# U.S. Cellular® Response to The State of West Virginia "STATEWIDE CONTRACT FOR CELL SERVICE"

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### **Section I - Coverage**

#### PART 3 PROCUREMENT SPECIFICATIONS

#### 3.1 COVERAGE

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

#### **NOW READS:**

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

U.S. Cellular is please to offer the State of West Virginia a complete wireless voice and data solution. This solution includes three distinct

Page 3 of 59 Revised 7/10/2006 home area / local call footprints. To follow are the identified areas that will act as the home area / local call footprint for the states required minute packages. Pricing for these options are stated in the Cost Section of this response. Lastly, please see *Exhibit B*: Coverage Maps (Proprietary Information Not for Public Disclosure) to view U.S. Cellular® estimated signal quality within the State of West Virginia and surrounding U.S. Cellular® owned and operated markets.

#### Home Area / Local Call Footprint 1

Geographic West Virginia excluding the bordering counties in adjoining state not listed prior.

This option will be available on the State's requested:

- Scenario #1 (75 minute plan)
- Scenario #4 (unlimited minute plan)

#### Home Area / Local Call Footprint 2

Geographic United States.

This option will be available on the State's requested:

- Scenario #2 (250 minutes plan)
- Scenario #3 (500 minute plan)

#### Home Area / Local Call Footprint 3

Geographic owned and operated U.S. Cellular® network located within the United States and any or all U.S. Cellular® data roaming partner owned and operated network located within the United Sates.

This option will be available on the State's requested:

- o BlackBerry® Option
- Wireless Modem Option
- 3.1.2 Vendor(s) shall submit the cities or towns, including area code and exchange, along with the NPA-NNX, within West Virginia's entire "home area" for which they can provide local telephone numbers.
- U.S. Cellular currently owns and operates a digital CDMA 1XRTT voice and data network in 28(twenty-eight) counties throughout West Virginia. All infrastructures are currently operating analog, digital and data signal. Due to geographic conditions, actual signal strength in any of the tower locations may deliver a higher percentage of digital signal compared to analog signal. In order to remain compliant with all FCC

regulations, U.S. Cellular has no plans to eliminate analog signal outputs at this time. U.S. Cellular is please to offer the State of West Virginia number portability abilities and local cellular telephone numbers from the following counties: Barbour, Berkeley, Braxton, Clay, Fayette, Grant, Greenbrier, Hampshire, Hardy, Harrison, Jefferson, Marion, Mercer, Mineral, Monongalia, Monroe, Morgan, Nicholas, Pendleton, Pocahontas, Preston, Raleigh, Randolph, Summers, Taylor, Tucker, Upshur, Webster. For a complete list of area codes and exchanges, along with the NPA-NNX, within the Sate of West Virginia please see *Exhibit C*: Area Codes, Exchanges and NPA-NNX (Proprietary Information Not for Public Disclosure).

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

Agreed

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

#### FUNCTIONAL SPECIFICATIONS/REQUIREMENTS

#### 3.2 **VOICE – MANDATORY FEATURES**

**Note:** Miscellaneous costs requested in this section shall be included in the cost portion of the RFP. Do not list any price/costs in the technical portion of the RFP.

- 3.2.1 All state entities that utilize the services resulting from this RFP shall receive a basic cellular telephone, at no charge to the State.
- U.S. Cellular is please to offer the State of West Virginia a choice of 2(two) basic cellular telephones. This included device is dependant upon a 24(twenty-four) month initial agreement. Device upgrades can be offered at the said price after the 20(twenty) month milestone. In the event the state of West Virginia elects to only enter into a 12(twelve) month initial agreement pricing options for basic cellular telephones are available for review. Please see *Exhibit A*: Available Calling Plans, Optional Devices and Accessories.
- 3.2.2 Where possible, vendor(s) shall be responsible for any reprogramming necessary to make any existing state-owned telephone compatible with their system. The vendor(s) must provide this programming at no additional cost. If state-owned equipment cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a basic cellular telephone at no additional charge to the State, or replacement data device at a minimal charge.
- U.S. Cellular does not support the use of any other carrier devices or third party vendor devices. Due to handset enhancements and software upgrades, U.S. Cellular will only supply the State of West Virginia devices that have been approved by our in-house PEG group. These devices are included in the basic cellular telephone requirement in 3.2.1.
- 3.2.3 All equipment provided under the terms of this agreement, shall be new. No used or refurbished equipment will be accepted.

- U.S. Cellular does not distribute used or refurbished devices unless our customers elect to purchase pre-owned handsets through our retail locations.
- 3.2.4 Basic cellular telephones must include the handset, battery, A/C Charger and D/C power cord, and user's manual.
  - U.S. Cellular® will deliver all basic cellular telephones with:

Handset Battery A/C Charger D/C Charger User Manual

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

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

- U.S. Cellular has reviewed the above specifications and has been able to comply on all of our access options listed under the cost section of this response except for:
  - Scenario #1 (75 minute plan)
  - Pooled Calling Plan (7.5 million minutes per year)
  - Flat Rate / "PĀY AS YOU GO"

If the State of West Virginia elects to take advantage of any or all of the above listed access options, the statewide service with no roaming

charges or long distance fees within West Virginia will not include the bordering counties of adjoining states. In addition, Mobile to Mobile and Free Nights and Weekends will not be available. For a complete list of enhanced features and services along with appropriate pricing please see *Exhibit D*: Enhanced Features and Services

Unless Otherwise noted in Exhibit D: Enhanced Features and Services, Nights and Weekends beginning at 9:00 pm or 7:00 pm are only valid within U.S. Cellular's Mid-Atlantic market.

- 3.2.6 Certain state entities may require the use of a camera phone. Responding vendor(s) shall include optional pricing for such a unit, as well as the pricing for transmission of individual photos with their proposal. The actual cost must be detailed in the cost portion of the proposal.
- U.S. Cellular has offered a camera phone option to the State of West Virginia along with pricing for sending and receiving picture messages. Please review Device Specifications under Section VII for camera phone options. Cost for sending and receiving picture messages has been supplied in the Section VI.
- 3.2.7 Vendor(s) shall stock spare parts for ALL proposed equipment, for the duration of the warranty period.

Standard warranty and parts claims will be honored through the device manufacture. U.S. Cellular does stock standard parts such as antennas but does not maintain regular inventory levels on all device parts. Should a handset require repair, U.S. Cellular is pleased to offer a loaner handset while this process is being completed.

- 3.2.8 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.
- U.S. Cellular will notify the State of West Virginia when a handset is being phased out of our current lineup. This phase out process usually takes 3-6 months to complete, but unforeseen distribution activity could result in immediate close out. U.S. Cellular will notify the State of West Virginia when a device is being phased out but can not determine when the device will be out of stock. As soon as a device has been place on phase out, U.S. Cellular will notify the State of West Virginia and offer a replacement device to the lineup that has equal value and capabilities.

- 3.2.9 Vendor(s) will inform the State, nine (9) months prior to any significant platform changes in service. (Scope concept equal to historical TDMA to GSM conversion.)
- U.S. Cellular will notify the State of West Virginia with any significant platform changes in service within the above timeline.
- 3.2.10 Cellular telephones shall come equipped with Bluetooth turned off, as the default setting.
- U.S. Cellular delivers all devices with the Bluetooth feature turned off. In order for any of the available Bluetooth accessories to work, the end user would be required to turn this devise setting on and trust the handset with the Bluetooth capable accessory.
- 3.2.11 Vendor(s) must describe the Bluetooth security features available with all applicable cellular devices.

In order for any Bluetooth accessory to work with a U.S. Cellular devise, the end user will need to trust the device with the accessory. This trusting procedure is explained in the user manual and U.S. Cellular representation is available to aid in the setup. Once a device is trusted, the end user will need to activate the Bluetooth accessory on the device. Each accessory can only be trusted to one device at a time. In the event the end user would like to have a Bluetooth capable accessory compatible with multiple handsets they would be required to purchase an additional accessory or go through the set process each time they move from one handset to another.

- 3.2.1.1 Voice Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)
  - 3.2.1.2 Vendor(s) shall, if available, also include in their responses any features that are not listed, but that state agencies may wish to utilize during the life of this contract. Vendor(s) shall state specifically whether or not they can provide the "walkie-talkie" Push-To-Talk feature and what the added cost of this feature would be. The actual cost must be detailed in the cost portion of the proposal.
  - U.S. Cellular is pleased to offer the state of West Virginia the following enhanced features and services. For a complete pricing schedule and

# plan compatibility please see *Exhibit D*: Enhanced Features and Services.

Feature	Description
Easy Edge Access Pay as you go	U.S. Cellular® data access program that allows users to send e-mail, find addresses / people, watch weather-radar and reports.  Download the latest ring tones and much more.  This is included with the Speed Talk package Speed Talk voice calls do not incur KB uses
Unlimited Easy Edge Access	U.S. Cellular® data access program that allows users to send e-mail, find addresses / people, watch weather-radar and reports.  Download the latest ring tones and much more.
Picture Messaging Pay as you go	Customers will receive free unlimited incoming Picture Messaging. This feature gives you the ability to pay for the picture usage you use.
Picture Messaging 20	Customers will receive free incoming Picture Messaging and 20 outgoing.
Picture Messaging 50	Customers will receive free incoming Picture Messaging and 50 outgoing.
Picture Messaging 100	Customers will receive free incoming Picture Messaging and 100 outgoing.
Text Messaging 250	Enable user to send up to 250 text mobile messages per month while in the local service area. Incoming text are free.
Text Messaging 750	Enable user to send up to 750 text mobile messages per month while in the local service area. Incoming text are free.
Unlimited LOCAL Incoming calls	This feature allows you to receive all Local incoming calls without using your Anytime Plan minutes. These minutes only apply when being used on U.S. Cellular® owned and operated networks
Signal Insurance	This feature covers the replacement of your portable cellular phone in the event that it is lost, stolen, or damaged by fire, water, vandalism or accident. This plan also covers mechanical and electrical failure up to five years after the original purchase date.
Unlimited Speed Talk	U.S. Cellular® PTT / walkie-talkie service that makes it easy to keep in touch. Requires a SpeedTalk <sup>SM</sup> Handset.

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

- U.S. Cellular offers text messaging packages to meet the needs of any user. The State of West Virginia will have the opportunity to choose from a pay per use, and two package plans 250 & 750. Through U.S. Cellular roaming partners this feature is available while traveling outside of U.S. Cellular owned and operated network and does not cause and roaming charges.
- 3.2.1.4 Vendor(s) shall quote optional pricing for the 3-watt booster kits for the pocket or hand-held phone. It would be the option of the requesting agency whether or not to buy booster kits with their hand-held phones. Other options the State desires pricing for include: hands-free kits, carrying cases, belt clips, additional batteries, and spare AC or DC chargers. The state has the option of requesting a cellular phone installed in a state-owned vehicle. Vendor(s) shall include a hands-free kit, at no additional charge, with any installed unit. These optional prices shall be detailed in the cost portion of the proposal. If the agency requests these services, and uses a third-party, all warranty on originally purchased equipment will remain in force.
- U.S. Cellular does not distribute or support the use of 3-watt booster kits. For all available accessories including hands-free kits and installation charges, please see: *Exhibit A*: Available Calling Plans, Optional Devices and Accessories.
- 3.2.1.5 Vendor(s) shall describe how their service(s) could be used to help geographically locate key personnel, equipment and vehicles, in the event of an emergency, to ascertain the specific location of said key personnel, equipment or vehicles (example: GPS-type technology or tower triangulation). Does not pertain to E911 or any other service that requires an outbound call from the phone or data device. Vendor(s) shall describe how their service(s) are implemented, and what additional costs or equipment may be required to attain this objective. Any additional costs must be detailed in the cost portion of the proposal.
- U.S. Cellular is currently migrating our entire customer base to E911 enabled devices. Should the State of West Virginia elect to take advantage of this wireless solution, all end users will be distributed E911 capable handsets. In the event of an emergency, this feature can be utilized by first responders to help locate the end user. Currently, U.S. Cellular does not offer any telemetry products and services to the public. Such products and services are being reviewed, but no date for launch has been determined. When released to the public, these telemetry options will enable a multitude of GPS services and mapping capabilities.

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

All handsets come with the ability for the end user to lock the device. In the event the end user's device is lost or stolen and the handset was locked, no calls could be made from the device and no information could be reviewed on the handset until the phone is unlocked using the end user's unique pass code. U.S. Cellular has the ability to master reset any device. This action can not be completed remotely. Should a device require removal of all stored data and reset factory default settings, a local U.S. Cellular representative will be available to assist by phone. In addition, any local U.S. Cellular retail location will be available to aid in this procedure.

- 3.2.1.7 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.
- U.S. Cellular is unable to offer one landline, per account, as a home number which will be treated as a mobile number for billing purposes (mobile-to-mobile). U.S. Cellular can offer the State the ability to purchase one cellular device per account, as a home number. This device could use a U.S. Cellular 10 digit phone number or your local office landline number could be ported to this device.
- 3.2.1.8 Vendor(s) shall provide any additional offerings not included in the preceding voice section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. The actual costs (if any) must be detailed in the cost portion of the proposal.

The main additional offering US Cellular can provide that is described in more detail in Section V, is our customer service. We have chosen to implement a business model that has proven its ability to deliver profitable results through the Best in Customer Service. Effective Leadership will deliver Associate Satisfaction which will increase customer satisfaction and deliver profitable results. Within the State of

West Virginia we have a multitude of retail stores, both company owned and agent owned. In addition to our store fronts there is a team wireless business consultants and sales support specialists strategically placed ready to deliver the customer service levels the State of West Virginia deserves. We have proven our ability to implement statewide contracts in Wisconsin, Maine, New Hampshire, North Carolina, lowa and Virginia and look forward to offering the State of West Virginia access to a number one rated network, by a third party vendor, and the best in Customer Service the industry offers.

- 3.2.1.9 Vendor(s) proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature.
- U.S. Cellular does offer "Amber Alert" functionality to our clients. This service may require an additional text messaging package. For a complete list of text messaging options please see *Exhibit D*: Enhanced Features and Services.
- Vendor(s) must describe, in detail, their Wireless Priority 3.2.1.10 Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. The actual cost (if any) must be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions THIS are authorized users of WPS. See: http://wps.ncs.gov. REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

At this time U.S. Cellular does not offer Wireless Priority Service. We are still awaiting development by our vendors on the software necessary to implement such features. We expect that software to be available later this year at which time we will evaluate it and make a business decision on whether to move forward with full implementation. We will be able to provide additional information at that time.

- 3.2.1.11 Vendor(s) must describe, in detail, their ability to remotely clear all stored data, and reset cellular phones and data devices to factory default settings, at the State's request.
- U.S. Cellular has the ability to master reset any device. This action can not be completed remotely. Should a device require removal of all stored data and reset factory default settings, a local U.S. Cellular representative will be available to assist by phone. In addition, any local U.S. Cellular retail location will be available to aid in this procedure.
- 3.2.1.12 Vendor(s) shall indicate their ability to offer rollover minutes and the details of how this feature works.
- U.S. Cellular focuses on offering our customers a complete wireless voice and data solution. These offering are based on true usage patterns and all recommendations incorporate the potential of increased usage. U.S. Cellular does not offer rollover minutes. We feel that taking the time needed to qualify our customers and offering a custom recommendation eliminates the need to deliver minutes that are not warranted. This technique lowers monthly invoice amounts by only offering what the customer needs to maintain their wireless voice and data users.

#### 3.3 DATA SERVICES

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

#### NOW READS:

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

- U.S. Cellular has formed a partnership with Research in Motion (RIM) that delivers a BlackBerry® option to our prospects and customers. This end to end solution holds triple DES security levels and does not require a middleware provider. For the customer this means that a single call to U.S. Cellular will initiate a customer service opportunity. U.S. Cellular supports the server options listed above and RIM offers two distinct data options. (BIS and BES)
- 3.3.2 Vendor(s) shall include, as part of their pricing, the cost of wireless handheld devices, data-ready portable phones, and any software needed for email integration, voice (cellular) capability, the number of minutes of nationwide data usage that are included in the purchase price, as well as the incremental cost for additional data minutes. Vendor(s) proposal shall provide the functionality and cost of text messaging, the charge per message, or bundled messaging packages. Any data devices offered shall include, at a minimum, the same functionality as the cellular telephones requested in this RFP. (See Sections 3.1 and 3.2) All costs must be detailed in the cost portion of the proposal.
- U.S. Cellular is please to offer all of the above capabilities, please see *Exhibit D*: Enhanced Features and Services.
- 3.3.3 Vendor(s) must describe, in detail, their ability to remotely clear all stored data and reset data devices to factory default settings, at the State's request.
- U.S. Cellular has the ability to master reset any device. This action can not be completed remotely. Should a device require removal of all stored data and reset factory default settings, a local U.S. Cellular representative will be available to assist by phone. In addition, any local U.S. Cellular retail location will be available to aid in this procedure.
- 3.3.4 Vendor(s) that utilize Treo and Blackberry, or similar data devices as part of their data services shall allow state agencies to re-use existing state-owned equipment, if compatible, as part of the data service if the agency chooses to use that existing equipment. If possible, vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned equipment compatible with their system. The vendor(s) must provide this re-programming at no additional cost.

- U.S. Cellular does not support the use of any other carrier devices or third party vendor devices. Due to handset enhancements and software upgrades, U.S. Cellular will only supply the State of West Virginia devices that have been approved by our in-house PEG group. These devices are included in the basic cellular telephone requirement in 3.2.1.
- 3.3.5 All data devices proposed by the vendor(s) shall come equipped with Bluetooth turned off, as the default setting.
- U.S. Cellular delivers all devices with the Bluetooth feature turned off. In order for any of the available Bluetooth accessories to work, the end user would be required to turn this devise setting on and trust the handset with the Bluetooth capable accessory.
- 3.3.6 Vendor(s) must describe the Bluetooth security features available with all data devices.

In order for any Bluetooth accessory to work with a U.S. Cellular device, the end user will need to trust the device with the accessory. This trusting procedure is explained in the user manual and U.S. Cellular representation is available to aid in the setup. Once a device is trusted, the end user will need to activate the Bluetooth accessory on the device. Each accessory can only be trusted to one device at a time. In the event the end user would like to have a Bluetooth capable accessory compatible with multiple handsets they would be required to purchase an additional accessory or go through the set process each time they move from one handset to another.

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

Please See Exhibit A: Available Calling Plans, Optional Devices and Accessories.

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

The State of West Virginia will have access to the following DATA options; some of these options may require a premium charge. Please see *Exhibit D*: Enhanced features and Services and *Exhibit A*: Available

Calling Plans, Optional Devices and Accessories for complete details and associated costs.

Easyedge<sup>SM</sup>
SpeedTalk<sup>SM</sup> (PTT Service)
Picture Messaging
BlackBerry® BIS
BlackBerry® BES
Wireless Modems

- 3.3.9 Vendor(s) must inform the State, ninety (90) days prior to replacement, of any model changes it intends to make.
- U.S. Cellular will notify the State of West Virginia when a handset is being phased out of our current lineup. This phase out process usually takes 3-6 months to complete, but unforeseen distribution activity could result in immediate close out. U.S. Cellular will notify the State of West Virginia when a device is being phased out but can not determine when the device will be out of stock. As soon as a device has been place on phase out U.S. Cellular will notify the State of West Virginia and offer a replacement device to the lineup that has equal value and capabilities.
- 3.3.1.1 Data Optional Features (The State recognizes that these are optional features, but the Vendor(s) are required to respond to this section.)
  - 3.3.1.2 Vendor must describe how anti-theft is addressed by their equipment. This specification applies to ALL devices, cellular and data, offered by the vendor, for consideration by the State.

All handsets come with the ability for the end user to lock the device. In the event the end user's device is lost or stolen and the handset was locked, no calls could be made from the device and no information could be reviewed on the handset until the phone is unlocked using the end user's unique pass code. U.S. Cellular has the ability to master reset any device. This action can not be completed remotely. Should a device require removal of all stored data and reset factory default settings, a local U.S. Cellular representative will be available to assist by phone. In addition, any local U.S. Cellular retail location will be available to aid in this procedure.

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

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

- U.S. Cellular is currently migrating our entire customer base to E911 enabled devices. Should the State of West Virginia elect to take advantage of this wireless solution, all end users will be distributed E911 capable handsets. In the event of an emergency, this feature can be utilized by first responders to help locate the end user. Currently, U.S. Cellular does not offer any telemetry products and services to the public. Such products and services are being reviewed, but no date for launch has been determined. When released to the public, these telemetry options will enable a multitude of GPS services and mapping capabilities.
- 3.3.1.4 Vendor(s) shall describe, in detail, any proposed Server and/or Client software offered to answer the needs of a wireless e-mail system.
- U.S. Cellular has chosen to partner with Research in Motion, RIM, to deliver and end to end always on always connected data solution. Through the use of the BlackBerry device and either a BIS or BES, the State of West Virginia end users will have internet access and wireless email capabilities. The BlackBerry Enterprise Solution, BES, operating system and The BlackBerry Internet Solution, BIS, are two options the State of West Virginia will have to implement wireless e-mail. All BIS functionality is included with the purchase of a BlackBerry devise and data service, this solution will allow end users to send and receive email, but requires forwarding from the server or internet host. addition, this solution does not support the ability to sync calendar and contacts remotely. The BES offer is an always on always connected option for the State of West Virginia. It requires the purchase of software that will be placed on a dedicated server and allows the end user to send and receive email and supports the ability to sync calendar and contacts remotely. This patented software is approved by the federal government and offers triple DES security levels. Once the initial software has been implemented additional seat licenses, CALS, can be

purchased to make this solution scalable to the State of West Virginia's needs.

Lastly, U.S. Cellular is the only US carrier to include TX2 support for the first 12(twelve) months after a BES purchase. This support system is hosted by RIM and has representation available to help with any server or devise challenges.

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

The BlackBerry Enterprise Solution, BES, will allow the State of West Virginia to manage devise setting and functionality remotely along with clearing the device of any confidential information should the device be lost or stolen.

- 3.3.1.6 The vendor(s) shall describe their ability to designate one land line, per account, as a "home" number which will be treated as a mobile number for billing purposes (mobile-to-mobile). Example: The Office of Technology Help Desk number is 558-1257. Calling this number would be considered a mobile to mobile call.
- U.S. Cellular is unable to offer one landline, per account, as a home number which will be treated as a mobile number for billing purposes (mobile-to-mobile). U.S. Cellular can offer the State the ability to purchase one cellular device per account, as a home number. This device could use a U.S. Cellular 10 digit phone number or your local office landline number could be ported to this device.
- 3.3.1.7 Vendor(s) shall provide any additional offerings not included in the preceding data section, which would increase the value of their relationship with the State, through improved services, or reduced costs. Vendor(s) shall include any offerings of this nature, both those incurring additional costs, and those which may be provided to the State at no charge. All costs shall be detailed in the cost portion of the proposal.

The main additional offering US Cellular can provide that is described in more detail in Section V, is our customer service. We have chosen to implement a business model that has proven its ability to deliver profitable results through the Best in Customer Service. Effective

Leadership will deliver Associate Satisfaction which will increase customer satisfaction and deliver profitable results. Within the State of West Virginia we have a multitude of retail stores, both company owned and agent owned. In addition to our store fronts there is a team wireless business consultants and sales support specialists strategically placed ready to deliver the customer service levels the State of West Virginia deserves. We have proven our ability to implement statewide contracts in Wisconsin, Maine, New Hampshire, North Carolina, Iowa and Virginia and look forward to offering the State of West Virginia access to a number one rated network, by a third party vendor, and the best in Customer Service the industry offers

- 3.3.1.8 Vendor's proposed equipment shall be capable of receiving "Amber Alert" notifications. The State recognizes that the subscription for this service is the responsibility of the agencies' utilizing this feature. Vendors shall show all pricing details in the cost portion of the proposal.
- U.S. Cellular does offer "Amber Alert" functionality to our clients. This service may require an additional text messaging package. For a complete list of text messaging options please see *Exhibit D*: Enhanced Features and Services.
- 3.3.1.9 Vendor(s) must describe, in detail, their Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. Any cost shall be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized users of WPS. See <a href="http://wps.ncs.gov">http://wps.ncs.gov</a>. THIS REQUIREMENT APPLIES ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

At this time U.S. Cellular does not offer Wireless Priority Service. We are still awaiting development by our vendors on the software necessary to implement such features. We expect that software to be available later this year at which time we will evaluate it and make a business decision on whether to move forward with full implementation. We will be able to provide additional information at that time

### Section III – Conversion and Training

#### 3.4. CONVERSION

- 3.4.1 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.
- U.S. Cellular is please to offer the service and support to the State of West Virginia users located within Barbour, Berkeley, Braxton, Clay, Fayette, Grant, Greenbrier, Hampshire, Hardy, Harrison, Jefferson, Marion, Mercer, Mineral, Monongalia, Monroe, Morgan, Nicholas, Pendleton, Pocahontas, Preston, Raleigh, Randolph, Summers, Taylor, Tucker, Upshur, Webster counties.
- 3.4.2 The State intends to retain the cellular numbers currently used. The Vendor(s) shall describe, in detail, their methods for attaining this goal, with specific emphasis on maintaining "local" phone numbers currently assigned to these devices.
- U.S. Cellular has the ability to maintain existing telephone numbers that have been assigned by any carrier located in the counties listed in 3.4.1. In the event the initial 10 digit cellular phone number was generated from a territory located outside of the said counties, the State of West Virginia would need to receive a new wireless phone number to take advantage of this wireless solution. Should the State of West Virginia elect to implement this recommendation and require U.S. Cellular to port numbers into our system from another carrier we would complete the following steps:
- 1. Check the requested phone number for confirmation of portability
- 2. Upon successful confirmation, U.S. Cellular would require the State of West Virginia to deliver following information in order complete a success port:
  - A. Account Name
  - **B. Billing Account Number**
  - C. Tax Identification Number

\*The State of West Virginia would need to remove all pass codes on the existing account.

3. U.S. Cellular® would assign a billing account number and request a port in of the required phone number from the existing carrier.

- 4. The phone number would be released
- 5. The phone number would de delivered to U.S. Cellular on a reserve status.
- 6. Handset and accessories would be ordered and sent to the end user.
- 7. The end user would call into activate their new phone
- 8. The new phone will be activated with U.S. Cellular service.

If any of the above information is not correct delivery time of a successful porting process will be increased. In most cases, this process can be completed in 48 hours and minimal time and effort is required from the end user. Should challenges in the process surface, U.S. Cellular will partner with the State of West Virginia to help expedite the order.

- 3.4.3 The Vendor(s) shall provide a Statement of Work (SOW), detailing their timelines and procedures necessary to achieve portability, if possible, and any impact it may have on state usage.
- U.S. Cellular has the ability to maintain existing telephone numbers that have been assigned by any carrier located in the counties listed in 3.4.1. In the event the initial 10 digit cellular phone number was generated from a territory located outside of the said counties, the State of West Virginia would need to receive a new wireless phone number to take advantage of this wireless solution. Should the State of West Virginia elect to implement this recommendation and require U.S. Cellular to port numbers into our system from another carrier we would complete the following steps:
- 1. Check the requested phone number for confirmation of portability
- 2. Upon successful confirmation, U.S. Cellular would require the State of West Virginia to deliver following information in order complete a success port:
  - A. Account Name
  - **B. Billing Account Number**
  - C. Tax Identification Number

\*The State of West Virginia would need to remove all pass codes on the existing account.

- 3. U.S. Cellular® would assign a billing account number and request a port in of the required phone number from the existing carrier.
- 4. The phone number would be released
- 5. The phone number would de delivered to U.S. Cellular on a reserve status.
- 6. Handset and accessories would be ordered and sent to the end user.
- 7. The end user would call into activate their new phone
- 8. The new phone will be activated with U.S. Cellular service.

If any of the above information is not correct delivery time of a successful porting process will be increased. In most cases, this process can be completed in 48 hours and minimal time and effort is required from the end user. Should challenges in the process surface, U.S. Cellular will partner with the State of West Virginia to help expedite the order.

- 3.4.4 Vendor(s) shall be responsible for any re-programming necessary to make any existing state-owned cellular telephones and data devices compatible with their system. The vendor(s) must provide this re-programming at no additional cost. If state-owned cellular telephones cannot be made compatible with a vendor(s) service, the vendor(s) shall provide the agency with a cellular telephone at no additional charge to the State. If data devices cannot be connected, it will be the State's responsibility to obtain compatible units, under the terms of this agreement.
- U.S. Cellular does not support the use of any other carrier devices or third party vendor devices. Due to handset enhancements and software upgrades, U.S. Cellular will only supply the State of West Virginia devices that have been approved by our in-house PEG group. These devices are included in the basic cellular telephone requirement in 3.2.1.

#### 3.5 TRAINING

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

- U.S. Cellular stands ready to deliver multi-level training classes to the State of West Virginia. Through our team or Wireless Business Consultants and Sales Support Specialists strategically placed throughout West Virginia, we can implement these sessions onsite with the State of West Virginia end users.
- 3.5.2 Primary training shall be a "train the trainer" concept for procurement officers, or other appropriate agency personnel, to clearly understand the ordering, billing and invoicing processes.
- U.S. Cellular uses the "train the trainer" process with release of enterprise initiatives, products and services. We would be honored to help implement this procedure with the State of West Virginia.
- 3.5.3 Vendor(s) should provide on-line user documentation for billing, invoicing and related paperwork for procurement officers, and fully describe how this mechanism will work.
- U.S. Cellular does not currently offer on-line user interface. We have implemented an electronic ticket system to deliver seamless ordering and account setup. This process has been implemented with dozens of major government accounts and utilizes standard email functionalities.

When the State of West Virginia requires account maintenance, a customized ticket will be generated. This template will be designed with mutual input from the State of West Virginia and U.S. Cellular. The ticket will be forwarded to a dedicated support specialist and converted into an internal U.S. Cellular remedy ticket. Once the order has been processed or account modified to meet the State's request the internal remedy ticket will be closed and a confirmation email will be sent to the State of West Virginia completing the request. All information required by the State of West Virginia procurement officers will be added to this ticket prior to implementation.

- 3.5.4 If required, vendor(s) shall offer server-level application training on any applicable data device software, required to facilitate interoperability with the State's network.
- U.S. Cellular has a dedicated Wireless Data Support Specialist available to deliver server-level application training on applicable data device software, required to facilitate interoperability with the State's network.

# Section IV – Ordering Procedures / Service and Support / Billing and Account Management

#### 3.6 ORDERING PROCESS

- 3.6.1 The Vendor(s) shall provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of their support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in their response. Vendor(s) must provide a toll-free number and email address for this contact.
- U.S. Cellular will provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of our support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in this response. U.S. Cellular will provide a toll-free number and email address for this contact.
- 3.6.2 The Vendor(s) shall provide activation of new service, or portability services related to current, state-owned equipment, at no additional charge. This shall be provided to state agencies within forty-eight (48) hours of receipt of request.
- U.S. Cellular does not support the use of any other carrier devices or third party vendor devices. Due to handset enhancements and software upgrades, U.S. Cellular will only supply the State of West Virginia devices that have been approved by our in-house PEG group. These devices are included in the basic cellular telephone requirement in 3.2.1. Pending no order, porting or inventory challenges, U.S. Cellular will deliver a completed response within 48(forty-eight) hours of the receipt of request.
- 3.6.3 The Vendor(s) must describe, in detail, their proposed process for the ordering of new equipment, including, but not limited to: delivery of equipment, notification processes to state spending units for the purposes of billing, detail regarding invoices for any product or service requested, as well as any other "ease of use" procedures the Vendor(s) may propose.
- U.S. Cellular does not currently offer on-line user interface. We have implemented an electronic ticket system to deliver seamless ordering

and account setup. This process has been implemented with dozens of major government accounts and utilizes standard email functionalities.

When the State of West Virginia requires account maintenance, a customized ticket will be generated. This template will be designed with mutual input from the Sate of West Virginia and U.S. Cellular. The ticket will be forwarded to a dedicated support specialist and converted into an internal U.S. Cellular remedy ticket. Once the order has been processed or account modified to meet the State's request the internal remedy ticket will be closed and a confirmation email will be sent to the State of West Virginia completing the request. All information required by the State of West Virginia procurement officers will be added to this ticket prior to implementation.

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

#### Agreed

- 3.6.5 Vendor(s) should detail any "real-time, on-line" capabilities they provide for checking the status of orders, via a web-based, password protected site.
- U.S. Cellular does not currently offer on-line user interface. U.S. Cellular will provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of our support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in this response. U.S. Cellular will provide a toll-free number and email address for this contact.

#### 3.7 SERVICE AND SUPPORT

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

- U.S. Cellular will provide a toll-free support number, with 365 day access from 7:00 AM to 12 Mid-Night Eastern Time.
- 3.7.2 Vendor(s)' service and support contact with the State of WV shall return telephone calls within one (1) business day, whenever requested by the State of WV, and shall provide status updates on problems/issues/questions until resolved.

#### Agreed

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

Standard warranty and parts claims will be honored through the device manufacture. U.S. Cellular does stock standard parts such as antennas but does not maintain regular inventory levels on all device parts. Should a handset require repair, U.S. Cellular is pleased to offer a loaner handset while this process is being completed.

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

Any maintenance of malfunctioning devices unrelated to end user neglect will be serviced or replaced by it's manufactures. This option is included in the rates for basic service.

- 3.7.5 Warranty coverage shall constitute repair or replacement of any malfunctioning units, with equipment equal to, or better than, the original unit, within twenty-four (24) hours of equipment failure/vendor(s) notification.
- U.S. Cellular is pleased to offer a loaner handset to the State's end users within 24(twenty-four) hours of equipment failure/vendor notification for all warranty claims
- 3.7.6 Vendor(s) must indicate the warranty period for telephone and other voice components their company may supply. Please indicate how repair/replacement is accomplished. Please indicate post-warranty costs to replace phones and other components for a user currently in service with vendor(s)' company. All costs shall be shown in the cost portion of the proposal.

Throughout the first 12(twelve) months of use, each device will be

offered standard warranty and parts claims. These claims will be honored through the device manufacture. U.S. Cellular does stock standard parts such as antennas but does not maintain regular inventory levels on all device parts. Should a handset require repair, U.S. Cellular is pleased to offer a loaner handset while this process is being completed.

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

Standard escalation process will be offered through U.S. Cellular Morgantown, West Virginia Business Office. The Direct Sales Manager, Frank Jacquez, will act as a single point of contact for any or all customer service escalation needs.

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

Standard warranty and parts claims will be honored through the device manufacture. U.S. Cellular does stock standard parts such as antennas but does not maintain regular inventory levels on all device parts. Should a handset require repair, U.S. Cellular is pleased to offer a loaner handset while this process is being completed.

- 3.7.9 If requested by the State, vendor(s) shall provide free replacement of standard (basic) telephones and wireless data cards after eighteen (18) months of use. For non-basic telephones, the State of WV users must be able to acquire replacements after two years, for little, or no additional costs. All costs must be included in the cost portion of the proposal.
- U.S. Cellular is please to offer the State of West Virginia a choice of 2(two) basic cellular telephones. This included device is dependant upon a 24(twenty-four) month initial agreement. Device upgrades can be offered at the said price after the 20(twenty) month milestone. In the event the State of West Virginia elects to only enter into a 12(twelve) month initial agreement pricing options for basic cellular telephones are

available for review. Please see *Exhibit A*: Available Calling Plans, Optional Devices and Accessories.

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

#### Agreed

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

#### Agreed

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

#### Agreed

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

#### NOW READS:

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

#### Agreed

3.7.14 Vendor must acknowledge the existence of, and be prepared to provide at the State's request, a description of their existing Disaster Recovery mechanisms, to accommodate for natural disasters or other related catastrophic events, and what "failover" methodology exists to guarantee

service continuance. . If this information is requested by the State, the vendor must provide the requested information within 3 business days of the request, or their bid will be disqualified.

#### Agreed

#### 3.8 BILLING AND ACCOUNT MANAGEMENT

- 3.8.1 The Vendor(s) shall provide a single, dedicated billing representative, available Monday through Friday, 8:00 5:00, as part of their support team, to handle all questions and issues related to the plans and invoicing included in their response to this RFP. Vendor(s) shall provide a toll-free number and email address, for state user access to this resource.
- U.S. Cellular will provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of our support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in this response. U.S. Cellular will provide a toll-free number and email address for this contact.
- 3.8.2 Primary vendor shall have the responsibility for negotiating agreements with the appropriate carriers in West Virginia to provide said consistent functional features. The successful vendor(s) will be responsible for the management of all carrier services provided to the user agencies, as well as billing, administrative support and maintenance. The successful vendor(s) shall be available to meet with the Office of Technology on a regular basis (monthly or quarterly, at the State's discretion) to discuss the utilization of this contract and any relevant issues.
- U.S. Cellular does not elect to partner as a consolidator for the State of West Virginia Wireless recommendation
- 3.8.3 State Agencies shall have the ability to change rate plans on a particular line without any fee or charge to the agency.

#### Agreed

3.8.4 The vendor(s) shall provide accurate, automated and detailed original billing (CD, EDI [potential feature]) and up to two (2) copies according to specific agencies needs. The vendor(s) shall provide a detailed summary for

each line regardless of how that usage is billed. All invoices shall be submitted from the primary vendor(s).

- U.S. Cellular offers a host of electronic invoicing options. These custom solutions would require in-depth dialog between our Electronic Billing Team and the State of West Virginia. In order for U.S. Cellular to provide an accurate expectation of service, we would require additional information from the State of West Virginia. These electronic invoicing options may initiate a premium charge above our set access fees. Such invoicing solutions have been implemented by U.S. Cellular to the State of Wisconsin through internal and third party vendor efforts.
- 3.8.5 It will be the responsibility of the successful vendor(s) to bill the individual spending units based on their individual requirements. Options may include:

A separate bill per service line requested Aggregate billing by agency geographic location Aggregate billing for the spending unit (Time aggregation would only be expected at the aggregated bill level and not across spending units.)

- U.S. Cellular offers a host of electronic invoicing options. These custom solutions would require in-depth dialog between our Electronic Billing Team and the State of West Virginia. In order for U.S. Cellular to provide an accurate expectation of service, we would require additional information from the State of West Virginia. These electronic invoicing options may initiate a premium charge above our set access fees. Such invoicing solutions have been implemented by U.S. Cellular to the State of Wisconsin through internal and third party vendor efforts.
- 3.8.6 The state would accept a bulk plan, as described in the first scenario in Attachment B. This scenario includes a mandatory requirement that the vendor shall bill individual agencies for their share of the monthly cost by dividing the total number of lines in service into the monthly cost, and charging each spending unit for the number of lines that they have.
- U.S. Cellular offers a host of electronic invoicing options. These custom solutions would require in-depth dialog between our Electronic Billing Team and the State of West Virginia. In order for U.S. Cellular to provide an accurate expectation of service, we would require additional information from the State of West Virginia. These electronic invoicing options may initiate a premium charge above our set access fees. Such

# invoicing solutions have been implemented by U.S. Cellular to the State of Wisconsin through internal and third party vendor efforts.

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

\*User Name

\*Cellular Number

Office (landline) Number

Supervisor's Name

Supervisor's Office (landline) Number

Department

\*Agency Name

Unit Name

Org. Number

\*Bill to address

\*Plan level

\*Date and time of call or data transaction

\*Number called

\*Duration of call or size of data transmission

\*Cost of call or data transmission

\*Overage charges, if applicable

\*Fees

\*mandatory

- U.S. Cellular offers a host of electronic invoicing options. These custom solutions would require in-depth dialog between our Electronic Billing Team and the State of West Virginia. In order for U.S. Cellular to provide an accurate expectation of service, we would require additional information from the State of West Virginia. These electronic invoicing options may initiate a premium charge above our set access fees. Such invoicing solutions have been implemented by U.S. Cellular to the State of Wisconsin through internal and third party vendor efforts.
- 3.8.8 Vendor(s) will provide a free quarterly optimization calculation, as applicable and requested by the State. There shall not be any additional charge or commitment for moving a user into a more appropriate plan.

Optimization recommendations must be communicated through a quarterly report in Common Separated Values (CSV) format on a CD. The State will use this information for evaluating the State's cell phone usage, as provided by the vendor.

#### Agreed

- 3.8.9 Reports should be made available via a secure, password-protected, on-line environment and include the following:
- U.S. Cellular does not currently offer on-line user interface. U.S. Cellular will provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of our support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in this response. U.S. Cellular will provide a toll-free number and email address for this contact.
  - 3.8.9.1 Ability to report usage, billing and trending data at the individual wireless number level

#### Agreed

3.8.9.2 Ability to summarize data at the department, agency and division levels

#### Agreed

3.8.9.3 Ability to provide exception reporting indicating low usage, overage usage, and minimal usage

#### Agreed

(The State will determine the levels of security access, and user validation.)

Vendor must describe their capabilities for providing this information.

U.S. Cellular offers a host of electronic invoicing options. These custom solutions would require in-depth dialog between our Electronic Billing Team and the State of West Virginia. In order for U.S. Cellular to provide an accurate expectation of service, we would require additional

information from the State of West Virginia. These electronic invoicing options may initiate a premium charge above our set access fees. Such invoicing solutions have been implemented by U.S. Cellular to the State of Wisconsin through internal and third party vendor efforts.

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

Agreed, U.S. Cellular will only invoice lines of service that are "Active" in our CARES billing system. This action takes place without any user interface.

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

#### Agreed

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

U.S. Cellular does not currently offer on-line user interface. U.S. Cellular will provide a single, dedicated sales representative, for the convenience of state users, available Monday through Friday, 8:00-5:00, as part of our support team, to handle all questions and issues related to the products, plans, ordering procedures and other offerings included in this response. U.S. Cellular will provide a toll-free number and email address for this contact.

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

#### NOW READS:

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

#### Agreed

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

#### Agreed

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

#### Agreed

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

U.S. Cellular is pleased to offer the State of West Virginia no activation fees throughout the length of the agreement. In addition, U.S. Cellular will not charge the State of West Virginia roaming fees, within the designated "home area," as part of this contract. Should the end user be located on the "home area" border and utilize a network infrastructure outside of the "home area", standard roaming charges will apply. U.S. Cellular will not charge disconnection fees for any wireless lines of service that have not received an upgraded device within the past 24 (twenty-four) months of service. In the event the State of West Virginia elects to terminate service within the initial 24 months of a devise upgrade, a pro-rated disconnection fee will be engaged.

# **Section VI – Supporting Information**

Exhibit A Available Calling Plans, Optional Devices and Accessories (Included in Cost Proposal)

Exhibit B
Coverage Maps
(Proprietary Information Not for Public Disclosure)

Exhibit C
Area Codes, Exchanges and NPA-NNX
(Proprietary Information Not for Public Disclosure)

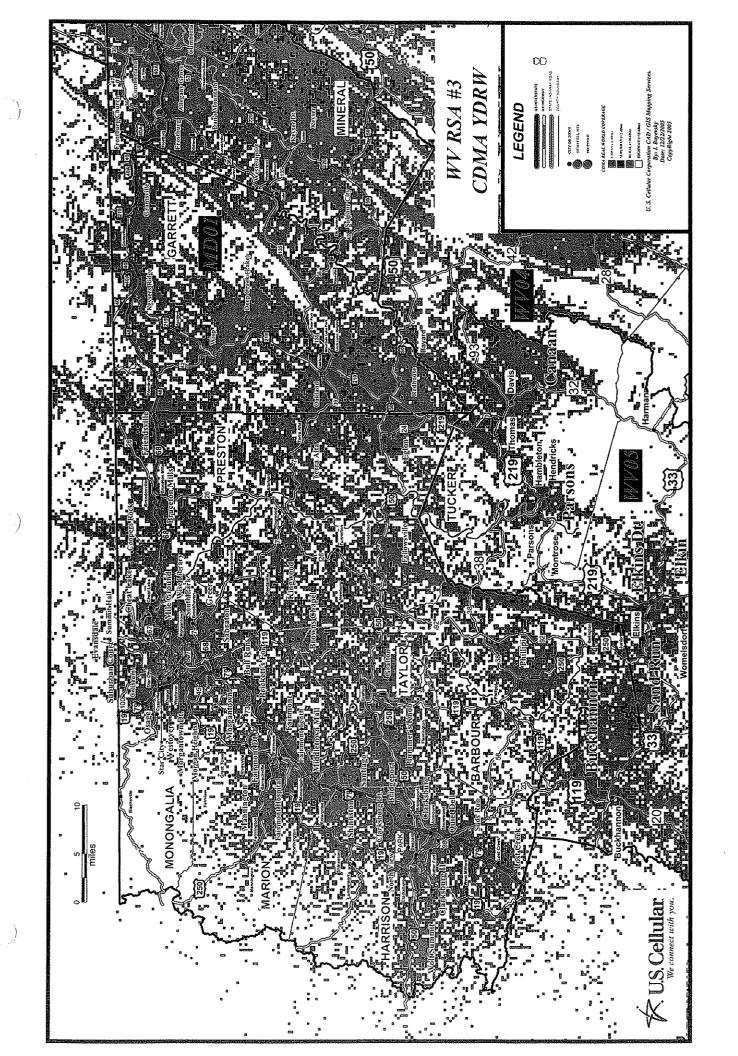
Exhibit D
Enhanced Features and Services
(Included in Cost Proposal)

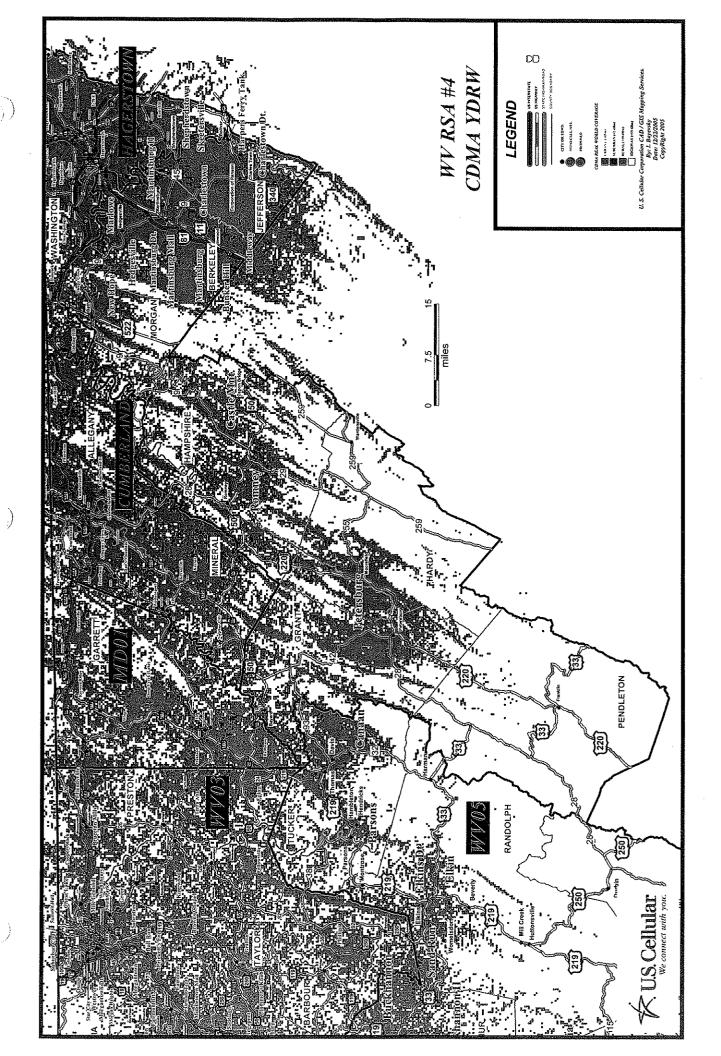
Exhibit E – Device Specifications

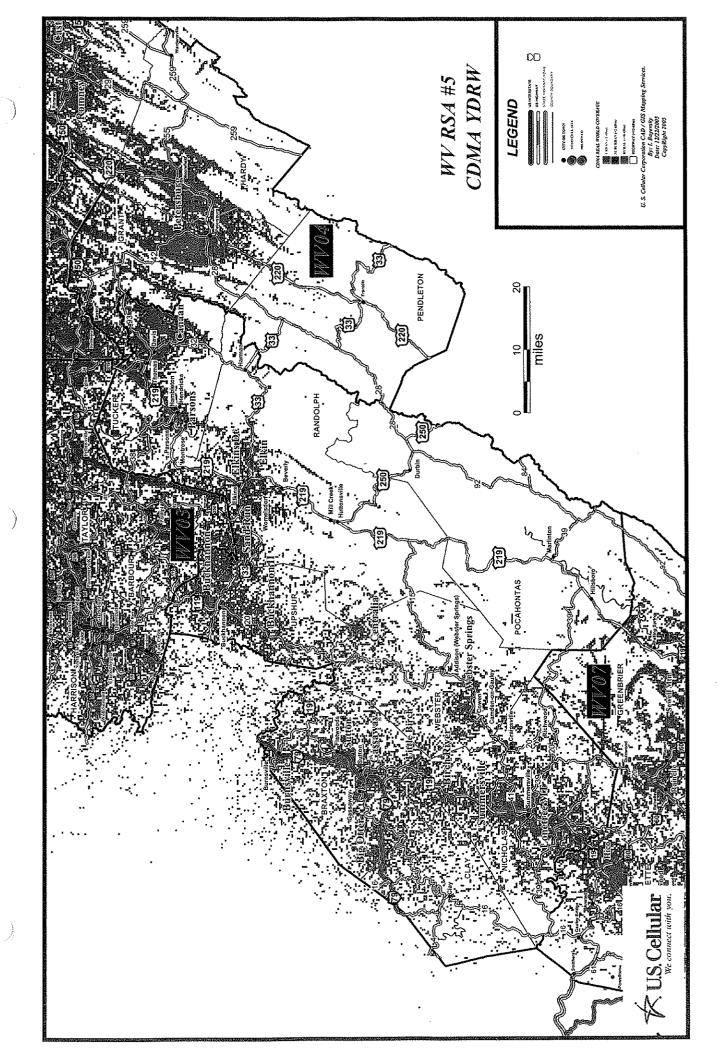
Exhibit F-BlackBerry® Access, BES and CAL Pricing (Included in Cost Proposal)

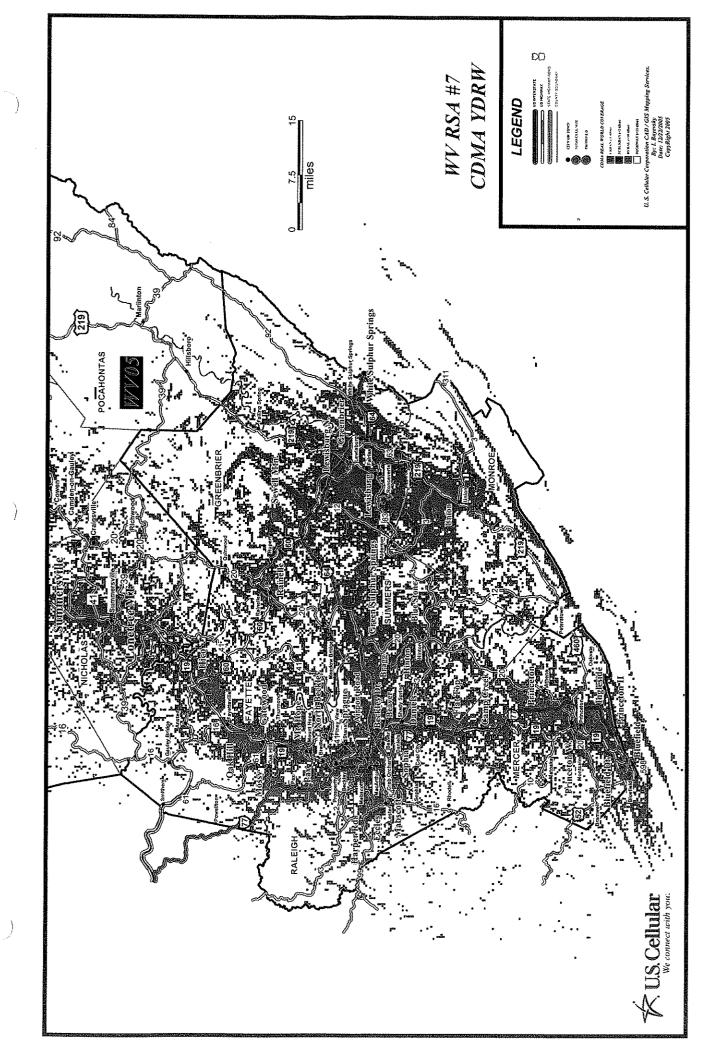
Exhibit B

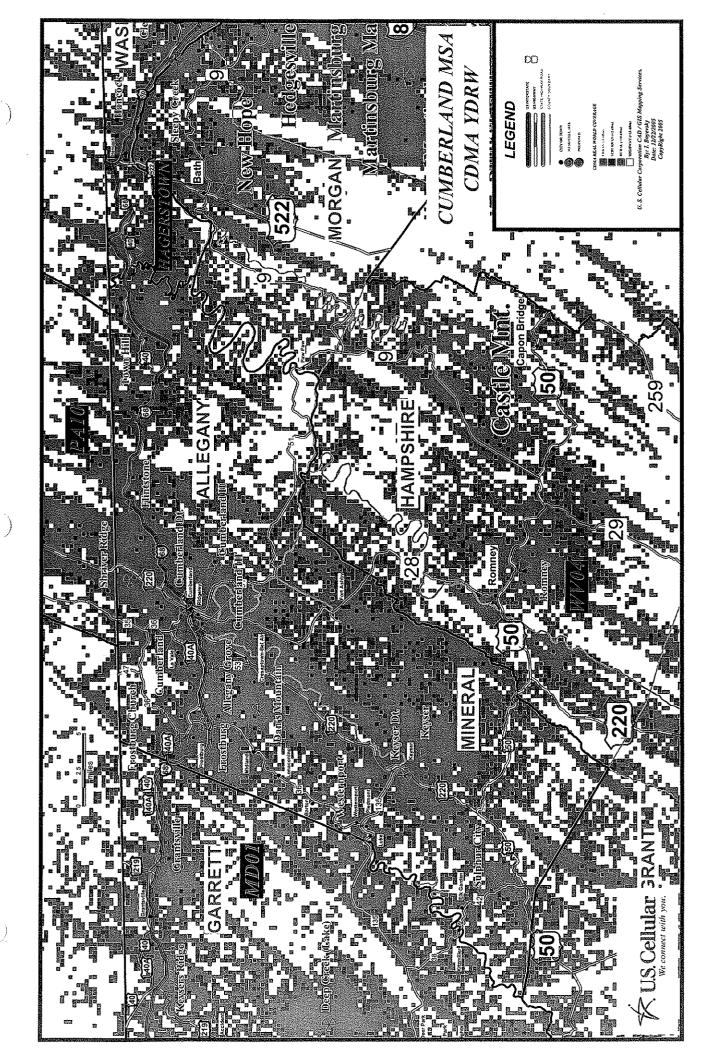
**Coverage Maps**(Proprietary Information Not for Public Disclosure)



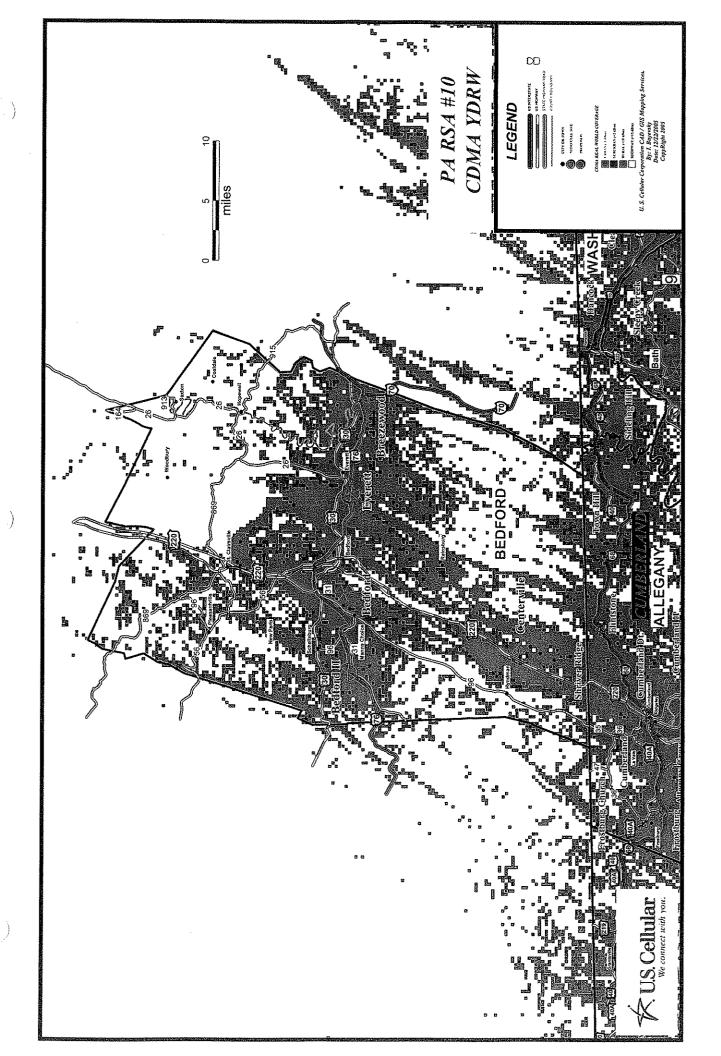












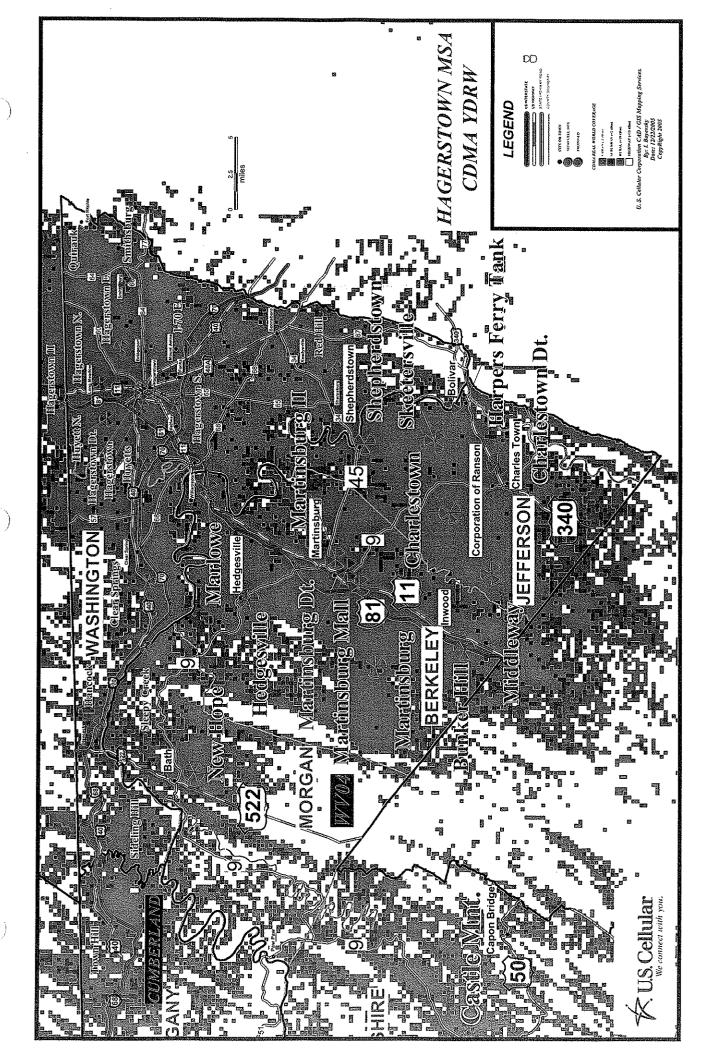


Exhibit C

Area Codes, Exchanges and NPA-NNX (Proprietary Information Not for Public Disclosure)

# NORTHEAS. ..ÉGION Land to Mobile Local Calling Area by Rate Center\*

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LTA LOCAL CALLING AREA	256 Sutton 402, 644, 678, 689, 701, 750, 765; Gassaway 384, 803; Burnsville 713, 852, 853; Cowen 226, 461; Glenville 462, 601, 804; Hacker Valley 493, 516; Walkersville 452, 901; Webster Sprng 847, 904.	254 Summersville 618, 619, 651, 872, 880, 883; Craigsville 742; Widen 332; Ansted 658; Birch River 649; Clay 587; Fayetteville 574, 663; Gauley Bridge 632; hyddale 286; Rainelle 438; Richwood 846.	254 Beckley 205, 208, 250, 251, 252, 253, 254, 255, 256,414, 419, 573, 575, 578, 673, 763, 770, 880, 929, Frankling 157, 685, Frankling 157, 685, Frankling 157, 685, Frankling 157, Frank	Mt. nope 640, or r, muneus 234, Oan till 400, 405, Oceana 002, 1 mornio 102, 102, 102, 103, 103, 103, 103, 103, 103, 103, 103	254 Fayetteville 574, 663, Alloy 779; Ansted 659; Beckley 205, 206, 228, 250, 251, 252, 254, 255, 256, 474, 419, 575, 575, 575, 673, 760, 770, 890, 929; East Bank 595, 734; Gauley Bridge 632; Meadow Bridge 484; Oak Hill 465, 469; Rainelle 438; Summersville 618, 619, 651, 672, 880, 883.	254 Alderson 445;, Beckley 205, 206, 228, 250, 251, 252, 253, 254, 255, 256, 414, 419, 573, 575, 578, 673, 770, 690, 923; Flat Top 787; Greenville 832; Hinton 466, 660; Meadow Bridge 484; Mt Hope 640, 877; Poterstown 753, 858, Rainelle 438; Rupert 392; Sophia 683; Union 772.	254 Lewisburg 645, 646, 647, 667, 667, 793; Anderson 445; Frankford 497; Greenville 832; Union 772; Rainelle 438; Rupert 392; White Sulphur Spring 536;.	932 Bluefield 320, 323, 324, 325, 327, 887, 920, 921; Bluewell 589; Bramwell 248; Anawalt 383; Athens 384; Motoaka 467, Maybeury 627, Northfork 862; Oakvale 898; Princeton 425,431,487; Gary 448; Kimball 585; (VA-540) Bluefield 322,326; Rocky Gap 928	Code being retired Wide Area Calling, Land to Mobile. NOTE: This agreement with GTE only - will not work from independent or Ameritech codes!
TELCO	вА	BA	BA		BA	вА	B.A	Citizen	Land to
ArB	œ	න	œ		το.	8	αc	<b>α</b>	g retired Calling
TYPE	Type 2	Type 2	Type 2 Type 2	Type 2 Type 2	Type 2	Туре 2	Type 2	Type 2	Code being retired Wide Area Calling
INTERCONNECT	MORGANTOWN	MABSCOTT	MABSCOTT	Do Not Use	MABSCOTT	MABSCOTT	MABSCOTT	BLUEFIELD	Do Not Sell WAC
TYPE	678 WAC 689 Reg 701 PPC	619 Reg 618 PPC	573 WAC 575 WAC	254 PPC 228 Reg 578 PPC	663 Reg	660 Reg	667 Reg 661 PPC	920 Reg 921 PPC	
NPA CODE									
NPA	304 304 304		304	30 304	304	304	304	304	
MKT RATECTR NPA CO MABSCOTT (WV) CLUSTER	Sutton	Summersville	Beckley		Fayetteville	Hinton	Lewisburg	Bluefield	
MAB	WV5	WV5	WV7		WV7	W/7	WV7	7///M	

• CAUTION Land to Mobile Calling areas depend upon optional level of service (some telcos offer up to 5 bands of service, each plan offering an expanded toll free calling area for an additional monthly fee.)
Please refer to the local telephone directory for details of the calling plans

# NORTHEAS। N=GION Land to Mobile Local Calling Area by Rate Center\*

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301 748 Prepay Cumberland   Type 1   B BA   240     301 748 Prepay Cumberland   Type 1   B BA   240     301 268 Reg	SBURG CLUSTER	5.	がおりを			INTERCONNECT	- K	2	IFICO	LIA LOCAL CALLING AREA
201   170   Page   Pa	301         748 Prepay Cumberland         Type 1         BA         240           301         707 Reg         Type 1         BA         240           301         707 Reg         Type 2         BA         240           304         813 Reg         Cumberfand         Type 2         BA         240           301         491 Reg         Hagerstown         Type 2         BA         240           301         190 Prepay         Ba BA         240         240           301         518 Reg         Deep Cruek         Type 2         B         BA         240           304         558 Reg         Deep Cruek         Type 2         B         BA         240           304         657 Reg         Clarksburg         Type 2         B         BA         240           304         657 Reg         Clarksburg         Type 2         B         BA         250           304         658 Reg         Morgantown         Type 2         B         BA         256           304         658 Reg         Morgantown         Type 2         B         BA         256           304         658 Reg         Morgantown         Type 2         B	ANI	OWN, MA	ARTINSE	SURG CLU	ISTER				
12.2   12.2	301         707 Reg         Type 1           304         813 Reg         Cumberland         Type 2         B         BA         240           301         491 Reg         Hagerstown         Type 2         B         BA         240           301         98 Reg         Hagerstown         Type 2         B         BA         240           240         31 Prepay         Bed Carksburg         Type 2         B         BA         240           301         616 Reg         Deep Cruek         Type 2         B         BA         240           304         676 Reg         Clarksburg         Type 2         B         BA         240           304         676 Reg         Clarksburg         Type 2         B         BA         240           304         676 Reg         Morgantown         Type 2         B         BA         256           304         669 Reg         Morgantown         Type 2         B         BA         256           304         650 Prepay         Morgantown         Type 2         B         BA         256           304         650 Prepay         Morgantown         Type 2         B         BA         256 <td>ŝ</td> <td>nberland</td> <td>301</td> <td>784 Prepa</td> <td>ny Cumberland</td> <td>Type 1</td> <td>മ</td> <td>ВА</td> <td>240 (MD-240) Cumberland 362, 378, 727; Grantsville 275; McCoole 322; (MD-301) Cumberland 268, 546, 697, 707,</td>	ŝ	nberland	301	784 Prepa	ny Cumberland	Type 1	മ	ВА	240 (MD-240) Cumberland 362, 378, 727; Grantsville 275; McCoole 322; (MD-301) Cumberland 268, 546, 697, 707,
State   https://doi.org/10.1001/j.ps. 2   BA   24 (State   FF) Mellergon 203, 382 Pedanout 355; Elik Gardon 446; Fort Ashby 238; 514; fill   1796   28   A   24 (State   FF) Mellergon 203, 382 Pedanout 355; Elik Gardon 446; Fort Ashby 238; 514; fill   23 (State   FF) Mellergon 203, 216; 217; 217; 224; 310; 310; 324; 328; 324; 324; 324; 324; 324; 324; 324; 324	304         813 Reg         Cumberland         Type 2         B         BA         240           301         431 Reg         Hagerstown         Type 2         B         BA         240           240         310 Prepay         B         BA         240           240         310 Prepay         B         BA         240           340         616 Reg         Deep Gruek         Type 2         B         BA         240           304         624 Prepay         Bedford         Type 2         B         BA         256           304         672 Prepay         Gersbud         Type 2         B         BA         256           304         672 Prepay         Morgantown         Type 2         B         BA         256           304         672 Prepay         Morgantown         Type 2         B         BA         256           304         689 Reg         Morgantown         Type 2         B         BA         256           304         692 Reg         Morgantown         Type 2         B         BA         256           304         692 Reg         Morgantown         Type 2         B         BA         256			301	707 Reg 268 Reg		Type 1 Type 2			722, 723, 724, 729, 777, 783, 784; Flintstone 478; Frostburg 687, 689, 781; Grantsville 895; Lonaconing 463; McCoole 786; Mt. Savage 264; Western Pt 359; (WV - 304) Ridgeley 726, 738; (PA - 814) Hewitt 458;
200   431 Reg   Cumberland   Type 2   B A   240 Register (18.7 %) 151 St. Berhannts 1556 (Bardent Act Rot Act Act) 440 St.	304         813 Reg         Cumberland         Type 2         B BA         240           301         491 Reg         Hagerstown         Type 2         B BA         240           301         988 Reg         Hagerstown         Type 2         B BA         240           240         310 Prepay         Bed Cruek         Type 2         B BA         240           301         616 Reg         Clerksburg         Type 2         B BA         240           304         626 Reg         Clarksburg         Type 2         B BA         256           304         626 Reg         Clarksburg         Type 2         B BA         256           304         658 Reg         Morgantown         Type 2         B BA         256           304         658 Reg         Morgantown         Type 2         B BA         256           304         690 Prepay         Morgantown         Type 2         B BA         256           304         692 Reg         Morgantown         Type 2         B BA         256           304         692 Reg         Morgantown         Type 2         B BA         256           304         694 PPC         Morgantown         Type 2									State Line 767; Wellersburg 324.
240   1895   1895   1896   1	301 491 Reg Hagerstown Type 2 B BA 240 301 988 Reg 10 Deep Cruek Type 2 B BA 240 304 626 Reg Clarksburg Type 2 B BA 256 304 658 Reg Morgantown Type 2 B BA 256 304 669 Reg Morgantown Type 2 B BA 256 304 669 Reg Morgantown Type 2 B BA 256 304 689 Reg Morgantown Type 2 B BA 256 304 689 Reg Morgantown Type 2 B BA 256 304 280 WAC Type 2 B BA 256 304 689 Reg Morgantown Type 2 B BA 256 304 689 Reg Morgantown Type 2 B BA 256 304 690 Reg Morgantown Type 2 B BA 256 304 690 Reg Morgantown Type 2 B BA 256 304 692 Reg Morgantown Type 2 B BA 256 304 692 Reg Morgantown Type 2 B BA 256 304 693 Reg Morgantown Type 2 B BA 256 304 693 Reg Morgantown Type 2 B BA 256 304 694 PPC Morgantown Type 2 B BA 256 304 671 Reg MARTINSBURG Type 2 B BA 240 304 671 Reg MARTINSBURG Type 2 B BA 256 304 671 Reg MARTINSBURG Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256 304 671 Reg MORGANITOWN Type 2 B BA 256	š	yser, WV	304	813 Reg	Cumberland	Type 2	8	8A	<ol> <li>Z40 Keyser 788, 790, 813; Burlington 289, 398; Piedmont 355; Elk Garden 446; Fort Ashby 298, 514; Ridgeley 726.</li> <li>738; Gormania 693; (MD-240) McCoole 322; (MD-301) McCoole 786; Western Point 359.</li> </ol>
10   10   10   10   10   10   10   10	301 616 Reg Deep Cruek Type 2 B BA 240 240 310 Prepay Bedford Type 1 B UNITED 230 814 585 Reg Clarksburg Type 1 B BA 256 304 677 WAC Morgantown Type 2 304 669 Reg Morgantown Type 2 304 689 Reg MORGANITOWN Type 2 304 681 Reg MORGANITOWN Type 2 8 BA 256 B	į	reretown	201	AQ1 PA		Time 2	α	ΔA	240 (240) Hanaretown 206 246 24 277 284 340 313 329 343 420 527; Hancock 287; Myersylle 385, 675, 818;
240   310 Prejacy   240   24	240   310 Prepay   17P   240   310 Prepay   140   321 Prepay   321			5 6	988 Red		Type 2	1	Š	(201) MDI Clear Sorting 842" Hangstown 331, 383, 491, 573, 582, 665, 714, 733, 739, 745, 766, 790, 791, 797, 835,
240   231   232   232   242	nd         301         616 Reg         Deep Cruek         Type 2         B         BA           nd         814         624 Prepay         Bedford         Type 1         B         UNITED           burg         814         628 Reg         Clarksburg         Type 2         B         A           304         672 Prepay         Morganitown         Type 2         B         A           304         689 Reg         Morganitown         Type 2         B         BA           304         284 Prepay         Morganitown         Type 2         B         BA           304         289 WAC         Type 2         B         BA           304         690 Prepay         Morganitown         Type 2         B           304         692 Reg         Morganitown         Type 2         B         BA           304         692 Reg         Morganitown         Type 2         B         BA           burg         304         694 PPC         Morganitown         Type 2         B         BA           sburg         304         617 Reg         MARTINSBURG         Type 2         B         BA           sburg         304         617 Reg         MORG			240	310 Prepa	*	2			988, 991, 992, 999; Hancock 597, 678. Keedveville 432; Myersville 293, 416, 462, 465, 487, 508, 667, 730, 964;
231   212   Pregger	10									Smithsburg 824; Williamstown 223; (WV - 304) Falling Waters 270, 271, 274, 278, 283.
234   227 Prepay   228 Fleepy	Section	ő	kfand	301	616 Reg	l	Type 2	8	8A	240 (240-MD) Oakland 212, 321; (301-MD) Bittinger 245; Friendsville 746; Kitzmiller 453; Oakland 334, 387, 501, 533.
14   225 Fleep   Geldod   Type 1   B   UNITED   220 Bedford \$65, 623, 624, 977, 979, Charlesville 347, Event \$622, Fishertown \$630, Osterburg 275, Sch   245, Sept \$67, Sept \$67, Sept \$77, Sch   255, Sept \$67, Sept \$67, Sept \$77, Sept \$77, Sept \$67, Sept \$67, Sept \$77, Sept \$67, Sept \$77, Sept	rd 814 654 Prepay Bedford Type 1 B UNITED  814 585 Reg  814 585 Reg  814 585 Reg  814 585 Reg  804 677 WAC Morganitown Type 2  804 689 Reg Morganitown Type 2  804 288 WAC  804 288 WAC  804 698 Prepay  804 692 Reg Morganitown Type 2  804 612 Reg Morganitown Type 2  804 613 Reg MORGANITOWN Type 2  804 613 Reg MORGANITOWN Type 2  804 614 Reg MORGANITOWN Type 2  804 614 Reg MORGANITOWN Type 2  804 614 Reg MORGANITOWN Type 2  805 621 PPC			240	321 Prepay					616, 849; Western Pt 356; (WV - 304) Gormania 693
814   585 Reg	Burg         SSG Reg         Clarksburg         Type 2         256           304         672 Prepay         Morgantown         Type 2         256           304         672 Prepay         Morgantown         Type 2         256           304         672 Prepay         Morgantown         Type 2         256           304         689 Reg         Morgantown         Type 2         256           304         288 WAC         Type 2         256           304         680 Prepay         Type 2         256           304         680 Prepay         Type 2         8           304         698 Reg         Morgantown         Type 2         8           304         698 Reg         Morgantown         Type 2         8         8A         256           burg         304         612 Reg         Morgantown         Type 2         8         BA         256           sburg         304         612 Reg         MARTINISBURG         Type 2         8         BA         240           304         617 Reg         MORGANTOWN         Type 2         B         BA         256           304         614 Reg         MORGANTOWN         Type 2	ă	dford	814	624 Prepa	y Bedford	Type 1	æ	UNITED	230 Bedford 585, 623, 624, 977, 979; Charlesville 847; Everett 652; Fishertown 839; Osterburg 276; Schellsburg 733.
burg         304         656 Reg         Clarisation         Type 1         B         256 Charisating 258, 268, 268, 268, 268, 268, 268, 268, 26	burg         304         656 Reg         Clarksburg         Type 1         8         BA         256           304         677 WAC         Morgantown         Type 2         8         A         256           304         669 Reg         Morgantown         Type 1         B         BA         256           304         284 Prepay         Morgantown         Type 2         BA         256           304         288 WAC         Type 2         Type 2         BA         256           304         280 Prepay         Morgantown         Type 2         BA         256           304         680 Prepay         Morgantown         Type 2         BA         256           304         688 Reg         Morgantown         Type 2         BA         256           burg         304         612 Reg         Petersburg         Type 1         A         CITIZEN         256           sburg         304         617 Reg         MARTINSBURG         Type 2         B         BA         240           304         618 Reg         MORGANITOWN         Type 2         B         BA         256           304         614 Reg         MORGANITOWN         Type 2			814	585 Reg		Type 2			
Style   Styl	304   677 WAC   Morganitown   Type 2	Ü	arksburg	304	626 Reg	Clarksburg	Type 1	ဆ	8A	
304 672 Prepay Morganitown   Type 2   501, 587, 684, 487, Fallenmight of 364, 366, Philipp 314, 457, Riverville 278, 68 (24 Prepay Morganitown   Type 2   515, 527, 525, 5276, 525, 226, 236, 527, 527, 527, 527, 527, 527, 527, 527	304   672 Prepay Morgantown   Type 2			304	677 WAC		Type 2			Bridgeport 608, 842, 848; Buckhannon 471, 472, 473, 609, 613; Fairmont 333, 365, 365, 366, 367, 368, 502, 534,
Salem 3'0, 7'12   Salem 3'0,	304   688 Reg   Morgantown   Type 2			304	672 Prepa		Type 2			612, 657, 694, 987; Farmington 504, 825; Flemington 515, 739; Gratton 225, 506; Jane Lew 805, 884;
Title   BA   Title	ntown         304         284 Prepay Morgantown         Type 1         B AA         256           304         288 WAC         Type 2         Type 2         288 WAC         179e 2         288 WAC         288 WAC         179e 2         179e 2         288 WAC         288 WAC         179e 2         179e 2         288 WAC         288 WAC         288 WAC         179e 2			304	669 Reg	Morgantown	Type 2			Joetown 519, 795; Lumberport 564, 806; Mannington 508, 986; Philippi 314, 457; Rivesville 278, 602; Salem 370, 782; Sardis 783, 818; Shinniston 371, 592; Smithfield 334, 619; Wallace 796, 902; W Milford 404,
179	ntown         304         284 Prepay         Morganitown         Type 1         B BA         256           304         288 WAC         Type 2         Type 2         1									745; W. Union 405, 596, 871, 873; Weston 266, 289, 406; Worthington 287.
304   238 WAC   Type 2   Fairmont 333, 363, 366, 366, 367, 368, 502, 364, 612, 657, 698, 977, 368, 502, 364, 612, 657, 698, 699 Prepay   Type 2   Fairwew 449, 569; Emmont 333, 363, 365, 366, 364, 977, 363, 612, 657, 614, 612, 657, 616, 612, 657, 614, 612, 627, 616, 612, 627, 616, 612, 637, 614, 617, 614, 612, 614, 612, 614, 612, 614, 612, 614, 612, 614, 614, 614, 614, 614, 614, 614, 614	304 288 WAC Type 2 304 808 Prepay Type 2 304 680 Prepay Type 2 304 689 Reg Morgantown Type 2 B BA 256  burg 304 854 PPC Morgantown Type 2 B BA 256  burg 304 612 Reg MARTINSBURG Type 2 B BA 240  sburg 304 677 Reg MARTINSBURG Type 2 B BA 240 304 552 Reg MARTINSBURG Type 2 B BA 256 304 552 PPC annon 304 613 Reg MORGANTOWN Type 2 B BA 256 304 562 PPC 304 562 PPC 304 613 Reg MORGANTOWN Type 2 B BA 256 304 621 PPC	Σ	organtown	304	284 Prepa	y Morgantown	Type 1	80	BA	256 Morgantown 212, 216, 225, 276, 282, 284, 285, 286, 290, 291, 292, 296, 319, 418, 427, 581, 598, 599, 680,
304   200 WAC   Type 2   Perintent 445 603; Fairmont 331, 363, 365, 366, 367 968, 502, 364, 626, 506; Kingwood 329, 370     304   690 Prepay   Type 2   Printent 445 603; Fairmont 325; Perintington 504, 632 Fee     304   690 Prepay   Type 2   Printent 446 603; Printent 505, 602; Waddestown 662; Worthington 287; Turnelfon 569, 603; Waddestown 662; Worthington 287; Turnelfon 569, 603; Waddestown 662; Worthington 287; Turnelfon 569, 603; Waddestown 662; Worthington 287; Perintington 504, 632 Fee     304   612 Fee   Printent 476, 862 Fee   Printent 476, 863; Printent 476; Printent 476, 864; Grafton 265, 506; Laurel Point 983; Manniston 982; Cheat Lake 564; Grafton 265, 506; Laurel Point 983; Magnatiown 712, 216, 225, 226, 234, 612, 684; 987; Fairmington 825; Rivesville 278; Laurel Point 983; Printington 278; Print	304 250 WAC Type 2 304 680 Prepay Type 2 304 689 Reg Morgantown Type 2 B BA 256  burg 304 612 Reg MARTINSBURG Type 1 B BA 266  sburg 304 671 Reg MARTINSBURG Type 2 B BA 266  304 671 Reg MARTINSBURG Type 2 B BA 266  304 562 Reg MORGANTOWN Type 2 B BA 256  304 562 Reg MORGANTOWN Type 2 B BA 256  304 562 Reg MORGANTOWN Type 2 B BA 256  304 562 Reg MORGANTOWN Type 2 B BA 256			304	288 WAC		Type 2			685, 692; Cheatlake 594; Core 879; Laurel Pt 983; Mt Morris 328; Blacksville 397, 409, 432; Daybrook 798;
304   680 Prepay   Type 2   Rannington 508, 962 Function Mills 379; Farmington 569, 632; Madestown 662; Morphington 251, 503 St. 369 April 200, 832; Tunnelton 569, 603; Wadestown 662; Worthington 251, 504 St. 369, 603, 804 St. 369, 604, 805; Farmington 569, 603; Wadestown 662; Worthington 251, 725 St. 369, 605, 804 St. 369; St. 369, 805, 804 St. 369;	304 680 Prepay Type 2 304 692 Reg Morgantown Type 2 B BA 256  ood 304 694 PPC Morgantown Type 2 B BA 256  burg 304 612 Reg MARTINSBURG Type 2 B BA 240  sburg 304 671 Reg MARTINSBURG Type 2 B BA 240  304 572 Reg MORGANTOWN Type 2 B BA 256  annon 304 613 Reg MORGANTOWN Type 2 B BA 256  304 592 Reg 304 592 R			304	290 WAC		Type 2			Fairview 449, 503; Fairmont 333, 365, 366, 366, 367, 368, 502, 534, 612, 657, 694, 987; Reedsville 864;
304   692 Reg	304 692 Reg			304	680 Prepa	^-	Type 2			Rivesville 278, 602; Bruceton Mills 379; Farmington 504, 825; Grafton 265, 506; Kingwood 329, 507, 698;
Signature   Sign	ood         304         698 Reg         Morganitown         Type 2         B         BA         256           burg         304         612 Reg         Morganitown         Type 2         B         BA         256           burg         304         612 Reg         Petersburg         Type 1         A         CITIZEN         256           sburg         304         671 Reg         MARTINSBURG         Type 2         B         BA         240           304         676 Reg         304         582 Reg         SR         A         304         582 Reg         A         304         613 Reg         MORGANTOWN         Type 2         B         BA         256           annon         304         613 Reg         MORGANTOWN         Type 2         B         BA         256           304         621 PPC         MORGANTOWN         Type 2         B         BA         256			304	692 Keg		1 ype 2			Mannington 508, 986; Newburg 509, 592; Tunneiton 556, 503; Wadestown 552, Worthington 257; IDA . 443) Di Marian 577 725
Britischen Mills 379; Eglon 730; Leave 16e 564; Graffion 265; 506; Lauriel Point 983;   Britischen Mills 379; Eglon 730; Leave 16e 564; Graffion 265; 506; Lauriel Point 983;   Britischen Mills 379; Eglon 730; Eglon 730	burg 304 612 Reg MARTINSBURG Type 2 B BA 256  sburg 304 617 Reg MARTINSBURG Type 1 A CITIZEN 256  sburg 304 676 Reg MARTINSBURG Type 2 B BA 240  304 702 PPC  annon 304 613 Reg MORGANTOWN Type 2 B BA 256  334 614 Reg MORGANTOWN Type 2 B BA 256	12	poomou	30.6	000 008	Moranatoren	Time	۵	50	255 Vinneral Of A 505 Boardeville 964 Daniesture 318 A54 Tare Alta A112 789 781 Tinnellen 568 603
Shinnston 393, 367, 368, 368, 367, 368, 367, 368, 367, 368, 367, 368, 368, 367, 368, 368, 368, 368, 368, 368, 368, 368	sold         694 PPC         Morganitown         Type 2         8         BA         256           burg         304         612 Reg         Petersburg         Type 1         A         CITIZEN         256           sburg         304         671 Reg         MARTINSBURG         Type 2         B         BA         240           sburg         304         676 Reg         ARRINSBURG         Type 2         B         BA         240           304         702 PPC         ARC         ARCANTOWN         Type 2         B         BA         256           304         613 Reg         MORGANTOWN         Type 2         B         BA         256           304         614 Reg         MORGANTOWN         Type 2         B         BA         256	Ž	000	Š	fiau oco	WO gentown	z adk)	٥	Ç û	Bruceton Milis 379; Egion 735; Newbord 892; Cheart Lake 594; Grafton 255; 505; Laurel Point 883; Merceton Milis 379; Egion 735; Newbord 892; Cheart Lake 594; Grafton 255; 505; Laurel Point 883; Mercenthum 912, 747; 577; 578; 578; 788, 788, 787, 797, 778; 788, 788, 788, 787, 797, 797, 788, 788,
304 612 Reg  burg 304 577 Reg Petersburg Type 1 A CITIZEN 256  sburg 304 677 Reg MARTINSBURG Type 2 B BA 240  304 702 PPC  304 613 Reg MORGANTOWN Type 2 B BA 256  304 674 Reg MORGANTOWN Type 2 B BA 256  304 674 Reg MORGANTOWN Type 2 B BA 256  304 674 Reg MORGANTOWN Type 2 B BA 256	304 612 Reg  burg 304 257 Reg Petersburg Type 1 A CITIZEN 256  sburg 304 671 Reg MARTINSBURG Type 2 8 BA 240 304 676 Reg 304 702 PPC annon 304 613 Reg MORGANTOWN Type 2 B BA 256  334 614 Reg MORGANTOWN Type 2 B BA 256  3364 621 PPC	E	irmont	304	694 PPC	Morgantown	Type 2	ထ	BA	Fairmont 363, 366, 366, 367, 368, 534, 612, 694, 987; Fairview 449; Farmington 825; Rivesville 278;
burg         304         257 Reg         Petersburg         Type 1         A         CITIZEN         256           sburg         304         671 Reg         MARTINSBURG         Type 2         8         BA         240           304         568 Reg         304         702 PPC         APPC         BA         256           annon         304         613 Reg         MORGANITOWN         Type 2         B         BA         256           304         614 Reg         MORGANITOWN         Type 2         B         BA         256	burg         304         257 Reg         Petersburg         Type 1         A         CITIZEN         256           sburg         304         671 Reg         MARTINSBURG         Type 2         B         BA         240           304         676 Reg         304         702 PPC         A         304         582 Reg         A         304         582 Reg         A         256           annon         304         613 Reg         MORGANTOWN         Type 2         B         BA         256           304         614 Reg         MORGANTOWN         Type 2         B         BA         256			304	612 Reg	•	;			Shinnston 592; Worthington 287; Bridgeport 842, 848; Core 879; Daybrook 798; Flemington 739; Grafton 265;
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		Ti i	cins	304	614 Reg 621 PPC	MORGANTOWN	Type 2	۵	8A	256 Elkins 614, 621, 630, 635, 636, 637, 642, 801; Belington 606, 823; Mill Creek 335, 338, 339, 751; Parsons 478; Birchand 474, 472, 472, 472, 606, 643; Birchand 474, 472, 472, 472, 473; Birchand 474, 472, 472, 473, 473; 643; Birchand 474, 472, 472, 473, 473; 643; Birchand 474, 472, 472, 473; 643; Birchand 474, 473; 643; Birchand 474, 473; 643; Birchand 474, 473; 643; Birchand 474, 473; 643; Birchand 474; Bi

. Do Not Code being retired WAC Wide Area Calling, Land to Mobile. EXCEPTION: Independent Telcos

\*Land to Mobile calling areas are dependent upon optional level of service (some telcos offer up to 5 levels of service, each plan offering an expanded toll free calling area with additional monthly fee.

Exhibit E **Device Specifications** 

Category	Good	Good	Better	Better	Best	SpeedTalk	SpeedTalk
	The second secon	AMERICA ACCEPTED				( <b>L</b> O)	
Phone Model	Nokia 6019i	Kyocera Milan KX9C	Motorola V323	Nokia 6235i	Motorola Razr	LG UX4750	Kyocera KX440
Contacts	250	200	500	500	1000	299 contact phonebook	200 contact phonebook
Talk Time	Up to 3.7 Hours	Up to 3.3 Hours	Up to 3.2 Hours	Up to 3.5 Hours	Up to 3.3 Hours	Up tp 3.1 hours	Up tp 3.5 hours
Standby Time	Up to 4.5 Days	Up to 8 Days	Up to 8.3 Days	Up to 12 Days	Up to 9 Days	Up to 6 days	Up to 4 days
Ring Tones	16 Polyphonic	25 Polyphonic	34 Polyphonic	40 Polyphonic	35 Polyphonic	25 ringtones (15 polyphonic)	20 Polyphonic
Weight	3.87 oz	3.5 oz	4.09 oz	3,46 oz	3.49 oz	3.70 oz	4.31 oz
Screen Size/ Resolution	4k 96x65	65k 128x128	65K 176x220	65K 128x128	65K 176x220	65K 128x128	4K 104x80
Bar/Flip	Bar	Flip	Flip	Bar	Flip	Flip	Flip
Camera	No	No	Yes	Yes	Yes	No	No
Video Capability	No	No	No	Up to 2.5 min	Yes	No	No
Scheduler/ Calender/Alarm	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Calculator	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Dial	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Voice Memo	Xex	Yes	Yes	Yes	Yes	sə <sub>A</sub>	No
Voice Command	No	S S	Yes	Yes	Yes	Yes	Yes
Speakerphone	No	Yes	Yes	Yes	Yes	Yes	Yes
Removable Memory	No	N <sub>o</sub>	S O	N <sub>o</sub>	No.	No	No
Bluetooth	No	No	No	No	Yes	No	No
MP3 Player	No	No	S	No	No	No	No
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\*Disclaimer: Not all features may be available on U.S. Cellular® Network. Manufacture and Model are Subject ot Change without Notice





#### Nokia 6019i

The Nokia 6019i is a 1XRTT CDMA GPS 4K color LCD phone. phone. This sleek phone offers productivity tools such as a 250 contact phone book, calculator, 30 second voice memo, and voice-activated dialing

#### Technology

- CDMA2000 800/1900 MHz, 1XRTT
- AMPS 800 MHz Kit: Lithium Ion 1070mAh Battery, Battery Charger, Earpiece.
- Talk Time: Up to 3.7 hrsStandby Time: Up to 4.5 days
- Weight: 3.87oz.
- Screen Size: : 96 x 65
- Brew version 1.1

#### **Features**

- U.S. Cellular **easy**edge<sup>SM</sup> Phone
- Available easyedge<sup>SM</sup> memory: 2.1 mb
- 250 contact phone book
- 4K color LCD
- MO-SMS capable w/ iTAP rapid text entry
- Personal Calendar
- Calculator
- Voice activated dialing
- Voice memo
- 32 polyphonic ring tones plus vibrate alert
- Includes 3 games Racket, Bowling, and Sky Diver

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- easyedge<sup>SM</sup> Download Shop
- GPS (Global Positioning System) Capable

Accesso	ories
46364	NK CLA
R25991	USA CLA
57266	NK Extended Battery
57263	USA Leather Case
R25991	USA CLA
R22017	NK Travel Charger





# Kyocera Milan (KX9C)

This sleek phone offers productivity tools such as a 200 contact phone book, personal scheduler, calculator, speakerphone, and voiceactivated dialing.

# Technology

- **CDMA2000 1X technology** (800/1900 MHz CDMA/800 MHz AMPS)
- Talk Time: Up to 3.3 hours Standby Time: Up to 8 days
- Battery Type: Li-ion Battery 850 mAh
- Size: 3.46 X .98 X 1.88 Screen Size: 128x128
- Weight: 3.5 oz Brew version: N/A

Front Back

Open

Side Fold

#### Features

- US Cellular easyedge<sup>SM</sup> Phon
- easyedge<sup>SM</sup> To Go is not available for this handset
- Calculator with tip calculator
- 65K color LCD
- Speakerphone
- Voice-activated dialing
- Voice memos
- Personal scheduler and calendar
- MO-SMS capable w/rapid text input
- 25 polyphonic ringtones plus vibrate alert
- Phone book: 200 contacts
- Multi-language: (English/Spanish)

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- GPS (Global Positioning System) Capable

Access	sories
48965	KY CLA
46425	KY Travel Charger
68650	KY Standard Battery
68380	KY Extended Battery
68379	KY Holster
51368	PP CLA
67149	PP Leather Case
67868	BG Scuba II Black/Silver
68361	BG Scuba II Charcoal/Gray
53514	PP Retractable CLA





Open

Back

Fold

Angle

#### Motorola V323

The Motorola V323 is a mid-tier flip phone that includes a VGA camera, and productivity tools such a personal scheduler and calendar, voice activated dialing, and a 500 contact phone book.

#### Technology

- CDMA 1XRTT 800/1900 MHz, 800 MHz AMPS
- Lithium Ion 820 mAh Battery, Battery Charger, Holster, Earpiece.
- Talk Time: Up to 2.9 hoursStandby Time: Up to 7 days
- Weight: 4.09oz.Screen Size: 176x220Size: 3.60 X .90 X 1.80

#### **Features**

- U.S. Cellular **easy**edge<sup>SM</sup> To Go capable
- Available easyedge<sup>SM</sup> memory: 2.65mb
- 500 contact phone book
- 65K color LCD
- MO-SMS capable w/ iTAP rapid text entry
- Personal scheduler and Calendar
- Speakerphone
- Calculator
- VGA camera
- Multi-language (English/Spanish)
- · Voice activated dialing
- · Voice memo
- Ringer & Picture ID
- 35 polyphonic ring tones
- · Voice commands
- Vibrate alert

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- easyedge<sup>SM</sup> Download Shop
- easyedge<sup>SM</sup> Picture Messaging
- GPS (Global Positioning System) Capable

Access	sories
68824	MT CLA
71084	MT Extended Battery
70285	US Leather Case
68825	MT Travel Charger
70297	US CLA
68823	BG Scuba Case -Blk/Slv
71083	MT Standard Battery
71085	MT Holster





Front

#### Nokia 6235i

The Nokia 6235i is a 65K color LCD bar phone with a VGA camera. This new phone from Nokia offers productivity tools such as a 500 contact phone book, personal scheduler, speakerphone, and voice-activated dialing.

#### **Technology**

- CDMA2000 800/1900 MHz, 1XRTT
- AMPS 800 MHz Kit: Lithium Ion 1070mAh Battery, Battery Charger, Earpiece.
- Talk Time: Up to 3.5 hrsStandby Time: Up to 12 days
- Weight: 3.46oz.
- Size: 4.15 x 0.71 x 1.67Screen Size: 128x128

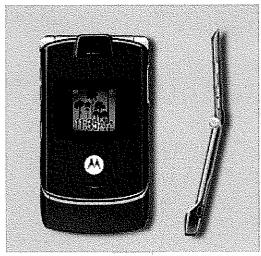
#### **Features**

- U.S. Cellular® **easy**edge<sup>SM</sup> Phone capable
- easyedge<sup>SM</sup> To Go application is not supported on this handset
- 500 contact phone book
- 65K color LCD
- VGA camera and video capability
- Internal FM radio (with Nokia headset)
- Personal Calendar and Scheduler
- Alarm clock
- Speakerphone
- Voice activated dialing
- · Voice memo & commands
- 40 polyphonic ring tones plus vibrate alert
- Multi-language (English/Spanish)

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- easyedge<sup>SM</sup> Download Shop
- GPS (Global Positioning System) Capable

Accesso	ories
46364	NK CLA
R22017	NK Travel Charger
57266	NK Extended Battery
69932	US Leather Case
67152	US Holster
R25591	US CLA
68364	BG Scuba II Case





Front

#### Motorola RAZR V3c

The Motorola RAZR is a high tier 1XRTT CDMA GPS 262K color LCD flip phone with high end features such as a 1000 contact phone book, 1.3 megapixel camera, personal scheduler, calculator, speakerphone, and voice-activated dialing.

#### **Technology**

- CDMA2000 1X technology (800/1900 MHz CDMA)
- 800 MHz Kit: Lithium Ion 740 mAh Battery, Battery Charger, Earpiece
- Talk Time: Up to 3.3 hours
  Standby Time: Up to 9 days
  Weight: 3.49 ounces
- Brew version: 2.1
   Screen Size: 176x220
   Size: 3.9 x .6 x 2.1

#### **Features**

- U.S. Cellular **easy**edge<sup>SM</sup> Phone
- Available easyedge<sup>SM</sup> memory: 8.87mb
- 1.3 megapixel camera
- Digital zoom
- Bluetooth technology
- 15 second video record and playback
- 1000 contact phone book
- 65K color LCD
- 65K color external LCD
- MO-SMS capable w/ iTAP rapid text entry
- Personal scheduler/Calendar
- Calculator
- Speakerphone
- Multi-language (English/Spanish)
- Voice activated dialing
- Voice commands
- Voice memos
- Ringer and picture ID
- 35 polyphonic ring tones plus vibrate alert (72 chord)

Acces	sories
68824	MT CLA
71080	BG Scuba Case
71082	MT Extended Battery
63498	MT Bluetooth Car Kit
70286	US Leather Case
71081	MT Standard Battery
68825	MT Travel Charger
70297	US CLA





# LG UX4750

This phone offers productivity tools such as a 500 contact phone book, personal scheduler, calculator, speakerphone, announce mode, and voice-activated dialing. The LG UX4750 also supports advanced wireless data functions via U.S. Cellular's **easy**edge<sup>SM</sup> service, based on BREW™ technology.

# Technology

- CDMA2000 1X technology (800/1900 MHz CDMA/800 MHz AMPS) 1XRTT
- AMPS 800 MHz Kit: Lithium Ion 1000 mAh Battery, Battery Charger, Holster.
- Talk Time: Up to 3 hours
- Standby Time: Up to 4.5 days
- Weight: 3.70 ounces
- Internal Screen Size: 128 x 128
  External Screen Size: 94 x 64
- Brew Version: 2.1Size: 3.79 x .89 x 1.94

#### **Features**

- U.S. Cellular easyedge<sup>SM</sup> data
- SpeedTalk<sup>SM</sup> capable
- 150 SpeedTalk<sup>SM</sup> contacts
- 500 contact phone book
- 20 polyphonic ring tones
- 65K color LCD
- Calculator
- Announce mode Audio confirmation of menu navigation and Caller ID
- Grayscale external LCD
- Calendar
- Personal scheduler
- Multi-language (English/Spanish)
- Driving mode
- Vibrate Alert
- Voice Commands
- World Clock

Access	sories
58183	LG CLA
58184	LG Travel Charger
64389	LG Holster
58181	LG Standard Battery
65870	USA Leather Case
58270	USA Travel Charger
58271	USA CLA
65473	BG Scuba Case





#### Kyocera KX440

This sleek phone offers productivity tools such as a 200 contact phone book, personal scheduler, and calculator. The Kyocera KX-440 also supports advanced wireless data functions via U.S. Cellular's easyedge<sup>SM</sup> service, based on BREW™ technology.

### Technology

CDMA2000 800/1900 MHz, 1XRTT

Talk Time: Up to 3.3 hoursStandby Time: Up to 4 days

Battery Type: Li-ion Battery 1300mAh

Size: 4.45 X 1.09 X 1.93
Screen Size: 104x80
Weight: 4.31oz
Brew version: 2.0

#### **Features**

Front

U.S. Cellular easyedge<sup>SM</sup> phone

Angle

- SpeedTalk<sup>SM</sup> capable
- Calculator

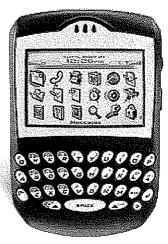
Side

- 65K color LCD
- Speakerphone
- Voice-activated dialing
- Basic Voice Commands
- Personal scheduler and calendar
- MO-SMS capable w/rapid text input
- 20 polyphonic ringtones plus vibrate alert
- Phone book: 200 contacts
- Multi-language: (English/Spanish)
- Games

Acces	
48965	KY CLA
46425	KY Travel Charger
46459	KY Standard Battery
53514	PP Retractable CLA

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- easyedge<sup>SM</sup> Download Shop
- GPS (Global Positioning System) Capable





BlackBerry® 7250 Wireless Handheld

This handheld device offers productivity tools such as e-mail, organizer, web browser, and phone.. Includes: Battery, Travel Charger, User guide, Headset, & Holster

# Technology

- CDMA2000 1X (Digital)
- Talk Time: Up to 3.3 hours (times may vary depending on user settings, feature use and network configurations.)
- Standby Time: Up to 8 days (times may vary depending on user settings, feature use and network configurations.)
- Battery Type: Li-ion Battery 1000mAh
- Size: 4.45 X 2.93 X .087
- Weight: 4.9 oz

Front

#### **Features**

- Color Display Supporting over 65K colors
- Backlit QWERTY keyboard
- Bluetooth® capable
- 32 MB flash memory
- Syncronize contacts, appointments and tasks between your handheld & desktop
- Password protection
- Compose, send & receive email

Acces	sories
68359	US CLA
69933	US Travel Charger
68358	US Leather Case
68826	TS OEM Standard Battery
68827	TS OEM Extended Battery
69107	BG Scuba II Case

#### Capabilities

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- GPS (Global Positioning System) Capable

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Front

# Fro

# Large color display (240 x 260 pixels)

- SureType keyboard technology with QWERTY style layout
- Bluetooth® capable
- 64 MB flash memory
- Syncronize contacts, appointments and tasks between your handheld & desktop
- Password protection
- Compose, send & receive email

# **Capabilities**

**Features** 

- SMS (Short Message System)
- OTA (Over The Air)
- WNP (Wireless Number Portablility)
- GPS (Global Positioning System) Capable

BlackBerry® 7130 Wireless Handheld Item #69001

This handheld device offers productivity tools such as e-mail, organizer, web browser, and phone..

Includes: Battery, Travel Charger, User guide, Headset, & Holster

#### Technology

- CDMA2000 1X (Digital)
- Talk Time: Up to 3 hours (times may vary depending on user settings, feature use and network configurations.)
- Standby Time: Up to 8 days (times may vary depending on user settings, feature use and network configurations.)
- Battery Type: BlackBerry® C-S2 (Removable/Rechargeable Lithium)
- Size: 4.6 x 2.2 x 0.9 inches
- Weight: 4.7 oz

Access	sories
68359	US CLA
69933	US Travel Charger
72719	US Leather Case
72718	US Holster
72701	TS OEM Standard Battery
72702	TS OEM Extended Battery
72481	BG Scuba II Case

#### WV-96

Rev. 5/94

#### AGREEMENT ADDENDUM

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

- 1. ARBITRATION Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
- 2. HOLD HARMLESS Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
- GOVERNING LAW The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's
  governing law.
- 4. TAXES Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
- 5. PAYMENT Any references to prepayment are deleted. Payment will be in arrears.
- 6. <u>INTEREST</u> Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
- 7. RECOUPMENT Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
- FISCAL YEAR FUNDING Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the 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. <u>SIMILAR SERVICES</u> Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
- 11. <u>ATTORNEY FEES</u> 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. <u>LIMITATION OF LIABILITY</u> 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. <u>RIGHT TO NOTICE</u> 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: US CFLLULAR
Signed:	Signed:
Title:	Title: DIRECT SALES MANAGER
Date:	Date: JULY 24,2006

WV-36a STATE OF WEST VIRGINIA	1 -		
WV-362 STATE OF WEST VIRGINIA PURCHASING CONTINUATION SHEET	Buyer:	Page	Req. or P. O. No.:
Vendor: US CELLULAR	Spending (	Jnit:	
F	Requisition	No.: <u>CE</u>	ELPHON07
ADDENDUM ACKNOW	LEDGEME	ENT	
I hereby acknowledge receipt of the following che the necessary revisions to my proposal, plans an	ecked add d/or speci	endum(s ficat <b>io</b> ns,	) and have made etc.
Addendum No.'s:			
No. 1			
No. 2X			
No. 3		-	•
No. 4X			•
No. 5			•
I understand that failure to confirm the rece rejection of bids.	eipt of the a	addemdu	m(s) is cause for
·		1	
	US CEI	Ignature UL/OK Company	<u> </u>
,		o <u>6</u> Date	

Exhibit 10 Rev. 11/96