRIC R MAINTENA EDIUM SUCH	D ALL SUB PPEAR ON D E LISTS, O NCE AGREE	SEQUENT ANY ATT ORDER F MENTS,	TERMS A ACHED PR ORMS, SA	ND INTED LES	
	CURREN' IS ISSU MUST AC CARD FO	TLY UT UED TH CCEPT OR PAY FOR O	ARD ACCEPT ILIZES A V ROUGH A LO THE STATE MENT OF ALI RDERS THAT D.	ISA PURCHA CAL BANK. OF WEST VI L ORDERS 1	ASING C THE S IRGINIA PLACED I	ARD PROG UCCESSFU VISA PU BY ANY S	RAM WHICH L VENDOR RCHASING TATE	
			SEE REV	A CONTRACTOR OF THE PARTY OF TH	and the second of the second o	DITIONS		
SIGNATURE]	relephone		DATE	100,000
TITLE		FE	IN	1		ADD	RESS CHANGES	TO BE NOTED ABOVE



VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

O	EC. I	YUINE	EH	٠		ú
	CP	HO	NE	0	7	

··	3	-	PAG	E			ċ	-	
					1				

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETTY FRANCISCO 304-558-0468

BY ORDER

ALL STATE AGENCIES AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED

<u> </u>	red	TEP	IMS OF SAL	LE CONTRACT	SHIP	ViA	2 ** * * F	.O.B,		FREIGHTTERMS
09/07/										
BID OPENING DATE:	***************************************	09/28/	2006	*		BID	OPENING	TIME	0,1	:30PM
LINE	QUAN	ΥΊΤΥ	UOP	CAT. NO.	ITEM:NU	MBER	UN	IT PRICE		AMOUNT
			VEND	OR PR	EFERENCE	CERTIFI	CATE			
	PREFER	ENCE I	N ACC	ORDAN	ICATION* CE WITH W Y TO CONS	EST VIR	GINIA CO	ODE,		
i	A. API REASON		1 }	s mad	E FOR 2.5	% PREFE	RENCE FO	OR THE		
	HAS RES	SIDED ARS IM	CONTI MEDIA	NUOUS TELY	IVIDUAL F LY IN WES PRECEDING	T VIRGI	NIA FOR	FOUR		
	TION RI QUARTER WEST VI THE DAT INTERES PARTNER WHO HAS OF BUSI	ESIDEN RS OR IRGINI TE OF ST OF RSHIP, S MAIN INESS IMMEDI	T VEN PRINC A FOR THIS BIDDE ASSO TAINE CONTII	DOR A IPAL FOUR CERTI R IS CIATI D ITS NUOUS PREC	NERSHIP, ND HAS MA PLACE OF (4) YEAR FICATION; HELD BY A ON OR COR HEADQUAR LY IN WES	INTAINE BUSINES S IMMED OR 80% NOTHER PORATIO TERS OR T VIRGI	D ITS HE S CONTIN IATELY F OF THE INDIVIDU N RESIDE PRINCIE NIA FOR	EAD- NUOUSLY PRECEDI OWNERS UAL, ENT VEN PAL PLA	Y I ING SHIP NDOR ACE	AAAAAAAAAA
, t 2: 1: 1:	WHICH F A MININ HAS MAI BUSINES	HAS AN MUM OF INTAIN SS WITI 4) YEAI	AFFII ONE I ED ITS HIN WI RS IM	LIATE HUNDR S HEA EST V	ORATION N OR SUBSI ED STATE QUARTERS IRGINIA C TELY PREC	DIARY W RESIDEN OR PRIN ONTINUO	HICH EME TS AND W CIPAL PI USLY FOR	PLOYS WHICH LACE OF R THE		
					E FOR 2.5					
SIGNATURE	<u> </u>		<u></u>		and the second s	TELEPHONE			DATE	
пте		FEII	N	***************************************	***************************************		ADD	DRESS CHA	NGES .	TO BE NOTED ABOVE



VENDOR

RFO COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

REQ NUMBER CPHONE 07

5

304-558-0468

ADDRESS CORRESPONDENCE TO ATTENTION OF: BETTY FRANCISCO

ō

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHTTERMS
09/07/2006				
BID OPENING DATE:	09/28/2006	BID	OPENING TIME 0	I:30PM
LINE QUAI	NTITY UOP CAT.	ITEM NUMBER	UNIT PRICE	AMOUNT
REASON	CHECKED:			
DURING 75% OF ARE RE THE ST PRECED OR	THE LIFE OF TH THE EMPLOYEES SIDENTS OF WEST ATE CONTINUOUSL ING SUBMISSION		ERAGE AT LEAST OJECT BEING BID E RESIDED IN RS IMMEDIATELY	
MINIMU NONRES WHICH OF BUS OF ONE DURING 75% OF SUBSID WHO HA	M OF ONE HUNDRE IDENT VENDOR WI MAINTAINS ITS H INESS WITHIN WE HUNDRED STATE THE LIFE OF TH THE EMPLOYEES IARY'S EMPLOYEE VE RESIDED IN T	RESIDENT VENDOR E D STATE RESIDENTS TH AN AFFILIATE O EADQUARTERS OR PR ST VIRGINIA EMPLO RESIDENTS WHO CER E CONTRACT, ON AV OR BIDDERS' AFFIL S ARE RESIDENTS O HE STATE CONTINUO CEDING SUBMISSION	OR IS A R SUBSIDIARY INCIPAL PLACE YING A MINIMUM TIFIES THAT, ERAGE AT LEAST IATE'S OR F WEST VIRGINIA USLY FOR THE TWO	
DETERM FAILED PREFER PURCHA ORDER BIDDER AND TH AGENCY	INES THAT A BID TO CONTINUE TO ENCE, THE SECRE SING TO: (A) R ISSUED; OR (B) A IN AN AMOUNT NO AT SUCH PENALTY	THE SECRETARY OF DER RECEIVING PRE MEET THE REQUIRE TARY MAY ORDER THE SCIND THE CONTRA ASSESS A PENALTY OT TO EXCEED 5% OWILL BE PAID TO OM ANY UNPAID BALORDER.	FERENCE HAS MENTS FOR SUCH E DIRECTOR OF CT OR PURCHASE AGAINST SUCH F THE BID AMOUNT THE CONTRACTING	
DISCLO PURCHA TAX AN	SE ANY REASONAB: SING DIVISION AND D REVENUE TO DI	CERTIFICATE, BID LY REQUESTED INFO ND AUTHORIZES THE SCLOSE TO THE DIR	RMATION TO THE DEPARTMENT OF ECTOR OF	
SIGNATURE	ODE.N	TELEPHONE	IDATE	
TITLE	FEIN			S TO BE NOTED ABOVE



VEZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

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

Request for Quotation

737	REQ.	NUMB	ER.	<u>ئىدىن</u>	<u> </u>
	CF	HOI	JE(7	

**	Š.	PAGE	1.	
			<u></u>	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BETTY FRANCISCO 304-558-0468

∞±-¤-+0

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

DATE PRINTED	ERMS OF SALE	SHIP VIA	1	F.G.B.	FREIGHT TERMS
09/07/2006					inale a de el rice el la secreta de la comunicación de la comunicación de la comunicación de la comunicación d La comunicación de la comunicación
BID OPENING DATE: 09/28	3/2006		BID O	PENING TIME 0	1:30PM
LINE QUANTITY	UOP CAT NO.	JTEM NUME	3ER	UNITPRICE	AMOUNT
BIDDER HAS THAT SUCH I TAXES PAID	NFORMATION	QUIRED BUS DOES NOT C ER INFORMA	INESS TONTAIN	FYING THAT TAXES, PROVIDED THE AMOUNTS OF CEMED BY THE TAX	
CODE 61-5-3 CERTIFICATE THAT IF A C CONTAINED W TERM OF THE), BIDDER H IS TRUE AN CONTRACT IS VITHIN THIS	EREBY CERT D ACCURATE ISSUED TO CERTIFICAT BIDDER WIL	TIFIES TO STATE OF THE CHANG LE NOTIF	(WEST VIRGINIA THIS RESPECTS; AND AND IF ANYTHING ES DURING THE THE PURCHASIN	
	BIDDE DATE:	SE		DOLUTIONS 6, 2006	
* CHECK VNA	SIGNE	DIRES	TOR,	PDBS CONSIDERATION(S)	
IN EITHER " ENTITLED TO	A" OR "B", RECEIVE. CE FOR BOTH	OR BOTH "A YOU MAY RE	." AND ". QUEST U	B" WHICH YOU ARI	
	NOT				
SIGNATURE	SEE HE	VERSE SIDE FOR TER	LEPHONE	OITIONS DATE	
TITLE	CCIN	· .			**************************************
HILE	FEIN ·			ADDRESS CHANGES	S TO BE NOTED ABOVE



Table of Contents

EXECUTIVE SUMMARY	1
CACCOTTAL COMMISSION C	3
PART 1 GENERAL INFORMATION	
PART 2 REQUIREMENTS - SPRINT'S IDEN RESPONSE	5
PART 3 COST	9
AGREEMENT ADDENDUM	10
AFFIDAVIT	11

Disclosure Statement - Sprint

This proposal is provided in response to requirements of State of West Virginia and includes data that shall not be disclosed outside State of West Virginia and shall not be duplicated, used, or disclosed - in whole or part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of - or in connection with - the submission of this data, State of West Virginia shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit State of West Virginia's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction are contained on sheets annotated with a restrictive legend.

© 2005 Sprint Nextel. All rights reserved. SPRINT, the "Going Forward" logo, the NEXTEL name and logo, and other trademarks are trademarks of Sprint Nextel. MOTOROLA and the Stylized M Logo are registered in the U.S. Patent and Trademark Office. The BlackBerry and RIM families of related marks, images and symbols are the exclusive properties and trademarks or registered trademarks of Research In Motion Limited

Page i

- used by permission.



Executive Summary

The State of West Virginia (the State) wishes to procure as much of its wireless services as possible from one preferred supplier. It is expected that such an approach will present significant cost advantages and deliver better value. The State is also interested in exploring how newly emerging wireless voice and data services might further enhance the State's ability to do business and provide services to its constituents. However, it is essential that the service levels and support provided under any arrangement be of the highest caliber and have the capability to meet the demands of such a large and diverse state as West Virginia

Sprint Solutions, Inc. as contracting agent on behalf of the applicable entities providing Products, Services and Personnel (Sprint) is that provider. Sprint's response to the State's request is closely tied to these articulated needs.

Sprint provides a comprehensive public safety and government offering starting with our core services solution of Digital Cellular, Walkie-Takie, Mobile Messaging and Wireless Data Services. Reliable, state-of-the-art public safety communications is critical to the security of our communities and our nation. Our goal is to create a unique-to-government solution through our national networks, innovative products and cost effective programs geared towards the needs of the Public Sector.

Sprint understands the State's needs when it comes to network reliability, performance and coverage. With our two networks, the Nextel National Network based on iDEN technology and the Sprint PCS Network based on CDMA technology, we are confident that Sprint can service the State's telecommunication needs now and in years to come. In addition, Sprint is spending billions of dollars per year to improve and increase coverage on both our IDEN and CDMA networks.

Nextel Walkie-Takie, our long-range two-way radio service available to subscribers on the Nextel National Network has become an invaluable tool for local, state and federal public safety agencies. We offer features unique to public safety, such as Wireless Priority Service and Priority Connect, voice and data services, Emergency Calling, Premium Customer Care and customized data applications designed to meet emergency management and law enforcement needs.

Sprint Nextel offers a wide range of handset options, from affordable basic units (at no cost to the State) to ruggedized phones that meet military specifications for dust, shock and vibration. Sprint Nextel offers several BlackBerry as well as email devices that provide all of the capabilities of a PDA with Sprint core service offering. Sprint Nextel also offers handsets especially designed for public safety issues. All Sprint Nextel phones are shipped to the customer preconfigured, activated, and ready for use. We also offer several service plans through our national Service & Repair Programs, including phone insurance so that damaged, lost, or stolen handsets can be replaced.

Sprint's Public Sector support teams have received specialized training to understand and recognize the needs of the government sector. Within this document, Sprint will detail our solutions for providing cost effective wireless services, while concurrently improving the quality of service to your wireless user community.

In addition Sprint Nextel offers several highly innovative and valuable applications based on our network and devices, such as the Yellow School Bus program to provide safety and security for K-12 students, which will be offered to the State. GPS applications and special applications developed for first-responders will add to the State's ability to provide security and efficient emergency response.



As you may know, the Sprint/Nextel merger combines the strengths of two companies, which will provide high-value, integrated communications solutions to our customers. As an independent wireless services provider, Sprint has been recognized as a leader in customer service and loyalty, push-to-talk services and providing end-to-end solutions to business and government customers.

Sprint customers will also benefit from:

- Digital wireless service in all 50 states, Puerto Rico and the U.S. Virgin Islands. Sprint and their affiliates and partners cover a total domestic population of 262 million
- Robust integrated wireless and IP-based wireline solutions to business
- > Improved customer service and sales performance through joint capabilities
- Investments in the deployment of next-generation wireless data services, bringing new and compelling products to market to benefit consumers and businesses
- Sprint PCS third generation (3G) network provides data speeds up to 144 Kbps and average data speeds in the 50 Kbps to 70 Kbps range

In summary, we can continue to provide a robust and reliable wireless voice and data solution that will enable you to meet today's needs as well as future needs. We hope you find the information contained in this response beneficial in making your decision.



Part 1 General Information

The purpose of this RFQ is to seek bids from interested 2005 Gartner Wireless Magic Quadrant rated vendor(s) to provide a statewide cellular telephone contract. The State will also accept bids from vendor(s) currently providing cellular service to the State. State agencies currently utilize cellular services from several different vendor(s). They include, but are not limited to: Cingular, Alltel, US Cellular, Sprint, Nextel, Cellular One and Ntelos.

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.

This contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFO and all geographic areas of West Virginia in which the State needs service. As a result of this RFQ, the vendor meeting the mandatory requirements with the lowest cost will be considered the Prime Vendor. The other vendors meeting the mandatory requirements will be ranked by their cost, lowest to highest. Agencies needing cellular services will obtain service from the Prime Vendor as long as the Prime 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 Prime Vendor shall obtain service from the vendor with the next lowest cost and so on. All purchases will be directed to the Prime Vendor unless, in limited instances, that vendor cannot provide required features or coverage

The State reserves the right to award to one vendor or to split award to multiple vendors based on what is in the best interest of the State.

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 and service, outside of the terms and conditions of any contract resulting from an award of this RFQ. The Vendor(s) may make the products and services requested in this RFO 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.

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 the contract; however, the vendor(s) is totally responsible for payment of all subcontractors.

The State of VW presently utilizes approximately 2700 cellular telephones, with airtime usage of approximately 7.5 million minutes annually, and approximately 200 data devices (Blackberries, Trees and similar data devices).

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 RFQ. "Roaming charges/long distance" will apply only when the user is outside of the "home area/local call footprint" and when not included in the package plan chosen. Roaming is defined as the area beyond the bordering counties in adjoining states within the continental United States...



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 RFQ 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.

If the vendor offers different network technologies, i.e.: GSM. iDen, CDMA, etc., the vendor is required to submit a separate response for each network technology.

Sprint has read and understood. Sprint will be submitting two proposals; this response is for Sprint Nextel iDEN National Network.



Part 2 Requirements – Sprint's iDEN Response

#	Requirements	Vendor Meets	Vendor Does
	Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4. Failure to meet all of these mandatory requirements shall result in disqualifications.	or Exceeds	Not Meet
		(Must Ma	rk One)
	VOICE AND DATA	XX	<u> </u>
2.1	All state entities that utilize the services resulting from this RFO shall receive a basic cellular telephone, at no charge to the State. This includes the handset, battery, AlC Charger, DIC power cord and user's manual.		
2.2	All equipment including but not limited to handset, battery, antennas, etc. provided under the terms of this agreement. shall be new and have a one year manufacturers warranty. No used or refurbished equipment will be accepted.	XX	
2.3	Vendor(s) shall offer the following features at no cost as the basic service:		
2.3.1	Call Forwarding	XX*	
2.3.2	Call Waiting	XX	
2.3.3	Three-Way Calling	XX	
2.3.4	Mobile to Mobile Calling	XX	
2.3.5	Voice Mail	XX	
2.3.6	Statewide service with no roaming charges or long distance fees within West Virginia and the bordering counties of adjoining states	XX	
2.3.7	Caller ID	XX	
2.3.8	Hands-free capable	XX	
2.3.9	Text Messaging capable phone	XX	
2.3.10	Free Nights (beginning 9:00 p.m. M-Th) and Weekends (beginning 9:00 p.m. Fridays) within the continental United States.	XX	
3	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.		
3.1	The vendor must support at least one of the following email systems:		
	Novell GroupWise	XX	
	Microsoft Exchange	XX	
	Lotus Notes	XX	
3.2	The vendor must support at least one of the following types of hardware:	·	
	Blackberry	XX	
	Treo		XX
	Windows Mobile	XX	
4.1	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. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones	XX	
4.2	requested in this RFQ. All devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting.	XX	
4.3	Vendor(s) shall offer "air cards" that allow for wireless data	XX	
7.0	POLICOI (O) OFFICE AND		



#	Requirements Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4. Failure to meet all of these mandatory requirements shall result in disqualifications.	Vendor Meets or Exceeds	Vendor Does Not Meet
2.5 (2.2.5) (2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.	1	(Must Ma	rk One)
	services for laptop or notebook computers.		
4.4	The State intends to retain the cellular numbers currently used with the expectation that the winning vendor(s) would manage porting as required.	XX	
	ENHANCED ITEMS		
	(Vendor must provide one or more. Failure to meet at least	one of 5.1, 5.2, 5.3	3 or
F 4	5.4 shall result in disqualification) Camera Phone allows a cell phone to be used as a camera.	XX	<u> </u>
5.1 5.2	Push to Talk feature allows a cell phone to be used as if it is a	XX	
J.Z	walkie talkie.		
5.3	The ability to rollover unused minutes from one month to the		XX
•	next.		ļ
5.4	The 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.	XX	
	ADDITIONAL SERVICES	<u> </u>	
	(Vendor must provide or plan to provide one or more. Failu	re to meet at least	one
	of 6.1, 6.2, or 6.3 shall result in disqualifica	ation) XX	
6.1	Offer or plan to offer a service(s) that 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.		
6.2	"Amber Alert" capable equipment. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature.	xx	
6.3	Offer or plan to offer Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency. 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.Qov. THIS REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS. TRAINING (Vendor must provide the following. Failure to agre	e shall result in	
	disqualification)	XX	
7.1	The vendor must provide "train the trainer" training for procurement officers, or other appropriate agency personnel, to clearly understand the ordering, billing and invoicing processes.		



#	Requirements Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4. Failure to meet all of these mandatory requirements shall result in disqualifications.	Vendor Meets or Exceeds	Vendor Does Not Meet
ing to the first first first first	Count in dioqualities	(Must Ma	rk One)
	ORDERING, BILLING, SERVICE and SUPP	ORT	
	(Vendor must meet 8.1 through 8.17. Failure to agree shall re	sult in disqualifica	ition)
8.1	The Vendor(s) shall provide activation of new service, or portability services at no additional charge.	XX	
8.2	Vendor(s) shall provide a toll-free support number coverage, staffed by technical personnel, to answer any service-related questions, including, but not limited to: parts, service, and administrative support.	XX	
8.3	Vendor shall repair or replace any malfunctioning units with equipment equal to, or better than, the original unit.	XX	
8.4	If vendor(s) implements technologies that render the State's voice or data devices inoperable, or otherwise non-functional, vendor(s) shall provide replacement devices free of charge prior to the new services becoming available.	XX	
8.5	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 a format mutually agreed upon by the State and the vendor.	xx	
8.6	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.	xx	
8.7	State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.	XX	
8.8	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.)	xx	
8.9	Billing shall be provided in a pre-approved format, as agreed upon by both the vendor(s) and the State. These bills will be delivered to the State on 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: *mandatory	XX	
	User Name	XX	
	*Cellular Number	XX	
	Office (landline) Number	XX	
	Supervisor's Name	XX	
	Supervisor's Office (landline) Number	XX	
	Department	XX	
	Agency Name	XX	
	Unit Name	XX	
	Org. Number	XX	
	*Bill to address	XX	
	Plan Level	XX	



#	Requirements Vendor shall meet 2.1, 2.2, 2.3.1, 2.3.2, 2.3.3, 2.3.4, 2.3.5, 2.3.6, 2.3.7, 2.3.8, 2.3.9, 2.3.10, 3.1, 3.2, 4.1, 4.2, 4.3, 4.4. Failure to meet all of these mandatory requirements shall result in disqualifications.	Vendor Meets or Exceeds	Vendor Does Not Meet
		(Must Ma	ırk One)
	*Number called	XX	<u></u>
	Duration of call or size of data transmission	XX	
	*Date and time of call or data transmission	XX	
	*Cost of call or data transmission	XX	
	*Overage charges, if applicable	XX	
	Fees	XX	
8.10	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. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.	xx	The state of the s
8.11	Vendor(s) shall provide to the state an additional monthly report that shows total minutes of usage by billed telephone number (BTN), in addition to billing the user agencies.	XX	
8.12	Vendor(s) shall work directly with the agencies to promptly resolve billing issues.	XX	
8.13	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.	XX	
8.14	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 in responses to this RFQ 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.	xx	
8.15	List applicable fees Name of Fee Mo. Amount		
	Federal USF is 2.12%		
	Federal WLNP is \$.15 per line		
	Federal E911 is \$.40 per line		
	WV State 911 is \$3.00 per line (if charged by State to State owned phones)		
	 The additional fees are subject to change. Sprint will pass through any government mandated increases or decreases. 		

^{*} The Call Forwarding capability is part of our basic service. There are usage charges associated with forwarding calls.



Part 3 Cost

- 3.1 Vendor must respond to one (1) or more of the following pricing plan alternatives: The State shall reserve the right to combine all three plans to select the Prime Vendor or shall split award and have a Prime Vendor for each plan.
- 3.1.1 Conventional Plans Please provide conventional (minute bucket) pricing alternatives. Vendor(s) must complete four-part scenario cost attachment. (Attachment A)

Please see Attachment A for Sprint's response.

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

Please see Attachment B for Sprint's response.

3.1.3 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 C)

Sprint will not be responding to this question.

3.1.4 Data Cost Sheet - Please provide pricing information on the cost for PDA data usage. The vendor shall provide the device and a plan that includes unlimited data usage with no roaming charges within the Continental United States. Vendor(s) must complete attached cost sheet. (Attachment D)

Please see Attachment D for Sprint's response.

Vendor(s) shall attach price lists for all available calling plans, data plans, additional features/services, optional devices and accessories. Including, but not limited to: Belt clips, handsfree kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.

Sprint has read, understood and will comply.



Agreement Addendum

WV-96

Rev 5/94

AGREEMENT ADDENDUM

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.
- 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
- 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.
- 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.
- 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 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.
- 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	VENDOR
Spending Unit:	Company Name: SPEINT SOUTIONS
Signed:	Signed: Frank Hart
Title:	Title: DRECTOR, PDBS
Date:	Date: SEDT. 25, 2006

WV-36a STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:				
Vendor: SPRINT SOCUTIONS (NO.	Spending Un	it:	3				
R	equisition N	Vo.: <u>С</u>	PHONE 07				
ADDENDUM ACKNOW	LEDGEMEN	NT.					
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans an	ecked adder d/or specific	ndum(s cations,) and have made etc.				
Addendum No.'s:							
No. 1							
No. 2							
No. 3							
No. 4							
No. 5							
I understand that failure to confirm the rece rejection of bids.	ipt of the a	ddendu	m(s) is cause for				
	SPRINT CO	ompany	Tions, INC. 2006				

Exhibit 10 Rev. 11/96



Affidavit

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 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 exceed 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:	SPRINT SOLUTION	75	
Authorized Signature:	Fronk Statt	Date:	SEPT. 25, 2006
No Debt Affidavit Revised 0 2/08/06	Q.		

	,	
·		

State of West Virginia Notes Concerning Pricing Sprint PCS - CDMA Corporate Liable Pricing

- *Rates exclude taxes & Sprint Fees (including USF charge of up to 2.12% that varies quarterly, cost recovery fees of \$0.55 per lin & state/local fees that vary by area. Sprint Fees are not taxes or government required charges.
- 1 Unless otherwise noted, Nights are 9:00pm to 7:00am. Weekends begin Fri. at 9:00pm and end Mon. at 7:00am.
- 2 CDMA Roaming Buy-Up not available on \$34.99 Ready Link plan
- 3 Area-wide Plan: Plan minutes may not be used for calls outside the extended calling area or for roaming.
- 4 Add-A-Phone not combinable with shared minutes on the same account.
- 5 Free & Clear, Ready Link & Total Wireless Access plans can share minutes with each other.
- 6 Sprint PCS Ready Link: Requires a Sprint PCS Ready Link phone activated on a Sprint PCS Ready Link plan. Works on in conjunction with other Sprint PCS Ready Link phones on the Sprint PCS Nationwide Network. Cannot send or receive other voice calls when in use. Roaming not available with single-band phones or for customer located outside the Nationwide Sprint PCS Network. Roaming usage may not exceed 50% of total usage per month or allocated roaming minutes in applicable markets.
- 7 Sprint PCS Free and Clear Plan: Roaming not available with single-band phones or for customer located outside the Nationwide Sprint PCS Network. Roaming usage may not exceed 50% of total usage per month or allocated roaming minutes in applicable markets. Roaming minutes cannot be shared.
- 8 Sprint PCS Total Wireless Access: Plan minutes include roaming, but roaming usage may not exceed 50% of total usage per month or allocated roaming minutes in applicable markets. International roaming rates will vary and may be billed seprately.
- 9 Free Incoming Plans: Incoming call minutes are not free while roaming off of th Sprint PCS Network. Nationwide Walkie-Talkie: provided as Sprint PCS Ready Link. Sprint PCS Ready Link requires a Ready Link capable phone.
- 10 Sprint Fair & Flexible Monthly charges may change month-to-month based on usage. Shared minutes not available. Roaming not available with single-band phones or for customer located outside the Nationwide Sprint PCS Network. Roaming usage may not exceed 50% of total usage per month or allocated roaming minutes in applicable markets.
- 11 Sprint Mobile to Mobile: Only available on calls placed directly between separate Sprint PCS phones and most Nextel phones while on the Nationwide Sprint PCS Network (not through voicemail, directory assistance or other indirect method.

State of West Virginia Notes Concerning Pricing Nextel iDEN Network

Plans:

*Rates exclude taxes & Sprint Fees (including USF charge of up to 2.12% that varies quarterly, cost recovery fees up to \$2.83 per line, & state/local fees that vary by area). Sprint Fees are not taxes or government required charges. Rate Plans are valid for Business Accounts until 1/18/06 except where noted. Offers are subject to change, and may not be available in all markets. Certain restrictions may apply. Offers may require credit approval, new activation and one- or two-year subscriber agreement. Additional charges may apply and may vary by market, including state and federal taxes, a federal Universal Service Assessment recovery fee of either 1.397% or 1.55% (subject to change quarterly), state universal service fees, in some states a Gross Receipt Recovery Fee of 1.4% to 5%, and a state-required E911 fee. Long Distance includes domestic long distance charges. Caller ID may not be available on all calls. Activation fee of \$36 per phone (For IL accounts: \$36 for the first line and \$18 for additional lines) may apply. \$200 early termination fee may apply, after 14-day trial period (may vary by state), conditions apply. Read Service Agreement for details.

- 1 Share Key: Both = cellular and DC, Cellular = cellular only, WT = Walkie-Talkie only, Both = cellular and WT, No = Does not share. Walkie-Talkie minutes share with like plans.
- 2 Walkie-Talkie minutes are calculated based on the duration of the call times the number of participants; and are charged to the call initiator.
- 3 Unlimited Walkie-Talkie does not include Talkgroup calls.
- 4 Nights (9pm to 7am). Weekends (Fri. 9pm to Mon. 7am). On the iDen Network calls are rated by the appropriate minute throughout the call. As of 11/1/05 an entire call is rated according to when the call is initiated.
- 5 Caller ID may not be available on all calls. Read subscriber agreement for details.
- 6 Add-On plan requires activation of at least one base Team Share plan on the account.
- 7 Pay-As-You-Go Messaging on the Sprint Free Incoming, Sprint Fair & Flexible, Nextel National Business Plans and Nextel Local Instant Connect Plans does not apply in Florida, New York, New Jersey and Southern California unless subscribed to another data service.
- 8 Mobile to Mobile: Offer not available to subscribers in Nextel Partner Markets. May exclude calls to and from Nextel Partner subscribers. See Sprint.com/M2M for more details.

Data Services:

- 1 Most Wireless Data Services require Nextel digital cellular service and a data-capable phone. Free Month Offer: Service Credit will be applied on first or second month's invoice. After that time, subscriber will be charged the applicable monthly fee.
- 2 Requires data-capable phone and Nextel digital cellular service. Image/Audio Messaging requires phone capable of sending and receiving image/audio messages. One Way Messaging Alerts: Alerts are 15¢ per received message.
- 3 Pay-as-you-go text messaging is excluded in the FL, NY, NJ, and Southern CA Markets.
- 4 Additional fee may apply for some 3rd party services. Requires capable handset. Certain applications may be network aware and require subscription to a plan that includes data access.
- **5** GPS Services: Environment may limit GPS location info. Credits for free month of service offers will be applied on first or second month's invoice. After that time, subscribers will be charged monthly access fee unless subscriber cancels.
- 6 Racing Connection Services automatically activated for the i736 (while supplies last), unless customer has another Wireless Data Service active, or requests to opt-out at time of i736 activation. Also available for the i710, i730, i733, and i830
- 7 Sprint reserves the right to terminate any data subscription if usage adversely affects network performance.
- 8 Nextel WiFi Hot Spot Plan and Unlimited Wireless PC Access Plan are intended to support laptop or PDA web browsing and Internet-based mail. No charge for first month's free access. After that time, applicable access fee applies unless subscriber cancels.

Most Wireless Data Services require an Internet-ready phone. Current prices are from 11/01/2005-11/30/2005 and are subject to change. Additional applications may require other fees.

- AOL, Buddy List, the triangle design, and Instant Messenger are registered trademarks of America Online, Inc.; Copyright ©2005 Yahoo! Inc. All rights reserved.
- NASCAR, COM TO GO is a registered trademark of NASCAR. PitCommand is a registered trademark of Turner Sports Interactive.

State of West Virginia **Sprint Business Essentials** Corporate and Individual Liable Pricing

SPRINT RATE PLAN	Cellular Minutes Included	L	ist MRC	Discounted MR		MRC	MRC	
		ASSES.		33	Corporate Liable	Individual	Liable	
Sprint Business Essentials Plan	400	\$	39.99	\$	29.99	\$	33.99	
Sprint Business Essentials Plan	1.000	***************************************	59.99	\$	44.99	\$	50.99	
Sprint Business Essentials Flan	1,400		79.99	\$	59.99	\$	67.99	
Sprint Business Essentials Plan	2,000		99.99	\$	74.99	\$	84.99	
Sprint Business Essentials Plan	3,000	************	149.99	\$	112.49	\$	127.49	
Sprint Business Essentials Plan	4,000		199.99	\$	149.99	\$	169.99	

Included with Plan:

Unlimited Night and Weekend Minutes - Monday through Thursday 7pm to 7am and Friday 7pm to Monday 7am

Pooling - Anytime cellular minutes share across all rate tiers on the same network Unlimited Nationwide Walkie-Talkie (iDEN) or Sprint Mobile to Mobile (CDMA)

Long Distance

Roaming is included on CDMA Network. Roaming not available with single-band phones or for customer located outside the Nationwide Sprint PCS Network. Roaming usage may not exceed 50% of total usage per month or allocated roaming minutes in applicable markets. Roaming minutes cannot be shared.

Voice Mail Caller ID

ADDITIONAL CHARGES:

Description	Overage	Rate/Min
Overage Charges (All Minute Plans)	\$	0.4000

Note: All Cellular calls round airtime to the next full minute.

5.00 I iDEN Ites. 5.00	\$	3.75	\$ Subscribers	ual Liable 4.25 s while on 4.25
l iDEN ites. 5.00	and Sprin	t PCS :	Subscribers	while on
ites. 5.00	\$			
5.00		3.75	\$	4 25
				7.60
o Spri 0.00	,		ers while on	the 8.50
8.00			\$	6.80
utes.	Voice pla	ns with	a List MHC	
5.00 l	\$		<u> </u>	21.25
	25.00	25.00 \$ ne plan. A custo	25.00 \$ 18.75 ne plan. A customer mu	nutes. Voice plans with a List MRC 25.00 \$ 18.75 \$ ne plan. A customer must have at a constant.

Additional Notes:

Sprint Business Essentials plans are available to new business customers with a 1-year Sprint wireless agreement. International roaming rates will vary and may be billed separately.

Discounted MRCs assumes Corporate Liable Discount of 25% Discounted MRCs assumes Individual Liable Discount of 15%

State of West Virginia Vision Access Packs Corporate Liable Only

Access Pack	Lis	t MRC	Discoun	ted MRC
Vision Access Pack	\$	10.00	\$	7.50
Includes:				
Unlimited Vision Access to use the Web				
100 SMS text messages (\$0.10/msg overage)				
 upgrade to unlimited SMS text messaging for \$7.5 disce 	ounte	ed MRC		
Vision Professional Pack	\$	15.00	\$	11.25
Includes:				
Unlimited Vision Access to use the Web				
100 SMS text messages (\$.10/msg overage)				
- upgrade to unlimited SMS text messaging for \$7.5 disc	ounte	ed MRC)	
Voice Command				
Unlimited Picture Mail				
Gillianed Focaro Han				
Vision Business Communication Pack	\$	20.00	\$	15.00
Includes:			<u> </u>	
Unlimited Vision Access to use the Web				
100 SMS text messages		<u> </u>		
BCPE				
Voice Command				
			<u> </u>	
Power Vision Access for Business	\$	15.00	\$	11.25
Includes:				
Unlimited EVDO and 1X Web Access				
100 SMS text messages				
 upgrade to unlimited SMS text messaging for \$7.5 disc 	ount	ed MR0	9	
Power Vision Professional Pack	+	20.00	\$	15.00
Includes:	_			
Unlimited EVDO and 1X Web Access	_			
100 SMS text messages	_			
- upgrade to unlimited SMS text messaging for \$7.5 disc	count	ed MR	c	
Voice Command				
Unlimited Picture Mail & Video Mail	_			······································
Unlimited Ficture Iviali & Video Iviali	_			
Power Vision Business Communication Pack	\$	25.00	\$	18.75
Includes:				
Unlimited EVDO and 1X Web Access				<u> </u>
100 SMS text messages				
- upgrade to unlimited SMS text messaging for \$7.5 dis-	coun	ted MR	C	
Voice Command				
BCPE				

Note: Choice of Pack Included on all 2,000+ minute plans

Note: Vision Packs 50% off for AAP lines

Discounted MRCs assumes Corporate Liable Discount of 25%

State of West Virginia SMS Text Messaging Corporate and Individual Liable

RATE PLAN:

SPRINT RATE PLAN	List MRC Discounted			d M	RC		
				Corporate Liable		Individual Llable	
Pay-as-you go / Casual	1	10 per sage	\$0.1 mes	0 per sage	1 ' '	.10 per ssage	
300 messages	\$	5.00	\$	3.75	\$	4.25	
1000 messages	\$	10.00	\$	7.50	\$	8.50	
Unlimited Messages	\$	15.00	\$	11.25	\$	12.75	

SMS PLAN DETAILS:

Voice Plan required
Vision not needed
SMS Messages pricing is 50% off for AAP lines
100 SMS text messages included in all Business Vision Packs.
Unlimited SMS can be added to the Business Vision Packs for and additional buy-up of \$7.5 Discounted MRC.

Discounted MRCs assumes Corporate Liable Discount of 25% Discounted MRCs assumes Individual Liable Discount of 15%

State of West Virginia Connection Card Pricing Corporate and Individual Liable Pricing

RATE PLANS:

Flexible Plan	40 Megabytes	\$	39.99	\$	29.99	\$	33.99
			is the first included	Corpo	rate Liable	15,000	dividual <u>iable</u>
SPRINT RATE PLAN	Included Usage	Lis	t MRC		Discounted	41000	

Notes:

Additional Usage is \$.001 per Kilobyte up to Maximum Monthly Usage Charge (MMUC) of \$89.99 -CL / \$93.99 - IL (after Discounts) The Flexible plan becomes Unlimited Plan once MMUC is reached.

Unlimited	Unlimited	\$	79.99	\$	59.99	\$ 67.99
				Corpo	orate Liable	LIANIE
SPRINT RATE PLAN	Included Usage	1	ist MRC		Discounted	

Voice Attachable (for connection cards with voice calling capability):

Cellular Minutes Included	L	ist MRC	Discour		ited MRC			
			Corpo	orate Liable	Indiv	idual Liable		
100	\$	12.00	\$	9.00	\$	10.20		
150	\$	16.00	\$	12.00	\$	13.60		
250	\$	25.00	\$	18.75	\$	21.25		
500	\$	40.00	\$	30.00	\$	34.00		

Note: Overage rate is \$0.2 per minute.

Discounted MRCs assumes Corporate Liable Discount of 25% Discounted MRCs assumes Individual Liable Discount of 15%

State of West Virginia Wireless E-Mail Pricing - Blackberry Corporate and Individual Liable Pricing

Monthly Recurring Charges:

BlackBerry Price Plans

5MB Email & Web Plan:

5MB Email & Web Plan	\$	39.99	\$	29.99	\$	33.99
			Corpo	rate Liable	5,000	lividual _iable
SPRINT RATE PLAN	Li	st MRC		Discounted		

Included with the 5MB Email & Web Plan:

5MB of Data Usage Unlimited Internet or BB Browsing Unlimited NOL Browsing & Help Unlimited Java Application Data Usage

Additional Charges with the 5MB Email & Web Plan:

Description	Overage Rate/Min
	\$0.20 / Min
	\$0.20 / Min
	\$0.001 / KB

Note: Messaging Services Not Included.

BlackBerry Unlimited Email & Web Plan:

SPRINT RATE PLAN	List MRC		Discounted MRC
		Corp	orate Liable Individua Liable
BlackBerry Unlimited Email & Web Plan	\$ 49.99	\$	37.49 \$ 42.49

Included with the Unlimited Email & Web Plan:

Unlimited Data Usage
Unlimited Internet or BB Browsing
Unlimited NOL Browsing & Help
Unlimited Java Application Data Usage

Additional Charges with the Unlimited Email & Web Plan:

Production of the second	The second secon
Description	Overage Rate/Min
Cellular Home Area	\$0.20 / Min
Voice LD	\$0.20 / Min

Note: Messaging Services Not Included.

State of West Virginia Wireless E-Mail Pricing - Blackberry Corporate and Individual Liable Pricing

Non-Recurring Recurring Charges:

Moll-Mecalinia liconinisa characo.	
Blackberry Enterprise Server v4.1	
Standard package	
Microsoft Exchange, Lotus Dominio, Novell	
Groupwise	\$3,200
Comes with 20 CALs. Can support up to	
2,000 depending on software version and	
email type	
Optional: Customer can use existing BES if	
there is space available	
Blackberry Enterprise Server v4.1 Single	
User	\$2,299
Includes 1 CAL, expandable to full BES with	
up to 2,000 users	
Blackberry Enterprise Server v4.1 Small	
Business Edition	\$749
Comes with 5 CALs, expandable to total of	
15 users	
BES v4.1 Upgrade	\$699

Client Access License (CAL)

	Per Seat	Total
1 CAL	\$ 74.00	\$ 74.00
5 CAL	\$ 65.80	\$ 329.00
10 CAL	\$ 54.90	\$ 549.00
50 CAL	\$ 51.98	\$ 2,599.00
100 CAL	\$ 47.99	\$ 4,799.00
500 CAL	\$ 45.20	\$ 22,599.00
1000 CAL	\$ 41.50	\$ 41,499.00
Small Bus. Ed. 1 CAL	\$ 139.00	\$ 139.00
Small Bus. Ed. 5 CAL	\$ 127.80	\$ 639.00

Technical Support

	¢400 por con/or			
	\$499 per server,			
Tier 1	\$19 per handheld			
	\$625 per server,			
Tier 2	\$25 per handheld			
	\$9,999 program fee;			
	\$749 per server,			
Tier 3	\$29 per handheld			
	\$49,999 program fee;			
	\$749 per server,			
Tier 4	\$29 per handheld			
	\$74,999 program fee;			
	\$749 per server,			
Tier 5	\$29 per handheld			
Care package includes software upgrade program				

Discounted MRCs assumes Corporate Liable Discount of 25% Discounted MRCs assumes Individual Liable Discount of 15%

State of West Virginia Wireless E-Mail Pricing - Business Connection **Corporate Liable Only**

- * Business Connection is offered 3 ways: Enterprise Edition (EE), Server Edition (SE) and Personal Edition (PE).
- * Business Connection requires a primary voice plan, Vision plan of end-user's choosing and either BCEE, BCSE or BCPE.
- * EE & SE are CL only and require a \$250 one-time set-up; both are sold in seats of 10.
- * PE can be purchased individually and does not require a set-up fee.

Monthly Recurring Charges:

Monthly Recurring Charges:	List MRC		Discounted MRC
Enterprise Edition	\$20 MRC + Vision Plan; seats multiples of 10 ONLY	n \$15 I	MRC + Vision Plan; seats in multiples of 10 ONLY
10 seats	\$ 200.0	0 \$	150.00
20 seats	\$ 400.0	0 \$	300.00
30 seats	\$ 600.0		450.00
40 seats	\$ 800.0	0 \$	600.00
50 seats	\$ 1,000.0	0 \$	750.00
60 seats	\$ 1,200.0		900.00
70 seats	\$ 1,400.0	0 \$	1,050.00
80 seats	\$ 1,600.0	0 \$	1,200.00
90 seats	\$ 1,800.0	0 \$	1,350.00
100 seats	\$ 2,000.0	0 \$	1,500.00
	\$20 MRC + Vision Plan; seats	in \$15	MRC + Vision Plan; seats in
Server Edition	multiples of 10 ONLY		multiples of 10 ONLY
10 seats	\$ 200.	00 \$	150.00
20 seats	\$ 400.	00 \$	300.00
30 seats	\$ 600.	00 \$	450.00
40 seats	\$ 800.	00 \$	600.00
50 seats	\$ 1,000.	00 \$	750.00
60 seats	\$ 1,200.	00 \$	900.00
70 seats	\$ 1,400.		1,050.00
80 seats	\$ 1,600.	00 \$	1,200.00
90 seats	\$ 1,800.		1,350.00
100 seats	\$ 2,000.		1,500.00
Personal Edition	\$10 MRC + Vision Plan		\$7.50 MRC + Vision Plan

Set Up Fees:

250.00 **Enterprise Edition** \$ 250.00 **Server Edition**

Discounted MRCs assumes Corporate Liable Discount of 25%

State of West Virginia Nextel Blackberry National Team Share Plans Nextel IDEN Network

RATE PLAN:

Discounted MRC	59.99	67.49	82.49	97.49
ListMRC	\$ 79.99	\$ 66.68	109.99	\$ 129.99 \$
Cellular Minutes Included	400	8 009	8 006	1,200
IDen RATE PLAN	Nextel BlackBerry National Team Share 400	Nextel BlackBerry National Team Share 600	Nextel BlackBerry National Team Share 900	Neviel Black Rerry National Team Share 1200

Nationwide Talkgroup Talkgroup Share Nights And Long Voice Mail Caller ID Wilder Falkie Included? Overage Minutes? Weekends? Distance	ninge Yes 15¢ per minute Both Unlimited Included \$1 per month \$1 per month U	Access	160 100 100 100 100 100 100 100 100 100	-1:	250 10¢ per minute Yes 15¢ per minute Both Unlimited Included \$1 per month \$1 per month Unlimited Email & Web Access
rer Call Overage Local Walkie-Talkie	404 per minida		ar 40¢ per minure	ar 40¢ per minute	
Subscriber Den RATE PLAN Agreement	Voca Voca		Nextel BlackBerry National Team Share 600 One-Year	Market Disabbarn Metional Team Share 900 One. Year	Nextel BlackBerry National Team Share 1200 One-Year

Notes:
1. Only available on the BlackBerry 7100i and 7520 powered by Nextel.
2. BlackBerry Data plan required with all active BlackBerry handhelds from Nextel.

Data Plan:

Data Plan:	AND THE RESIDENCE OF THE PARTY	Discounted MRC	Discounted MRC
iDen Data Bundles	List MRC	Discourred wine	Discounted Initio
Nextel Data Ultimate Pack	\$ 20.00	\$ 15.00	Unlimited Web Service, Unlimited Data Access, Unlimited image and audio messages, Mobile Email (WAP), Instant Messaging (WAP), Pay-As-You Go Text Messaging
			Unlimited Web Service, Unlimited Data Access, 100 image/audio messages (overage \$0.25/msg), Mobile Email (WAP), Instant Messaging (WAP), Pay-As-You Go
Nextel Data Plus Pack	\$ 15.00	\$ 11.25	Text Messaging
			Unlimited Web Service, Unlimited Data Access, Mobile Email (WAP), Instant Messaging (WAP), Pay-As-You Go image/audio and text
Nextel Data Access Pack	\$ 10.00	\$ 7.50	messaging

Features:

Features:		National Control of the Control of t
Individual Services	Monthly Price	Included Services
	\$15.00	Unlimited Text Messaging and
	Overage \$0.25 per	Pay-As-You-Go image/audio
Unlimited Text Messaging Plan	image/audio message	messages
Offinalities a Coll Microscoping a Mari	\$10.00	
	Overage \$0.10 per text	
	-	1000 Text Messages and Pay-
	message	
	\$0.25 per image/audio	As-You-Go image/audio
Text Messaging 1000 Plan	message	messages.
	\$5.00	
	Overage \$0.10 per text	
	message	300 Text Messages and Pay-
	\$0.25 per image/audio	As-You-Go image/audio
Text Messaging 300 Plan	message	messages.
Text wessaging 500 Flair	\$0.10 per text message	Pay-As-You-Go text
		messaging and Pay-As-You-
	\$0.25 per image/audio	
Pay-As-You-Go Messaging	message	Go image/audio messaging.
		View, share and print photos
		from the web and directly from
		your Multimedia Messaging -
		enabled phone. Additional
		charges apply for uploading
		pictures from the phone (via
		Multimedia Messaging)and for
Mobile Pics	\$ 3.00	printing photos.
MOONO 1 100	<u> </u>	Access to over 80 top
		wireless Internet sites like
		CNN.com, ABCnews.com,
		ESPN.com, CBS
		· · · · · · · · · · · · · · · · · · ·
		MarketWatch, The Weather
		Channel and more for news,
		weather & traffic, sports,
1		finance, travel, entertainment
Web Plan	\$ 5.00	and more.
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		Unlimited access to desktop
l		email application. Read, reply
		to, forward, create or delete
**************************************		. .
		email messages. Manage
		your calendar. Update
	\$15	contacts. Synchronized over
	Requires purchase of a	the air with your desktop
Mobile Email Enhanced	Data Bundle	application.
Mobile Efficia Effication		
		Access to messaging, web
	***************************************	services, mobile email and
	1	1
		BlackBerry when traveling.
		Must be subscribed to services
		in order to access them
	Pay-As-You-Go:	internationally and standard
International Data Services	\$0.018/kilobyte	service charges apply
HIROTHAMORIA DAM OFFICE	14-10-10-11-0	1 · · · · · · · · · · · · · · · · · · ·

Features:

Features:	promotes and a state of the sta	Included Services
Individual Services	Monthly Price	
		10 routes of phone-based
		visual and audible turn-by-turn
		driving directions. 1/2 MB
		Data Access. Must have
	\$10.00	JAVA and GPS enabled
	10 Routes 1/2 MB Data	phone. Compatible phones
	included. Overage rate of	include i325, i58sr, i710, i730,
Telenav 10	\$0.01/kb applies.	i733, i736, i830, i860.
		Unlimited routes of phone-
		based visual and audible turn-
		by-turn driving directions.
	\$10.00	Must have JAVA and GPS
	Unlimited routes, requires	enabled phone. Compatible
	the purchase of a Data	phones include i325, i58sr,
	Access Plan or Data	i710, i730, i733, i736, i830,
Telenav Unlimited	Bundle.	i860.
700101		
		Unlimited real time access to
		online map. Includes Pay-As-
		You-Go Messaging.
		Requires GPS enabled internet
		ready phone that has been
		upgraded if purchased prior to
		Oct 1, 2004 and PC with
Mobile Locator	\$ 15.00	Internet connectivity.
		2000 contact address book,
		MyNextel Address Book
		Administrator and Pay-As-You-
MyNextel Address Book	\$ 5.00	Go Messaging.
		Web Plan that includes
		access to NASCAR.COM
		Mobile, NASCAR's Wireless
		web site, NASCAR.COM
		Alerts , NASCAR themed ring
		tones and wallpapers and
		NASCAR TO GO With
Racing Connection	\$ 5.00	PitCommand.

Data Access Plans

	Discounted MRC	Overage per KB	Included MB
Plans			Unlimited
Unlimited Data Access	\$ 7.50] NA	
Pay-As-You-Go Data Access	NA	\$ 0.02	0 MB
Nextel WiFi HotSpot Plan	\$ 30.00	NA	Unlimited
Unlimited Wireless PC Access with			
WiFi Hotspots Plan	\$ <u>41.25</u>	NA	Unlimited
Unlimited Wireless PC Access			
Plan	\$ 33.75	<u> NA </u>	Unlimited

State of West Virginia Miscellaneous Wireless Services

Equipment Protection

Network	Plan Name	Comments	MRC
	Sprint PCS Equipment Replacement Program	\$50 Deductible per occurrence	\$4 per line
PCS	Sprint Equipment Service & Repair Program		\$3 per line
PCS	Sprint PCS Total Equipment Protection	Combines Replacement with S&R Program.	\$6 per line
Nextel	Equipment Service & Repair Program Level 1	1 to 50 Active Phones on Single Account	\$3 per line
		51 to 999 Active Phones on Single Account	\$2 per line
		1000 plus Active Phones on Single Account	\$1 per line

Mobile to Office

Network		Comments	MRC
		MRC for one pre-identified office phone number. The MRC will increase for a range of	
		pre-identified numbers. Service only available	
PCS or Nextel	Sprint Mobile to Office	with voice plans priced at \$49.99 or higher.	\$8 per line

NextMail

Nextman		·		Contract Contract
Network	Plan Name	Comments	MRC	<i>;</i>
		Send a voice message to any email address		
		even if the recipient is not a Nextel user. Local		1
		Walkie-Talkie usage applies while audio is		
Nextel	NextMail	being recorded.	\$	7.50

GPS

Vendor	Application	Description	CDMA	iDEN
Sprint	Sprint Precision Locator	Track and communicate with mobile workers. GPS, SMS and Presence No client (handset) application	\$10 NRC \$20 MRC	N/A
Sprint	Mobile Locator	Locate and message mobile workers.	N/A	\$20 MRC
Telenavigation	Telenav	Audible turn-by-turn driving directions	\$10 MRC	\$10 MRC
ActSoft	Comet Tracker	Mobile management, tracks time, tasks, jobs and locations of remote workers. Uses Microsoft MapPoint	\$20 NRC \$20 MRC	\$20 NRC \$17 MRC
	Smart Locate/GPSTrac	Geolocation and Route optimization. GPS, SMS and Presence features.	\$25 NRC \$20 MRC	\$2000 NRC \$20 MRC
Corrigo	CorrigoConnect	Control customer service delivery. Variety of client applications. Blackberry only on CDMA.C11	\$14 MRC	\$14 MRC
OUTING	100113000111001	Track mobile fleet operations. Both client and	\$25 NRC	\$25 NRC
Xora	TimeTrack	clientless versions.	\$22 MRC	\$20 MRC
		Track mobile fleet operations. No client	\$25 NRC	\$25 NRC
Gearworks	eTrace	application.	\$25 MRC	\$15 MRC

Notes:

^{1.} Prices do not include any applicable discounts.

Attachment A-3

				11.
Plan Features (included in 2.4)	Required Minimum Unit Cost	Unit Cost	Vendor(s) 1 year Plan	Vendor(s) 2 year
	-	(if no cost enter 0)	Response	Plan Response
I included minutes	75	75 N/A	400	
2 Moethly Plan Cost	N/A	NA	\$ 29.99	\$ 29.99
3. Cost per additional minute (over	30	\$ 0.40	\$ 12.00	\$ 12.00
included minutes)				
 Cost per Long-distance minute 	30	\$0.00	\$0.00	\$0.00
(calling outside home area)				
5. Cost per Roaming minutes	30	N/A	NA	N/A
(placing calls while outside "home				
area")				
Sub-total: (add 2+3+4+5)	N/A	N/A	\$ 41.99	s
Scenario #1 Total:	N/A	N/A	\$ 12,177.83	\$ 12,177.83
(sub-total x 290)				

Attachment A-5

Scenario # 2: (50% of State's estimated 2900 users)

Scellello # 2: (50 % of citate & commerce access)				
Plan Features (included in 2.4)	Required Minimum	Required Minimum Unit Cost (if no cost enter Vendor(s) 1year Plan		Vendor(s) 2 year
		(0	Response	Plan Response
1. Included minutes	250 N/A	NA	400	400
2. Monthly Plan Cost	N/A	N/A	\$ 29.99	\$ 29.99
3. Cost per additional minute (over	30.	\$ 0.40	\$ 12,00	\$ 12.00
included minutes)				
4. Cost per Long-distance minute	30	00'0\$	\$0.00	\$0.00
(calling outside home area)				
5. Cost per Roaming minutes	30	N/A	W/N	N/A
(placing calls while outside "home				
area")				
Sub-total: (add 2+3+4+5)	N/A	N/A	\$ 41.99	\$ 41.99
Scenario #2 Total:	N/A	N/A	\$ 60,889.13	\$ 60,889.13
(sub-total x 1450)				

Attachment A-7

Vendor(s) 2 year Plan Response

56.99 49,583,48 56.99 49,583.48
 Scenario # 3: (30% of State's estimated 2900 users)

 Plan Features (included in 2.4)
 Required Minimum
 Unit Cost (if no cost enter Vendor(s) 1 year Plan (0))

 1. Included minutes
 500 N/A
 10

 2. Monthly Plan Cost
 N/A
 \$
 44

 2. Monthly Plan Cost
 30 \$
 \$
 17
 1. Included minutes
2. Monthly Plan Cost
3. Cost per additional minute (over included minutes)
4. Cost per Long-distance minute (calling outside home area)
5. Cost per Roaming minutes (placing calls while outside "home area")
Sub-total: (add 2+3+4+5)
Sub-total: (add 2+3+4+5)
Sub-total: (abd 2+3+4+5)
Sub-total: (abd 2+3+4+5)
Sub-total: (abd 2+3+4+5)

Scenario # 4: (10% of State's estimated 2900 users)

Note: Plan includes no long distance and no roaming charges within the continental United States.

Plan Features (included in 3.2.5) Required Minimum Unit Cost (if applicable) Vendor(s) 1year Plan	Required Minimum	Unit Cost (if applicable)		Vendor(s) 2 year
				Plan Response
1. included minutes	Unlimited	N/A	4000	
2. Monthly Plan Cost	N/A	N/A	\$ 149.99	\$ 149.99
Scenario #4 Total:	N/A	N/A	\$ 43,497.83	\$ 43,497.83
(monthly cost x 290)				

TOTALS

12,177.83	60,889.13	49,583.48	43,497.83	166,148.25
Scenario #1 \$	Scenario #2 \$	Scenario #3 \$	Scenario #4_\$	GRAND TOTAL: \$
cenario #1 \$ 12,177.83	cenario #2 \$ 60,889.13	icenario #3 \$ 49,583.48	cenario #4 \$ 43,497.83	GRAND TOTAL: \$ 166,148.25
		Scenario #1 \$ Scenario #2 \$	Scenario #1 \$ Scenario #2 \$ Scenario #3 \$	Scenario #1 \$ Scenario #2 \$ Scenario #3 \$ Scenario #4 \$

ATTACHMENT B

VOICE COST SHEET

POOLED CALLING PLAN - 1 year pricing

Note: Plan includes no long distance and no roaming charges within the continental United States.

					T constant	Column C	i amily	Column
Column A Plan Features (included in 2.3)	Cournn B Required Minimum	Voolum C Vendor(s) 1 year Plan Response (Monthly base cost for 2 lines)	Cost per additional minute (over included minutes)	Voluini C. Monthly Per line charge (if applicable, if not applicable enter 0)	# of lines 1) - 2 lines In Column C) x ar line charge 3) if not enter 0	Total Monthly Cost (- 1 year plan (Column C + Column F)	ear olumn onths)	Rollover Minutes? (Yes or No)
Up to 10 lines	100 minutes*	\$ \$	\$ 0.40	\$ 18.75	\$ 150.00 \$	\$ 209.39		°Z
Up to 10 lines	750 minutes*	\$6.93	0.40	\$ 18.75	\$ 150.00 \$	\$ 506.99	2,519.82	No
Up to 15 lines	3750 minutes**	\$ 179.98 Requires 3 Base Users	0.40	\$ 18,75	\$ 225.00 \$	\$ 404.98	\$ 4,859.73 No	No No
Up to 20 lines	10,000 minutes***	\$ 449.97 Requires 4 Base Users	\$ 0.40	\$ 18.75	\$ 300,00	\$ 749.97 \$		O O
Up to 50 lines	30,000 minutes****	\$ 1,124.93 Requires 10 Base Users	\$ 0.40	\$ 18.75	\$ 750.00	750.00 \$ 1,874.93 \$		ON.
GRAND TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	\$ 41,398.11 N/A	N/A

^{*100} Minute and 750 Minute Required Minimums reflect 2 Users on the 400 Anytime Minute Plan and the remaining 8 Users on the Add-A-Phone Plan.
*3750 Minute Required Minimum reflects 3 Users on the 1400 Anytime Minute Plan and the remaining 12 Users on the Add-A-Phone Plan.
*10,000 Minute Required Minimum reflects 4 Users on the 3000 Anytime Minute Plan and the remaining 16 Users on the Add-A-Phone Plan.
*30,000 Minute Required Minimum reflects 10 Users on the 3000 Anytime Minute Plan and the remaining 40 Users on the Add-A-Phone Plan.

Note: Plan includes no long distance and no roaming charges within the continental United States.

Attachment B-3

						l		
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column	Column J
Plan Features (included in 2.3)	Required Minimum	1 year Plan	dditional minute	Monthly Per line charge		Total	Total 1 Year	Rollover
				(if applicable, if not (Column A) - 2 lines		Monthly Cost	Cost · (Column	Minutes?
				applicable enter 0)	ŏ	- 1 year plan	3 x 12 months)	(Yes or No)
		(Monthly base cost for 2 lines)			Monthly per line charge (C	(Column C+	(Column C +	
					(Column E) if not applicable enter 0	Column F)		
Up to 10 lines	100 minutes*	\$ 89.99	\$ 0.40 \$	\$ 18.75	\$ 150.00	\$ 209.99	\$ 2,519.82 No	No No
Up to 10 lines	750 minutes*	\$ 59.99	\$ 0.40	\$ 18.75	\$ 150,00 \$	\$ 209.99	\$ 2,519.82	No
Up to 15 lines	3750 minutes**	\$ 179.98	\$ 0.40 \$	\$ 18.75	\$ 225.00	\$ 404.98 \$	\$ 4,859.73 No	No
		Requires 3 Base Users						
Up to 20 lines	10,000 minutes***	\$ 449.97	\$ 0.40	\$ 18.75	\$ 300,000	\$ 749.97	\$ 8,999.64	No
		Requires 4 Base Users						
Up to 50 lines	30,000 minutes***	\$ 1,124,93	\$ 0.40	\$ 18.75	\$ 750.00	\$ 1,874.93 \$	\$ 22,499.10 No	No No
		Requires 10 Base Users						
GRAND TOTAL	N/A	N/A	N/A	N/A	N/A	N/A	\$ 41,398.11 N/A	N/A

^{*100} Minute and 750 Minute Required Minimums reflect 2 Users on the 400 Anytime Minute Plan and the remaining 8 Users on the Add-A-Phone Plan.
*3750 Minute Required Minimum reflects 3 Users on the 1400 Anytime Minute Plan and the remaining 12 Users on the Add-A-Phone Plan.
*10,000 Minute Required Minimum reflects 4 Users on the 3000 Anytime Minute Plan and the remaining 16 Users on the Add-A-Phone Plan.
*30,000 Minute Required Minimum reflects 10 Users on the 3000 Anytime Minute Plan and the remaining 40 Users on the Add-A-Phone Plan.

Attachment C FLAT RATE/"PAY AS YOU GO" CALLING PLAN

Attachment C-2

Note: Plan includes no long distance and no roaming charges within the continental United States.

Plan Features (included in 3.2.5)	Required Minimum	Required Minimum Vendor(s) 1year Plan	Vendor(s) 2 year Plan
		Response	Response
 Monthly Service Fee per line 	N/A	N/A	N/A
(if applicable)			
2. Cost per minute	N/A	N/A	N/A
3. 100 minutes of usage (estimate NVA	N/A	N/A	N/A
and not a required minimum)			
(multiply 2 x 100)			
Total;	NA	N/A	N/A
(add 1+3)			

ATTACHMENT D

Attachment D-1

DATA COST SHEET

(for PDA data usage)

VENDOR SHOULD IDENTIFY DEVICE TYPE BEING QUOTED (such as Blackberry, Treo or Windows Mobile)

Scenario #1: (10% of State's estimated 300 users) Device: BLACKBERRY

	Required Minimum	Required Minimum Vendor(s) 1 year Plan	Vendor(s) 2 year Plan
		Response	Response
Included in Plan	Unlimited	Unlimited	Unlimited
1. Monthly Charge	N/A	\$ 37.49	\$ 37.49
Total: (Monthly Charge x 12)	N/A	\$ 449.91	\$ 449.91

One Year Plan Cost Totals:

Two Year Plan Cost Totals:

Scenario #1

Scenario #1 \$

449.91

63

449.91

Vendor Notes:
1. Above Blackberry pricing does NOT include voice usage plan.
2. Voice plan can be added for additional MRC.

If no voice plan is selected, \$0.20/min + \$0.20/min long distance, Sprint domestic off-network roaming calls are \$0.50 with an extra \$0.25/min long distance charge where applicable.

NOTE:

Vendor(s) shall attach <u>State Price Lists</u> (NOT VENDOR LIST PRICING) 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.) See Section 3.10.2.

Additional Fees:

*Federal USF is 2.12%
*Federal WLNP is \$.15 per line
*Federal E911 is \$.40 per line
*WV State 911 is \$3.00 per line
*WV State 911 is \$3.00 per line (if charged by State to State owned Phones)
*The additional fees are subject to charge. Sprint will pass through any gov. mandated increases or decreases.

See Attached

Equipment Refresh: Sprint will offer a new "free phone" for subscribers that have had their devices 24 months, or a \$150 credit toward the purchase of a higher end device.