



We Never Stop Working For You.®

Alternative Response to Request for Proposal
for Statewide Cellular Service
(RFQ No. CPHONE07)

COST PROPOSAL

Prepared for:

STATE OF WEST VIRGINIA

September 28, 2006 – 1:30pm

Cellco Partnership d/b/a Verizon Wireless
Federal Government Operations
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7600 Montpelier Road
Laurel, MD 20723
(240) 568-1411

**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 Virginia 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

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

TABLE OF CONTENTS

CONFIDENTIALITY

DISCLAIMER

RESPONSE

VII. Cost 1
VIII. Voice and Data Cost Sheets..... 23

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

CONFIDENTIALITY

This document contains Verizon Wireless Confidential Information. The information disclosed within this document by Verizon Wireless is intended for the sole purpose of providing information regarding Verizon Wireless' capabilities to provide the identified products and services and State of West Virginia agrees that it will not use the Confidential Information for any other purpose except as expressly provided herein. By receipt and acceptance of this document, State of West Virginia agrees that it will not use the Confidential Information for any other purpose except as expressly provided herein. Further, State of West Virginia agrees that it will not disclose, disseminate or otherwise make available this Confidential Information to anyone, other than those employees who have a need to know in order to evaluate Verizon Wireless' response to the RFP. Your company further agrees that in the event the recipient utilizes a consultant for any purposes in connection with the review and evaluation of this Verizon Wireless proposal, whether the consultant is disclosed or undisclosed, that State of West Virginia accepts liability for the consultant as State of West Virginia's agent. By receipt and acceptance, State of West Virginia agrees that it will take appropriate actions, by instructions, agreement or otherwise, to satisfy its obligations hereunder.

DISCLAIMER

All the information, statements and proposals in this document are correct and accurate to the best of our present knowledge but are not intended (and should not be taken) to be contractually binding unless and until they become the subject of separate, specific agreement between the parties.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

SECTION VII – COST

A. Service

Pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the Federal Supply Service GSA Contract #GS-35F-0119P. The period covered under the GSA-FSS Contract is December 3, 2003 through December 2, 2008. Coverage, service and offers not available in all areas. For additional information on the GSA Federal Supply Schedule, please visit www.gsaadvantage.gov. Prices do not reflect Federal Universal Service Fee and Regulatory Fees, charges or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for more information. Promotional price plans may be available at time of activation. Please contact your sales representative for additional information.

The Verizon Wireless calling plans offered through the Government Pricing Program incorporate allowance minutes which are not defined as peak or off-peak. For more information, please refer to the Verizon Wireless Pricing and Equipment Offer information below.

The following are the Verizon Wireless standard peak and off peak times:

- Peak pricing begins from 6:00 a.m. – 9:00 p.m. Monday through Friday
- Off peak begins from 9:01 p.m. – 5:59 a.m. Monday through Friday.
- Off peak time includes Saturday and Sunday

STATE OF WEST VIRGINIA



ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

1. Voice and Data Service Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice Service Pricing Plans

| America's Choice SM for Business: GSA FEDERAL SUPPLY SUBSCRIBERS ONLY | | | | | |
|--|---|---------------------|---------------------|---------------------|----------------------|
| The America's Choice for Business Calling Plans qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount. | | | | | |
| Standard Monthly Access Fee | \$32.39 | \$48.59 | \$64.79 | \$80.99 | \$121.49 |
| Monthly Access Fee with Share Option | \$36.44 | \$52.64 | \$68.84 | \$85.04 | \$125.54 |
| Anytime Minutes | 450 | 900 | 1350 | 2000 | 4000 |
| Overage Rate | \$0.25 per minute | | | | |
| Domestic Long Distance | Included | | | | |
| Push to Talk (Unlimited One to One and Group Calling) [†] | \$8.10 (additional monthly access fee per line) | | | | |
| Overage Rate | \$0.25 per minute | | | | |
| Subscribers may choose one of the following two options* | | | | | |
| Option 1 | Unlimited IN Calling & Unlimited Nights and Weekends option* | | | | |
| Night and Weekend Minutes ^{††} | Unlimited | | | | |
| IN Calling Minutes ^{†††} | Unlimited | | | | |
| Option 2 | Additional Anytime Minutes & Unlimited IN Calling option* | | | | |
| Additional Anytime Minutes | 100 (550 total) | 200 (1100 total) | 300 (1650 total) | 500 (2500 total) | 1000 (5000 total) |
| IN Calling Minutes ^{†††} | Unlimited | | | | |
| Notes: Current America's Choice Calling Plan coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Subscriber may choose only one of the two option packages offered. | | | | | |

STATE OF WEST VIRGINIA



ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Promotional America's ChoiceSM for Business: GSA FSS SUBSCRIBERS ONLY

| | |
|--|---|
| Standard Monthly Access Fee | \$28.34** |
| Anytime Minutes | 200 |
| Push to Talk (Unlimited One to One and Group Calling) [†] | \$8.10 (additional monthly access fee per line) |
| Average Rate | \$0.25 per minute |
| Night and Weekend Minutes [†] | Unlimited |
| International Calling Minutes ^{††} | Unlimited |
| Share Option (Non-National) | Included |

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. [†]Push to Talk terms and conditions apply. ^{††}Nights and Weekends terms and conditions apply. ^{†††}IN calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when making calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing. **Promotional America's Choice for Business Share 200 minute plan is available through 12/31/2006. This plan is only available as a Non-National Share plan.

America's ChoiceSM Flat Rate Calling Plan

Not eligible for monthly access fee discounts.

| | |
|--|-------------------|
| Standard Monthly Access Fee | \$11.99 |
| Home Airtime Minutes | 0 |
| Per Minute Rate | \$0.25 |
| Verizon Wireless Long Distance Rate [†] | Included |
| Roaming Airtime Rate ^{††} | \$0.69 per minute |

Notes: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details. * Monthly access fee includes unlimited one to one Push to Talk calling. Group calls are \$0.15 per minute per individual user called. [†]Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ^{††}Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| Voice and Data Choice Bundles for Business: GSA FEDERAL SUPPLY SUBSCRIBERS: PROMOTIONAL PRICING | | | |
|--|---|----------------------------------|--------------------------------|
| Voice and Data Choice Bundles for Business combine an America's Choice for Business plan with unlimited data feature at a discounted price. Voice and Data Bundles for Business are eligible for monthly access fee discounts. A 19% discount has already been applied and is not eligible for any further discount. | | | |
| | Core Choice for Business | Extra Choice for Business | Max Choice for Business |
| Monthly Access Fee | \$64.39 | \$88.79 | \$137.49 |
| Monthly Access Fee With Share Option | \$68.44 | \$92.84 | \$141.54 |
| Anytime Minutes | 450 | 1350 | 4000 |
| Overage Rate | \$0.25 per minute | | |
| Domestic Long Distance | Included | | |
| VZEmail Allowance | Unlimited | | |
| Wireless Sync or BlackBerry Solution | Included | | |
| GoodLink | \$4.05 additional monthly access fee per line | | |
| National Access Roaming | \$0.002 per KB | | |
| Subscribers may choose one of the following two options* | | | |
| Option 1 (No Additional Charge) | Unlimited IN Calling & Unlimited Nights and Weekends option* | | |
| Night and Weekend Minutes† | Unlimited | | |
| IN Calling Minutes†† | Unlimited | | |
| Option 2 (No Additional Charge) | Additional Anytime Minutes & Unlimited IN Calling option* | | |
| Additional Anytime Minutes | 100 (550 total) | 300 (1650 total) | 1000 (5000 total) |
| IN Calling Minutes†† | Unlimited | | |
| <p>Notes: Current America's Choice Calling Plan coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice and Data Choice Bundles for Business combine an America's Choice for Business calling plan with an Unlimited VZEmail Feature. Customers selecting Voice and Data Choice Bundles for Business will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages offered.</p> | | | |

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

b. Wireless Data Service Pricing Plans

| VZEmailSM Calling Plans (PDA/Smartphone and BlackBerry Solution) | | | |
|--|---|-----------|--|
| Eligible for monthly access fee discounts. 19% discount has already been applied as indicated herein and is not eligible for any further discount. | | | |
| | PDA / Smartphone / BlackBerry Solution | | GlobalEmail* |
| Monthly Access Fee | \$29.99 | \$40.49 | \$52.64 |
| Monthly Access Fee with Share Option† | \$34.99 | n/a | n/a |
| Optional Feature Access Fee†† | \$24.99 | \$35.99 | \$52.64 |
| MB Allowance | 10 MB | Unlimited | Unlimited** |
| Overage Rate Per KB | \$0.005 | n/a | n/a |
| Wireless Sync or BlackBerry Solution | Included | | |
| GoodLink | \$4.05 additional monthly access fee per line | | |
| NationalAccess Roaming | \$0.002 per kilobyte (Canada) | | \$0.030 per kilobyte (beyond tier 1 countries) |
| Per Minute Rate††† | \$0.25 per minute | | |
| Domestic Long Distance# | Included | | |

Notes: Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. PDA/Smartphone Subscribers may also choose a \$0.00 access fee feature with OMB and \$0.15 per KB overage (Wireless Sync not included, but can be added for \$5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice airtime, and domestic long distance. ††Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee \$0.002 per KB/ Canada, \$0.020 per KB/ Western Europe, \$0.030 per KB/ rest of the world. **GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit www.VerizonWireless.com for country tiers and listings.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| VZAccessSM Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess) | | | |
|--|---------------------------------|-----------------|--|
| Eligible for monthly access fee discounts. 19% discount has already been applied as indicated herein and is not eligible for any further discount. | | | |
| | NationalAccess | BroadbandAccess | GlobalAccess* |
| Monthly Access Fee | \$48.59 | \$64.79 | \$105.29 |
| MB Allowance | Unlimited | Unlimited | Unlimited (U.S. and Canada) |
| NationalAccess Roaming | \$0.002 per Kilobyte** (Canada) | | \$0.030 per kilobyte (beyond tier 1 countries) |
| Home Airtime Rate† | \$0.25 per minute | | |
| Domestic Long Distance | Included | | |
| Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com . See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries. | | | |

| BroadbandAccess Connect Feature Plans | | | |
|--|-----------------------------|--------------|-------------------------|
| Eligible for monthly access fee discounts. Discount has already been applied as indicated herein and is not eligible for any further discount. | | | |
| | Optional Feature Access Fee | MB Allowance | National Access Roaming |
| For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan) | \$15.00 | Unlimited | \$0.002 per Kilobyte |
| For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data plan) | \$24.00 | | |
| Notes: BroadbandAccess Connect is currently available on select voice and data devices, including the BlackBerry 7130, BlackBerry 7250, LG 9800, LG 8100, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/ or a software update may be required. Bluetooth is not supported with BroadbandAccess Connect. The LG 8100/ LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or \$0.25 per minute. Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. | | | |

STATE OF WEST VIRGINIA



ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| BlackBerry® Enterprise Server (BES) v4.1 | | | | | | |
|---|--------|--------|---------|--------------------------------------|----------|-------------|
| BlackBerry Enterprise Server Version 4.1 for Microsoft® Exchange, IBM® Lotus® Domino®, or Novell® GroupWise | | | | | | MSRP |
| BlackBerry Enterprise Server 4.1 – Includes 20 Client Access Licenses (CALs)/ seats (supports up to 2000 seats) | | | | | | \$ 4,099.00 |
| BlackBerry Enterprise Server Verizon 4.1, CALs for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise | | | | | | |
| Number of CALs/ seats | 1 CAL | 5 CALs | 10 CALs | 50 CALs | 100 CALs | 500 CALs |
| SRP | \$99 | \$429 | \$699 | \$3,299 | \$5,999 | \$27,499 |
| Small Business Edition (SBE) BlackBerry Enterprise Server Version 4.1 for Microsoft Exchange, IBM Lotus Domino, or Novell GroupWise | | | | | | MSRP |
| SBE BlackBerry Enterprise Server 4.1 – Includes 5 CALs/ seats (supports up to 15 seats) | | | | | | \$ 1,199.00 |
| Small Business Edition BlackBerry Enterprise Server Version 4.1 CALs for Microsoft Exchange, IBM Lotus Domino, or Novell GroupWise | | | | | | |
| Number of Users | 1 User | | 5 Users | | | |
| SRP | \$99 | | \$429 | | | |
| Wireless Sync Enterprise Server (unlimited users) | | | | \$1,999.00 | | |
| Device Management Feature* | | | | \$5.99 per month per subscriber line | | |

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *The Device Management feature may not be currently available in all areas. BES and Wireless Sync prices are subject to change.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| Wireless Priority Service (WPS) Access | |
|--|---------|
| WPS Access Feature Activation Fee | \$10.00 |
| WPS Access Monthly Access Charge | \$4.50 |
| WPS Access Per Minute Charge | \$0.75 |

Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. WPS Access is only available in select markets. Contact your Verizon Wireless representative for complete details on WPS Access.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Verizon Wireless Fleet AdministratorSM - GSA Federal Supply Service Subscribers Only

Eligible for monthly access fee discounts. 19% Discount has already been applied as indicated herein and is not eligible for any further discount.

| | |
|----------------------------|---------|
| Monthly Access Fee | \$40.49 |
| MB Allowance | 2 MB |
| Overage Rate Per KB | \$0.015 |

NOTE: Subject to the NationalAccess terms and conditions. NationalAccess is available in the National Enhanced Services rate and coverage area. See map for details. TXT message terms and conditions apply.

NationalAccess: A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that results from Customer's Equipment. Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Fleet Administrator: Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purposes of installation/de-installation of devices. After hours installation may be subject to an additional fee. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| Verizon Wireless Field Force Manager: GSA Federal Supply Service Subscribers Only | |
|--|------------------|
| Eligible for monthly access fee discounts. 19% Discount has already been applied as indicated herein and is not eligible for any further discount. | |
| Optional Feature Access Fee - Basic* | \$29.99 per user |
| Optional Feature Access Fee - Advanced* | \$40.49 per user |
| <p>NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 only. *Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.</p> <p>Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to track the Field Force Manager Equipment from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.</p> | |

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Calling Plan Optional Features

Calling features put your wireless phone to work for you. And with all the calling features Verizon Wireless offers, you can use your wireless phone to do a lot more than talk. All of our calling plans-national, regional or local – offer you the value and convenience of these included services for no additional monthly access charge. These features may depend upon phone compatibility and digital service and may not be available in all areas.

Calling Plan Features are not eligible for any discounts

VERIZON WIRELESS CALLING PLAN FEATURES

| | | | | | |
|--|--|---------------------------------|---------------------------------|--|------------------------------------|
| Included Features (no additional monthly fee) | Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 Connect ^{SM†} (Airtime and other charges may apply.) | | | | |
| The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply. | | | | | |
| TXT Messaging & Enhanced TXT Messaging³ | \$2.99 (100 TXT msgs. included) | \$4.99 (250 TXT msgs. included) | \$7.99 (600 TXT msgs. included) | \$9.99 (1000 TXT msgs. included) | \$19.99 (2,500 TXT msgs. included) |
| | \$0.02 per additional inbound message / \$0.10 per additional outbound message per address | | | | |
| Enhanced TXT Downloads³ | \$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download | | | \$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download | |
| | \$2.99 (20 picture messages included) | | | \$4.99 (40 picture messages included) | |
| Get Pix - Picture Messaging⁴ | \$0.25 per additional message | | | | |
| | \$4.99 | | | | |
| Mobile Web by VZW with MSN⁵ | Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. | | | | |
| | \$6.95 (100 Included Messages) / | | | | |
| | \$8.95 (200 Included Messages) / | | | | |
| | \$12.95 (600 Included Messages) | | | | |
| Verizon Wireless International Long Distance Value Plan | \$3.99 plus applicable airtime and long distance charges | | | | |
| GSM International Roaming⁶ Global Phone | Zone 1 Countries | | | \$0.69/ minute | |
| | Zone 2 Countries | | | \$1.99/ minute | |

¹Only available on plans with \$39.99 or higher Access Fee, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. ²Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³TXT Messaging terms and conditions apply. ⁴Get Pix terms and conditions apply. ⁵Mobile Web terms and conditions apply. ⁶Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Verizon Wireless Terms and Conditions

Calling Plans and Associated Charges:

Some calling plans or monthly access fee price points may not be available in all markets. Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to next full minute. Allowance minute/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited Long Distance is included when calling from the calling plan's rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID: Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

| Verizon Wireless Calling Plan Included Features | |
|---|---------------------------------------|
| Call Waiting ^{1,6} | Three Way Calling ^{1,6} |
| Call Forwarding ⁶ | No Answer/ Busy Transfer ⁶ |
| Caller ID ^{2, 6} | Basic Voice Mail ^{3,6} |
| 411 Connect® ^{4,6} | Basic TXT Messaging ⁵ |

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside the rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, director assistance with automatic call completion is subject to a per call fee plus air time charges.

⁵TXT Messaging offered at the prevailing rate, currently 0.02 per inbound and \$0.10 per outbound message per address. TXT Messaging terms and conditions below apply.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL**Verizon Wireless Calling Plan and Feature Details**

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan. Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice® Rate and Coverage area. IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. IN Calling does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before anytime minutes.*

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, IN Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

IN Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. IN Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

verage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan anytime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TXT Messages and are subject to TXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now® and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TXT Messages and are subject to TXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com.

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where TXT messaging is available, Customer will be charged \$0.25 for each message sent and \$0.10 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

Field Force Manager: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. Activation may be subject to a twenty-four hour delay and billing begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment (Field Force Manager is currently available on the Motorola v325 only), downloadable Get it Now application, valid e-mail address and internet access for activation and use. When purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

VZAccess and VZEmail

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to Government intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MiP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server, and BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option. **America's Choice for Business, Voice and Data Choice Bundles for Business, and DigitalChoice Calling Plan Subscribers:** (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations. Subscribers to DigitalChoice can only share with Subscribers on DigitalChoice). Sharing on these calling plans is for voice anytime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (IN Calling minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Anytime Allowance Minutes apply first to that line. Unused Monthly Anytime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Anytime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Calling Plan choosing the Share Option on PDA, SmartPhone or BlackBerry Devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Calling

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Calling Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

B. Equipment

The equipment pricing in the Government Equipment Matrix below is available to the Government Subscribers and is subject to the terms, provisions and conditions of the GSA Federal Supply Schedule Contract No. GS-35F-0119P. Full terms and conditions, along with additional pricing plans offered by Verizon Wireless can be found on the www.GSAAdvantage.gov Internet website. The prices of equipment in the attached Equipment Matrix have been discounted and are in effect through 9/30/06 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy.

Verizon Wireless may make certain equipment available at no charge; however, Verizon Wireless does not guarantee that it will always be able to offer equipment at no charge through the term of the resulting agreement.

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Samsung a870 | LG VX5300 | Nokia 2128 | VZW PC5740 | Motorola T300p | Nokia 6315i | VZW 620 | VZW 640 | Kyocera KX444S |
|  |  |  |  |  |  |  |  |  |
| \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Kyocera KX444P | LG VX3400 | Nokia 6215IVZ | Kyocera KPC650 | LG VX4700 | Motorola V325 | LG 8300 | Motorola RAZR V3M (Silver) | Samsung A930 |
|  |  |  |  |  |  |  |  |  |
| \$0 | \$0 | \$0 | \$19.99 | \$19.99 | \$19.99 | \$19.99 | \$49.99 | \$49.99 |

Data furnished in this document is subject to the proprietary information limitations described in the Confidentiality Section of this proposal and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

| | | | | | | | | |
|---|---|---|---|---|--|---|---|---|
| Samsung a795 | Motorola RAZR V3M (Pink) | LG VX9800/M | LG-VX8500 (Chocolate) | Motorola a840 | RIM BlackBerry 7130e | RIM BlackBerry 7250 | VZW U630 | RIM BlackBerry 8703e |
|  |  |  |  |  |  |  |  |  |
| \$69.99 | \$79.99 | \$99.99 | \$99.99 | \$119.99 | \$129.99 | \$129.99 | \$129.99 | \$224.99 |
| Sierra Wireless AC580 | Sierra Wireless AC555 | Motorola Q | Samsung a990 | Samsung I830 | VZW XV6700 | Palm Treo 700W/700P |  | |
|  |  |  |  |  |  |  | | |
| \$239.99 | \$239.99 | \$249.99 | \$299.99 | \$319.99 | \$349.99 | \$449.99 | | |

ACCESSORIES

Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various wireless devices it offers. Typically, the wireless devices are packaged with a battery, travel charger and belt clip. Other accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, as well as current charges, please visit www.verizonwireless.com or contact your Account Manager.

C. Regulatory Surcharges and Fees

Verizon Wireless will bill and collect the State governmental surcharges and fees that we are required by law to bill to customers. These surcharges and fees may change from time to time without notice.

Verizon Wireless cannot provide a comprehensive list of all regulatory fees required and assessed when using a wireless device. However, listed below are some of the most common charges and fees that may apply.

1. Federal Excise,
2. Federal Universal Service,
3. 911 (varies by Jurisdiction),

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

In addition to surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the Federal Government to fund the delivery of universally-affordable telecommunications and information services under the federal Universal Service Fund program (FUSF).

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. *The rate for the quarter beginning October 1, 2006 is 2.31% of the following items:*

- Cellular Access (only on first 79% of this item)
- VZW Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage
- IN-Network feature
- Night and weekends feature
- Toll free feature
- Toll USA-Canada

The quarterly percentage rate described above for the FUSC is applied in all our billing systems except for the PRISM and HO (now Verisign) billing systems, which may charge at a rate different from the quarterly rate described above. Customers who are located in former Price Communications or AirTouch Cellular properties may be billed on the PRISM or HO billing systems at a different rate. If you believe that your company may be impacted, please contact your Major Account Manager for further information.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.05 per Mobile Telephone Number (MTN) per month, but is subject to change over time.

In most billing systems, both the Regulatory Charge and the FUSC are included in the "Verizon Wireless Surcharges" section of the bill.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

Administrative Charge

Verizon Wireless currently assesses an Administrative Charge of \$0.40 per MTN per month. This charge helps to defray certain costs we incur, currently including: (i) fees and assessments on network facilities and services, (ii) charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; and (iii) certain costs and charges associated with proceedings related to new cell site construction. The Administrative Charge, and what is included, is subject to change from time to time. Verizon Wireless will notify you if the charge increases. For more information about this charge, visit www.verizonwireless.com.

In most billing systems, the FUSC, Regulatory Charge, and Administrative Charge are included in the "Verizon Wireless Surcharges" section of the bill.

E911 Fee

Verizon Wireless charges an E911 fee of \$3.00 per line for the State of West Virginia. This fee is subject to change at the State's discretion at any time.

ALTERNATIVE RESPONSE TO REQUEST FOR PROPOSAL

SECTION VIII – VOICE AND DATA COSTS SHEETS

ATTACHMENT A

VOICE COST SHEET

(Scenario 1-4, Conventional plans)

Scenario # 1: (10% of State's estimated 2900 users)

America's Choice for Business 200 (See Pricing Plans for detailed terms and condition). Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if no cost, enter 0) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------------|---|---|
| 1. Included minutes | 75 | 0 | 200 | 200 |
| 2. Monthly Plan Cost | N/A | 0 | \$28.34 | \$28.34 |
| 3. Cost per additional minute (over included minutes) | 30 | \$0.25 | \$0 - AC for Business 200 Plan Exceeds Required Minimum by 125 minutes (Required minimum x unit cost) | \$0 - AC for Business 200 Plan Exceeds Required Minimum by 125 minutes (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$35.84 | \$35.84 |
| Scenario #1 Total: (sub-total x 290) | N/A | N/A | \$10,393.60 | \$10,393.60 |

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

America's Choice for Business 450 (See Pricing Plans for detailed terms and conditions). Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if applicable) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------|---|---|
| 1. Included minutes | 250 | N/A | 450 | 450 |
| 2. Monthly Plan Cost | N/A | N/A | \$32.39 | \$32.39 |
| 3. Cost per additional minute (over included minutes) | 30 | \$0.25 | \$0 – AC for Business 450 Plan Exceeds Required Minimum by 200 minutes (Required minimum x unit cost) | \$0 – AC for Business 450 Plan Exceeds Required Minimum by 200 minutes (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$39.89 | \$39.89 |
| Scenario #2 Total: (sub-total x 1450) | N/A | N/A | \$57,840.50 | \$57,840.50 |

Scenario # 3: (30% of State's estimated 2900 users)

America's Choice for Business 900 (See Pricing Plans for detailed terms and conditions). Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

| Plan Features (included in 2.4) | Required Minimum | Unit Cost (if applicable) | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|---------------------------|---|---|
| 1. Included minutes | 500 | N/A | 900 | 900 |
| 2. Monthly Plan Cost | N/A | N/A | \$48.59 | \$48.59 |
| 3. Cost per additional minute (over included minutes) | 30 | \$0.25 | \$0 – AC for Business 900 Plan Exceeds Required Minimum by 400 minutes (Required minimum x unit cost) | \$0 – AC for Business 900 Plan Exceeds Required Minimum by 400 minutes (Required minimum x unit cost) |
| 4. Cost per Long-distance minute (calling outside home area) | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| 5. Cost per Roaming minutes (placing calls while outside "home area") | 30 | \$0 (Included) | \$0 (Included) (Required minimum x unit cost) | \$0 (Included) (Required minimum x unit cost) |
| Sub-total: (add 2+3+4+5) | N/A | N/A | \$48.59 | \$48.59 |
| Scenario #3 Total: (sub-total x 870) | N/A | N/A | \$42,273.30 | \$42,273.30 |

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

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

Verizon Wireless does not currently offer an Unlimited Calling Plan under the GSA Federal Supply Schedule

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

**Cost Totals:
One Year Plan**

Scenario #1 \$ 10,393.60

Scenario #2 \$ 57,840.50

Scenario #3 \$ 42,273.30

Scenario #4 \$ N/A

GRAND TOTAL: \$ 110,507.40

**Cost Totals:
Two Year Plan**

Scenario #1 \$ 10,393.60

Scenario #2 \$ 57,840.50

Scenario #3 \$ 42,273.30

Scenario #4 \$ N/A

GRAND TOTAL: \$ 110,507.40

ATTACHMENT B

POOLED CALLING PLAN – 1 YEAR PRICING

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

See Pricing Plans for detailed terms and conditions. Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

| Column A Plan Features (included in 2.3) | Column B Required Minimum | Column C Vendor(s) 1 year Plan Response (Monthly base cost for 2 lines) | Column D Cost per additional minute (over included minutes) | Column E Monthly Per line charge, if applicable. (If not applicable, enter 0) | Column F Maximum # of lines (Column A) – 2 lines (included in column C) x Monthly per line charge (Column E). If not applicable, enter 0. | Column G Total Monthly Cost - 1 year plan (Column C + Column F) | Column I Total 1 Year Cost (Column G x 12 months) | Column J Rollover Minutes? (Yes or No) |
|---|--|--|--|--|---|---|--|---|
| Up to 10 lines | 100 minutes (America's Choice for Business 200 w/sharing option) | \$56.68 | \$0.25 | \$28.34 | \$226.72 | \$283.40 | \$3,400.90 | N |
| Up to 10 lines | 750 minutes (America's Choice for Business 200 w/sharing option) | \$56.68 | \$0.25 | \$28.34 | \$226.72 | \$283.40 | \$3,400.90 | N |
| Up to 15 lines | 3750 minutes (America's Choice for Business 450 w/sharing option) | \$72.88 | \$0.25 | \$36.44 | \$473.72 | \$546.60 | \$6,559.20 | N |
| Up to 20 lines | 10,000 minutes | \$105.28 | \$0.25 | \$52.64 | \$947.52 | \$1,052.80 | \$12,633.60 | N |

ATTACHMENT B-2

| | | | | | | | | | | | | | |
|----------------|---|----------|--------|---------|------------|------------|-------------|--|--|--|--|---|--|
| | (America's Choice for Business 900 w/sharing option) | | | | | | | | | | | | |
| Up to 50 lines | 30,000 minutes (America's Choice for Business 900 w/sharing option) | \$105.28 | \$0.25 | \$52.64 | \$2,526.72 | \$2,632.00 | \$31,584.00 | | | | | N | |
| GRAND TOTAL | N/A | N/A | N/A | N/A | N/A | N/A | \$57,578.60 | | | | | N | |

ATTACHMENT B

POOLED CALLING PLAN – 2 YEAR PRICING

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

See Pricing Plans for detailed terms and conditions. Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

| Column A Plan Features (included in 2.3) | Column B Required Minimum | Column C Vendor(s) 2 year Plan Response (Monthly base cost for 2 lines) | Column D Cost per additional minute (over included minutes) | Column E Monthly Per line charge, if applicable. (If not applicable, enter 0) | Column F Maximum # of lines (Column A) – 2 lines (included in column C) x Monthly per line charge (Column E). If not applicable, enter 0. | Column G Total Monthly Cost - 2 year plan (Column C + Column F) | Column I Total 1 Year Cost (Column G x 24 months) | Column J Rollover Minutes? (Yes or No) |
|---|---|--|--|--|---|---|--|---|
| Up to 10 lines | 100 minutes (America's Choice for Business 200 w/sharing option) | \$56.68 | \$0.25 | \$28.34 | \$226.72 | \$283.40 | \$6,801.80 | N |
| Up to 10 lines | 750 minutes (America's Choice for Business 200 w/sharing option) | \$56.68 | \$0.25 | \$28.34 | \$226.72 | \$283.40 | \$6,801.80 | N |
| Up to 15 lines | 3750 minutes (America's Choice for | \$72.88 | \$0.25 | \$36.44 | \$473.72 | \$546.60 | \$13,118.40 | N |

ATTACHMENT C

FLAT RATE/PAY AS YOU GO CALLING PLAN

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

Roaming charges are \$0.69 per minute. See Pricing Plans for detailed terms and conditions. Prices do not include additional surcharges and fees.

| Plan Features (included in 2.3) | Required Minimum | Vendor(s) 1year Plan Response | Vendor(s) 2 year Plan Response |
|---|------------------|-------------------------------|--------------------------------|
| 1. Monthly Service Fee per line (if applicable) | N/A | \$11.99 | \$11.99 |
| 2. Cost per minute | N/A | \$0.25 | \$0.25 |
| 3. 100 minutes of usage (estimate) (multiply cost per minute x 100) | N/A | \$25.00 | \$25.00 |
| Total: (add 1+3) | N/A | \$36.99 | \$36.99 |

ATTACHMENT D

**DATA COST SHEET
(for PDA data usage)**

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

VZEmailSM Calling Plans (PDA/Smartphone and BlackBerry Solution). See Pricing Plans for detailed terms and conditions. Prices do not include additional surcharges and fees. See Cost Proposal for detailed information.

Scenario # 1: Device: Blackberry 8703e, Blackberry 7130e, Treo 700w, and LG XV6700

Plan includes unlimited data usage with no roaming charges within the Continental United States.

| | Required Minimum | Vendor(s) 1 year Plan Response | Vendor(s) 2 year Plan Response |
|------------------------------|------------------|--------------------------------|--------------------------------|
| Included in Plan | Unlimited | N/A | N/A |
| 1. Monthly Charge | N/A | \$40.49 | \$40.49 |
| Total: (Monthly Charge x 12) | N/A | \$485.88 | \$485.88 |

**Cost Totals:
One Year Plan**

Scenario #1 \$ 485.88

**Cost Totals:
Two Year Plan**

Scenario #1 \$ 485.88

