

Technical Specifications

West Virginia Statewide Contract for Cell Service

RFQ # CELPHON07

July 24, 2006

Proposal Presented By



WIRELESS SERVICES

4003 Outlook Drive
2nd Floor, Suite 3
Hurricane WV, 255426

Melvin Hunter

Government Business Solutions
(304) 546-4445

Carolyn Philips

Director of Wireless Business Solutions
(304) 543-6000

Signature: _____

Carolyn Philips

Date: _____

07-24-06

REQUEST FOR PROPOSAL

Office of Technology

CELPHON07

PART 1

GENERAL INFORMATION

1.1 Purpose:

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

1.2 Project:

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

1.2.1 Please note that the terms 'cellular' and 'wireless' may be used interchangeably throughout this document.

1.2.2 The successful vendor(s) must provide for consistent functional cellular features to all geographic locations within West Virginia's 55 counties, and the bordering counties in adjoining states. Vendor(s) may not offer functional features in one geographic area of the state that are not available to another geographic area.

1.2.3 The State realizes that there is no one single vendor in West Virginia that can provide a local telephone number or service in every city and town with a state government presence. Therefore, this contract may consist of awards to multiple vendor(s) required to cover all features as described in the RFP and all geographic areas of West Virginia in which the State needs service. Agencies needing cellular services will obtain service from the lowest cost vendor as long as the lowest cost vendor can provide the service requirements and features that meet the needs of the agency. Agencies that need cellular services in geographic locations (or have service requirements) that cannot be served by the winning vendor shall obtain service from the vendor with the next highest composite score from the evaluation

process. Composite Score is the total of technical and cost components of the RFP evaluation and so on through the list of vendors who have been awarded contracts.

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

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

1.3 **RFP Format:**

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

1.4 **Inquiries:**

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

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

Absolutely NO contact shall be made by the vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer

named above is the sole contact for any and all inquiries after this RFP has been released.

1.5 **Vendor Registration:**

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

1.6 **Oral Statements and Commitments:**

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

1.7 **Economy of Preparation:**

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

1.8 **Labeling of RFP Sections:**

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

1.8.1 *Mandatory Requirements.*

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

1.8.2 *Contract Terms and Conditions:*

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

1.8.3 *Informational Sections:*

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

1.9 **Proposal Format and Submission:**

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

1.9.2 State law requires that the original technical and cost proposal be submitted to the State. All copies must be submitted to the respective offices **prior** to the date and time stipulated in the RFP as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

1.9.3 Vendors mailing proposals should allow sufficient time for mail delivery to ensure timely arrival. The Purchasing Division cannot waive or excuse late receipt of a proposal which is delayed and late for any reason according State Code 5A-3-11. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

Submit:
One original technical and cost plus ten (10) convenience copies to:
Purchasing Division 2019 Washington Street, East P. O. Box 50130 Charleston, WV 25305-0130

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

Buyer:	File 42
Req#:	CELPON07
Opening Date:	07/06/2006
Opening Time:	1:30 P. M.

1.9.4. Best Value Purchasing Standard Format

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

1.9.4.1 Evaluation Criteria: All evaluation criteria must be clearly defined in the specifications section and based on a 100 point total score. Based on a 100 point total, cost shall represent a minimum of 30 of the 100 total points in the criteria.

1.9.4.2 Proposal Format and Content: Proposals shall be requested and received in two distinct parts: Technical and Cost. The cost portion shall be sealed in a separate envelope and will not be opened initially.

1.9.4.3 Proposal Submission: West Virginia State Code §5A-3-11, states “. . . all bidders submitting bid proposals to the Purchasing Division are required to submit an extra or duplicate copy to the State Auditor. Both copies must be received at the respective offices prior to the specified date and time of the bid opening.”

Now reads:

1.9.4.3 Has been deleted.

1.9.4.4 Technical Bid Opening: The Purchasing Division will open only the technical proposals on the date and time specified in the Request for Proposal. The Purchasing Division representative will read aloud the names of those who responded to the solicitation and to confirm that both original packages contained a separately sealed cost proposal.

1.9.4.5 Technical Evaluation: An evaluation committee will review the technical proposals, assign appropriate points and make a final written consensus recommendation to the Purchasing Division Buyer. If the Buyer approved the committee's recommendation, the formation will be forwarded to an internal review committee within the Purchasing Division.

1.9.4.6 Cost Bid Opening: Upon approval of the technical evaluation from the internal review committee, the Purchasing Division shall schedule a time and date to publicly open and read aloud the cost proposals. The agency and the vendors shall be notified of this date.

1.9.4.7 Cost Evaluation and Resident Vendor Preference: The evaluation committee will review the cost proposals, assign appropriate points and make a final consensus

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

1.9.4.8 *Contract Approval and Award:* After the cost proposals have been opened, the evaluation committee performs its review and makes its recommendation based on the highest scoring vendor to the Purchasing Division buyer.

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

1.10 Rejection of Proposals:

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

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

1.11 Incurring Costs:

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

1.12 Addenda:

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

1.13 Independent Price Determination:

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

1.14 Price Quotations:

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

1.15 Public Record:

1.15.1 Submissions are Public Record.

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

1.15.2 Written Release of Information.

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

1.15.3 Risk of Disclosure.

The only exemptions to disclosure of information are listed in West Virginia Code §29B-1-4. Primarily, only trade secrets as submitted by a bidder are the only exemption to public disclosure. The submission of any information to the State by a vendor puts the risk of disclosure on the vendor. The State will make a reasonable effort not to disclose information that is within the guidelines of §29B-1-4 and is properly labeled "proprietary information not for public disclosure". The State does not guarantee non-disclosure of any information to the public.

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

Release of the RFP.....06/14/2006
Vendor's Written Questions Submission Deadline.....06/28//2006

Mandatory Pre-bid Conference.....	06/30/2006
Addendum Issued.....	07/10/2006
Bid Opening Date.....	07/24/2006

1.17 Mandatory Pre-bid Conference:

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

1.18 No Debt Affidavit:

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

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

PART 2

OPERATING ENVIRONMENT

2.1 Location:

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

2.2 Background:

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

2.2.1 State agencies currently utilize cellular services from several different vendor(s). They include, but are not limited to: Cingular, Alltel, U.S. Cellular, Sprint, Nextel, Cellular One and Ntelos.

2.2.2 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, and approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.

PART 3

PROCUREMENT SPECIFICATIONS

3.1 COVERAGE

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

NOW READS:

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

Alltel Response: See Appendix A – Coverage Maps

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.

Alltel Response: See Appendix B – NPA-NXX list and Alltel Zip Codes

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.

Alltel Response: Alltel will provide the State of West Virginia demo equipment for the purpose of testing. These devices will be provided upon request by the West Virginia POC.

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.

Alltel Response: See Appendix C – Equipment Matrix

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

Alltel Response: Alltel will assist with re-programming of the State of West Virginia's phones when necessary. This will be provided at no additional cost to the State.

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

Alltel Response: Alltel will provide the State of West Virginia with new equipment under this agreement.

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

Alltel Response: See Appendix C – Equipment Matrix

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.

Alltel Response: Alltel will provide call forwarding, call waiting, three-way calling, basic voice mail, caller id and detailed billing at no additional cost on all plans.

Mobile-to-Mobile calling and Night & Weekend minutes vary depending upon the chosen rate plan.

Hands-free capabilities vary depending on the chosen handset. See Appendix C – Equipment Matrix for additional details.

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).

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

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the pricing for transmission of individual photos with their proposal. The actual cost must be detailed in the cost portion of the proposal.

Alltel Response: Alltel will provide the State with a choice of available camera phones.

Access Message Packages that include picture, text and video messaging are available.

Feature	Description	Number of Messages	Overage	State of West Virginia Price
Access Message Packs (Video, Text, Picture)	Pay per use messaging pack can be used for text, picture, and video messaging.		\$0.05 text \$0.25 picture and video	\$0.00
Access Message Pack 300 (Video, Text, Picture)	Access Msg Pack includes 300 messages that can be used as text, picture or video.	300	\$0.10	\$5.99
Access Message Pack 750 (Video, Text, Picture)	Access Msg Pack includes 750 messages that can be used as text, picture or video.	750	\$0.10	\$9.99
Access Message Pack 1500 (Video, Text, Picture)	Access Msg Pack includes 1500 messages that can be used as text, picture or video.	1500	\$0.10	\$14.99
Access Message Packs (Video, Text, Picture)	Access Msg Pack includes unlimited messages that can be used as text, picture or video.	Unlimited		\$19.99

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

Alltel Response: Alltel maintains spare parts for equipment until the end of the equipment life cycle.

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

Alltel Response: Alltel will inform the State as soon as an equipment model change occurs.

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.)

Alltel Response: In the event of a technology platform change Alltel will inform

the State at the earliest possible time.

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

Alltel Response: All phones equipped with Bluetooth technology will arrive with the Bluetooth capabilities set to off.

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

Alltel Response: Alltel devices are defaulted to only support Bluetooth hands-free devices at this time. The Bluetooth feature on advanced handsets must be turned on at the device for additional functionality.

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.

Alltel Response: Alltel will provide on Attachment A the Greater Freedom Touch2Talk for \$10.00 a month per mobile.

Alltel will provide on Attachment B the Nationwide Touch2Talk for \$15.00 a month per mobile.

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.

Alltel Response: Alltel will offer the following message packs to the State of West Virginia.

Feature	Description	Minutes	State of West Virginia
Text Messaging	Receive text messages on your wireless handset originating from a web page, email delivery, or computer paging software.		\$0.10 per message

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Access Message Packs (Video, Text, Picture)	Pay per use messaging pack can be used for text, picture, and video messaging. Incoming and outgoing text messages will be \$.05 per message. Incoming and outgoing picture/video messages will be \$.25 per message.		\$0.00
Access Message Pack 300 (Video, Text, Picture)	Access Msg Pack includes 300 messages that can be used as text, picture or video.	300 – Overage \$0.10 per message.	\$5.99
Access Message Pack 750 (Video, Text, Picture)	Access Msg Pack includes 750 messages that can be used as text, picture or video.	750 – Overage \$0.10 per message.	\$9.99
Access Message Pack 1500 (Video, Text, Picture)	Access Msg Pack includes 1500 messages that can be used as text, picture or video.	1500 – Overage \$0.10 per message	\$14.99
Access Message Packs (Video, Text, Picture)	Access Msg Pack includes unlimited messages that can be used as text, picture or video.	Unlimited	\$19.99

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.

Alltel Response: Alltel will provide the equipment for installation to the State at no cost.

Alltel employs an installer that will assist with installation of the State's hands-free kits. Additional details will be provided upon contract award.

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.

Alltel Response: Alltel has partnered with Telogis and Navtrak, leading providers of Fleet Management solutions, to improve mobile workforce tracking and management using GPS technology and Alltel's expansive digital network. With this you will know where your workforce is at all times by:

- ✓ Keeping track of your fleet at all times
- ✓ Locating missing vehicles, reducing loss due to theft
- ✓ Observing unauthorized stops or "out of zone violations"
- ✓ Compiling activity summaries, vehicle maintenance schedules, and customized reports
- ✓ Reducing operating expenses through increased overall productivity and efficiency

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.

Alltel Response: Alltel will immediately suspend any device that has been lost or stolen upon notification by the State POC. In addition, Alltel devices may be locked so that in the event the device is lost or stolen the device is not accessible.

Alltel's BlackBerry device also includes the highest security currently in production today. This security contains a Triple DES encryption, which is so secure the U.S. Government has restricted it for export to other countries.

IT departments can also choose to enable AES encryption, 256 bit encryption algorithm – the evolution of Triple DES, of all user data on the handheld.

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.

Alltel Response: Alltel will provide to the State one free MOC (most often called) number per account to be used toward the State's mobile-to-mobile minutes.

3.2.1.8 Vendor(s) shall provide any additional offerings not included in the

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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.

Feature	Description	Minutes	State of West Virginia
Product Guard (Standard Handsets)	Insures phone against loss, theft, or damage not covered by the 1- year manufacturer warranty. (\$50 deductible applies)		\$4.00
Product Guard Plus (Standard Handsets)	Covers replacement of phone for any reason: loss, theft, damage or malfunction not covered by the 1-year manufacturer warranty. (\$50 deductible applies)		\$5.00
Enhanced Warranty (Standard Handsets)	Provides protection against electrical or mechanical malfunction or defect beyond the manufacturer's warranty. (\$15 processing fee applies when replacement is beyond the manufacturer's warranty)		\$2.00
Platinum Guard (Premium Handsets)	Insures phone against loss, theft, or damage not covered by the 1- year manufacturer warranty. (\$95 deductible applies)		\$6.00
Platinum Guard Plus (Premium Handsets)	Covers replacement of phone for any reason: loss, theft, damage or malfunction not covered by the 1-year manufacturer warranty. (\$95 deductible applies)		\$7.00
Enhanced Warranty (Premium Handsets)	Provides protection against electrical or mechanical malfunction or defect beyond the manufacturer's warranty. (\$30 processing fee applies when replacement is beyond the manufacturer's warranty)		\$2.00

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.

Alltel Response: Users will be able to subscribe to receive AMBER Alerts, via a free text message, on their wireless, text message-capable handset. Users must subscribe to Text Messaging service (Axxcess Message Pack or a Text Messaging a la carte package including pay-as-you-go).

AMBER Alert messages will not use any package messages or airtime. Initially, users may "opt in" or sign up to receive messages from up to five different geographical areas of their choice via two links from located at www.alltel.com

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

Alltel Response: Alltel currently does not offer Wireless Priority Service.

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.

Alltel Response: Alltel through our BlackBerry and Office Sync applications has the ability to remotely clear all stored data and email applications returning the devices to factory default settings.

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

Alltel Response: Alltel currently does not offer rollover minutes.

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:

CELPON07 Specifications

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.

Alltel Response: Alltel currently supports BlackBerry, Treo and Windows Mobile 5.0 devices.

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.

Alltel Response: See Appendix C – Equipment Matrix

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.

Alltel Response: Alltel through our BlackBerry and Office Sync applications has the ability to remotely clear all stored data and email applications returning the devices to factory default settings.

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.

Alltel Response: Alltel will assist with re-programming of the State of West Virginia's phones when necessary. This will be provided at no additional cost to the State.

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

Alltel Response: All phones equipped with Bluetooth technology will arrive with the Bluetooth capabilities set to off.

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

Alltel Response: Alltel's BlackBerry devices only allow the use of a Bluetooth headset with the device. Currently the Bluetooth transmission capability has been disabled.

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.

Alltel Response: See Appendix C - Equipment Matrix

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)

Alltel Response: See Appendix C – Equipment Matrix for hardware provided with all devices.

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

Alltel Response: Alltel will inform the State as soon as an equipment model change occurs.

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.

Alltel Response: Alltel will immediately suspend any device that has been lost or stolen upon notification by the State POC. In addition, Alltel devices may be locked so that in the event the device is lost or stolen the device is not accessible.

Alltel's BlackBerry device also includes the highest security currently in production today. This security contains a Triple DES encryption, which is so secure the U.S. Government has restricted it for export to other countries.

IT departments can also choose to enable AES encryption, 256 bit encryption algorithm – the evolution of Triple DES, of all user data on the handheld.

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.

Alltel Response: Alltel has partnered with Telogis and Navtrak, leading providers of Fleet Management solutions, to improve mobile workforce tracking and management using GPS technology and Alltel's expansive digital network. With this you will know where your workforce is at all times by:

- ✓ Keeping track of your fleet at all times
- ✓ Locating missing vehicles, reducing loss due to theft
- ✓ Observing unauthorized stops or "out of zone violations"
- ✓ Compiling activity summaries, vehicle maintenance schedules, and customized reports
- ✓ Reducing operating expenses through increased overall productivity and efficiency

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.

Alltel Response: Alltel offers both the BlackBerry server software in a variety of operating systems. In addition to BlackBerry Alltel also offers Office Sync that may be used with the advanced data devices.

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.

Alltel Response: Alltel does not currently provide any remote software that will allow the State to program handsets remotely.

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.

Alltel Response: Alltel will provide to the State one free MOC (most often called) number per account to be used toward the State's mobile-to-mobile minutes.

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.

Alltel Response: Access Enterprise is an alternative to a client-based VPN solution and works with Access MobileLink or Access Broadband devices. Access Enterprise is comprised of static IP addresses, physical circuits from your office directly to Alltel and dedicated support. The additional fees from Alltel would only be the expense of a T1 or multiple T1 circuits. Access Enterprise benefits:

- Determine and monitor which IP addresses can access your enterprise network.
- Eliminate the security risk of sending your important, confidential business information over the traditional Internet.
- Eliminate the wasted overhead of client-based VPN tunnels.
- Maximize the performance of the Access MobileLink and Access Broadband high-speed wireless networks.

- Receive dedicated enterprise class support.

Alltel is responsible for delivering any mobile-originated packet to the WAN interface on the customer router and back. This includes the performance of the circuit between Alltel and the customer for metrics, such as bit errors, collisions, frame slips, etc., that affect the delivery of packets. This does NOT include capacity monitoring. Router: Alltel is not responsible for the customer router. The customer is responsible for the router at their location. The customer is responsible for adding routes, managing security (including access lists), NAT assignments and capacity monitoring. Applications: The customer is responsible for their applications, both server and clients. Alltel will not troubleshoot applications, except as an indication of possible TCP/IP issues. For example, Alltel will not troubleshoot e-mail, but can assist with tracing the route to ensure the packets are being delivered to the customer and verifying there is no port filtering on Alltel networks related to that application.

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.

Alltel Response: Users will be able to subscribe to receive AMBER Alerts, via a free text message, on their wireless, text message-capable handset. Users must subscribe to Text Messaging service (Axxcess Message Pack or a Text Messaging a la carte package including pay-as-you-go).

AMBER Alert messages will not use any package messages or airtime. Initially, users may "opt in" or sign up to receive messages from up to five different geographical areas of their choice via two links from located at www.alltel.com

3.3.1.9 Vendor(s) must describe, in detail, their Wireless Priority Service (WPS) capabilities, to enable first-responders the ability to communicate during an emergency, and any additional costs associated with this service. Any cost shall be detailed in the cost portion of the proposal. (Clarification: Wireless Priority Service (WPS) is a White House-directed National Security/Emergency Preparedness (NS/EP) National Communications System (NC) program for priority cellular network access. The WPS was approved by the FCC for NS/EP requirements on a call by call priority basis. The NCS executes the program on behalf of the Executive Office of the President. Only individuals in NS/EP key leadership positions are authorized users of WPS. See <http://wps.ncs.gov>. THIS REQUIREMENT APPLIES

ONLY TO ANY CELLULAR OR DATA DEVICES UTILIZED BY KEY NS/EP LEADERSHIP PERSONNEL, AUTHORIZED TO USE WPS.)

Alltel Response: Alltel currently does not offer Wireless Priority Service.

3.4. CONVERSION

3.4.1 The State of West Virginia presently utilizes approximately 2700 cellular telephones, with air-time usage of approximately 7.5 million minutes annually, approximately 200 data devices (Blackberries, Treos, and similar data devices), and it is our intent to incorporate these units into the new agreement.

3.4.2 The State intends to retain the cellular numbers currently used. The Vendor(s) shall describe, in detail, their methods for attaining this goal, with specific emphasis on maintaining "local" phone numbers currently assigned to these devices.

Alltel Response: The State retains the right to transfer their wireless numbers as allowed by the FCC number portability mandate. However, numbers are issued by NANPA (North American Numbering Plan Administration) and "owned" by the initial requesting telecommunications carrier. Therefore, numbers that the State port or transfer into Alltel are not owned by neither the State nor Alltel, but by the carrier who originally issued the number. In the event that the State was to cancel a number and deactivate the line, the number would "snap back" to the initiating carrier and Alltel would not retain the number.

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.

Alltel Response: Alltel's various operations and network groups have spent over two years developing the processes and systems necessary to successfully implement WLNP. Alltel has secured two outside suppliers, Syniverse for the Intercarrier Communications Process and SAIC for fallout management as well as created a new internal department, the PSG (Port Support Group), devoted to assisting customers who are transferring their numbers, along with thousands of employees who have undergone WLNP training.

Alltel's goal to port in numbers will be the FCC's guideline of 2.5 hours for a "simple" port of one line, wireless to wireless. We will do everything on our part to make transferring a number into Alltel a seamless transition for the customer. However, this procedure is information and intercarrier dependent. Therefore, while we will take all reasonable means to provide the proper validation information, we must rely on the old service provider to also have the proper processes in place in order to port numbers easily.

Alltel must ensure that we have been given proper authorization and accurate validation information for the protection of our customers. Once that has been secured, we will port numbers out according to the FCC guidelines.

The following is a list of expectations the end-users should have when their wireless telephone number is being ported to Alltel service:

1. The end user will only be able to make outgoing calls on the new handset until the port is complete. The end user should be able to make and receive calls on the old handset.
2. 911 calls made on the new handset in areas that have enhanced 911 services may not have callback functionality during the porting process.
3. The goal set by the industry to complete a port is 2.5 hours. However, the time required for a port to complete is dependent on the responsiveness of the old service provider and the status the customer has with the old service provider.
4. The customer may have to pay an early disconnect penalty, the remaining balance on the account, and possibly a port-out fee to the old service provider.
5. Certain inbound features may not work until the port is completed and may not work even afterwards if the end user is roaming in rural areas outside Alltel's network. These features include: Voicemail, Text Messaging, and Caller ID delivery.
6. Existing voicemail messages on the old handset will be lost once the port is complete.
7. Alltel will contact the end-user if additional information is required or there are any problems with the port.

8. Alltel will make every attempt to contact the end-user once the port is complete. The end-user will also know the port is complete if he/she starts receiving calls on the new handset or if the old handset stops working.
9. The end-user should call the National Accounts Department at 877-501-3813, option 3 if they have questions about their port.

The end-user should keep both handsets charged and with them. This will allow the end-user to make outbound calls on their new handset and make and receive calls on the old handset. Then, when the port completes, the end-user will start to receive incoming calls on their new handset.

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.

Alltel Response: Alltel will assist with re-programming of the State of West Virginia's phones when necessary. This will be provided at no additional cost to the State.

3.5 TRAINING

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

Alltel Response: Alltel will provide training as requested by the State.

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.

Alltel Response: Alltel will provide training using the concept of "train the trainer" as the basis of all training related activities.

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.

Alltel Response: Alltel will provide additional on-line user documentation for billing and invoicing in the form of on-line tutorials and frequently asked questions.

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.

Alltel Response: Alltel currently works with Karbon Systems and Mission Critical, third party vendors that will supply training on applicable data device software. Additional information will be provided upon contract award.

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.

Alltel Response: The Alltel National Accounts Department is structured to provide customers with timely order processing and dedicated account support.

National Accounts Operations

The National Accounts Operations Group consists of 11 Coordinators that process all new activations, upgrades, warranty replacements, and account maintenance orders (including rate plan changes, feature changes, etc) received via email at aci.national.accounts@alltel.com or via telephone at **877-501-3813 option 3**, from the State designated point of contact (POC).

Alltel's National Accounts department maintains a strong working relationship with Melvin Hunter, Business Solutions Representative. In the event that the State experiences an emergency situation National Accounts will contact Melvin to assist in filling the request immediately.

See Appendix D – National Account Order Process Flow

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.

Alltel Response: National Account Operations Standard Service Levels are listed below.

Electronic Serial Number (ESN) Change – 4 business hours

Disconnect of Service – 4 business hours

New Activation – 3 business days

Upgrade of Equipment – 3 business days

Rate Plan Change – 1 business day (if request is for 1-25 lines of service)

Feature Adds or Deletes – 1 business day

Account Inquiry Requests – 1 business day

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.

Alltel Response: The Alltel National Accounts Department is structured to provide customers with timely order processing and dedicated account support.

The National Accounts Operations Group consists of 11 Coordinators that process all new activations, upgrades, warranty replacements, and account maintenance orders (including rate plan changes, feature changes, etc) received via email at aci.national.accounts@alltel.com or via telephone at **877-501-3813 option 3**, from the State designated point of contact (POC).

The Coordinator records all orders in the National Account Database for tracking and reporting purposes. Once the order is completed, all pertinent information (including mobile number, tracking number, etc) is forwarded to the point of contact and the order is then closed in the National Account Database.

See Appendix D – National Account Order Process Flow

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.

Alltel Response: Alltel agrees.

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.

Alltel Response: Alltel will provide weekly status reports on all orders received by the State POC.

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.

Alltel Response: Alltel will provide 24x7x365 technical support to the State. Users may call 1-877-397-8462 for assistance.

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.

Alltel Response: The assigned Account Analyst will return telephone calls within one business day when requested. The Account Analyst will also provide status updates each day until the issue has been resolved.

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

Alltel Response: Alltel maintains spare parts for equipment until the end of the equipment life cycle.

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

Alltel Response: Alltel's rates for basic service shall include maintenance of cellular telephones, antennas and batteries with normal wear and tear. Abuse or misuse of cellular telephones, antennas and batteries will not be included in the 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.

Alltel Response: Alltel will replace malfunctioning units within 24 to 48 hours of notification by the State POC. If equipment has been deemed abused or misused in any way then a charge will be incurred by the State.

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.

Alltel Response: Alltel will pass through all manufacturer warranties on purchased device(s) to the State. The manufacturer warranty is typically one year but may vary dependent upon manufacturer.

Warranty Repair/Replacement

REPAIR POLICY: Alltel will, at no cost to the customer, coordinate repairs or an exchange for cellular phone equipment covered by the manufacturer's warranty. To ensure coverage under the manufacturer's warranty, the customer must provide original proof of purchase document(s) showing purchase date. Phones deemed non-repairable by the Alltel Repair Center or Manufacturer, or determined to be excluded from warranty due to liquid damage, non-manufactured defects, or normal wear and tear, will not be repaired and will be returned to the customer without charge.

In the event that a user experiences difficulty with their current handset, the user will contact the Alltel National Account Analyst. Upon notification, the Account Analyst will contact the appropriate Alltel Customer Service/Repair Center. The Alltel Customer Service/Repair Center will ask the user to sign the Alltel Warranty Replacement Agreement before being allowed to proceed with the replacement. After the agreement is signed the user will receive a replacement handset.

Non-Warranty Repair/Replacement

If the handset is not under warranty by the manufacturer, the user will be allowed to purchase a new handset at the current negotiated contract price.

Water Damage and Abuse/Misuse of equipment is not covered under the manufacturer warranty.

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.

Alltel Response: See Appendix E – Escalation List

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.

Alltel Response: Alltel agrees to troubleshoot or repair any device upon notification by the State.

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.

Alltel Response: Alltel will provide the State with free replacement of standard basic telephones after 18 months of use. Non-basic telephones will be replaced at no cost after two years of use.

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.

Alltel Response: In the event that Alltel implements a new technology that renders the State's voice or data devices inoperable Alltel will replace the devices as requested by the State.

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

Alltel Response: Alltel will inform the State as soon as an equipment model change occurs.

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.

Alltel Response: Alltel takes steps to provide backup power at all sites and switches. There are also plans for redirection of traffic in cases of transport problems. Carrier grade equipment in the telecomm industry is built with redundancy in mind.

Alltel has standard levels of priority that it uses both internally and with infrastructure providers used by Alltel. The acronym used by the vendors may change, but the basic levels of critical (customer impacting and highest priority), major (not customer impacting yet and very high priority), minor (less of priority and may have operational impacts but not customer impacting) and informational (low priority and information to the group).

Alltel has a variety of ongoing quality practices that are best characterized with five descriptions. The first is a series of quality audits for system integrity and robustness. The Network Quality, Network Engineering and Network Operations teams are all involved in these audits. Secondly, Alltel uses a forecast to generate capacity studies to plan network growth and real time monitoring tools to trigger activity for any current issues. Alltel also holds routine vendor meetings to review predefined availability and performance metrics for success. These reviews will also be used to create a coordinated action plan for any areas of weakness. The fourth practice is the continual review of each vendor for the best hardware/software products available in the marketplace. The last program is maintaining a Disaster Recovery Plan (DRP) with roles and escalations processes for recovery. Through these studies, the markets are better prepared to implement the most reliable equipment into commercial service.

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.

Alltel Response: Alltel targets for network reliability of 99.999%. This is an extremely aggressive target and is measured and reviewed internally. Our targeted dropped call rate is less than 2% and our current regional averages are better than 1.5%.

Due to the competitive nature of the industry we are unable to publish actual reliability and performance numbers.

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.

Alltel Response: Alltel targets and meets industry standard best practices /efforts for service and performance. Alltel monitors and responds to any condition that impact network reliability 24x7x365 with a manned Network Operations Center (NOC).

Alltel utilizes sophisticated operational support systems as well as engineered redundant systems and system diagnostic/monitoring tools to ensure network issues are identified and resolved in the timeliest manner.

ALLTEL ensures network performance has returned to normal operating status before any trouble ticket is cleared. This is done through operational support system diagnostics and alarm status indicators as well as test call scripts.

Alltel will also make available in the event of a network outage Cellular on Wheels (COWs) devices to the State.

During the recent hurricane's Alltel provided a Switch on Wheels (SOWs) to the Baton Rouge, LA and Gulf Coast of Mississippi area to insure our

customers were able make and receive calls. Alltel will provide these SOWs to the State in the event of a major disaster.

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.

Alltel Response: Each National Account customer is assigned a dedicated Account Analyst. The Account Analyst is the Alltel single point-of-contact that corresponds with the State point of contact.

The Account Analyst is also the billing specialist and provides a quarterly rate analysis on all lines of service. The Account Analyst may be contacted at aci.national.accounts@alltel.com or via telephone at 877-501-3813 option 3, from the State designated point of contact (POC).

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.

Alltel Response: Alltel agrees to participate in quarterly on-site meetings with the State.

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.

Alltel Response: Alltel will change the rate plan at the request of the State POC without additional fees or charges to the requesting agency.

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

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

Alltel Response: Alltel will provide the State with accurate, detailed billing through the use of an extranet billing platform. Additional copies of the billing may be provided at the request of the State POC.

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.)

Alltel Response: Alltel will work with the State POC to provide the necessary billing as required by the State. Billing may be provided as either a separate bill per service line, aggregate billing by agency geographic location, or as aggregate billing for the spending unit.

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.

Alltel Response: See cost proposal for details

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

Alltel Response: Alltel will provide the State with billing data via an extranet billing platform. This data may be exported into a .csv file.

The data will include but not be limited to the following:

- ✓ User Name
- ✓ Cellular Number
- ✓ 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

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.

Alltel Response: Alltel will provide quarterly analysis to the State on all active lines of service.

3.8.9 Reports should be made available via a secure, password-protected, on-line environment and include the following:

3.8.9.1 Ability to report usage, billing and trending data at the individual wireless number level

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

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

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

Vendor must describe their capabilities for providing this information.

Alltel Response: Alltel's Extranet solution or B2B, allows the State the ability to generate wireless usage and expenditure reports that can be downloaded into Microsoft Office applications.

In addition, the Account Analyst may create a customized hierarchy to fit the needs of the State.

The State will be provided a login and password in which the point of contact becomes a Master User and may access all records. The Master User at the State will have the ability to assign a variety of roles to additional users as needed. This role will allow the user to see only the items the Master User deems appropriate.

This billing format contains numerous standard reports that may be downloaded into Microsoft Office applications. These reports may also be customized to provide additional information and may be scheduled to run at a specific time and will be generated automatically.

Examples of these reports are listed below:

- ✓ Wireless Summary Report - provides total wireless charges and usage for Plan Minutes, Charges, Used Plan Minutes, Exceeded Plan Minutes, Long-Distance Minutes, Long-Distance Charges, Roaming Minutes, Roaming Charges and Total Cost for each Account Number or wireless number selected.
- ✓ Daily Usage Report - provides total calls for each calendar day in the billing period. Only calls made during the billing period will be displayed. The reports shows number of calls, minutes used and the average minutes per call per day.

CELPON07 Specifications

- ✓ Wireless Call Detail Summary Report - displays number of calls, total minutes used, roaming charges, airtime charge, total long-distance and total charge by either account or wireless subscriber(s) selected.
- ✓ All Calls Report - displays number of calls, total minutes used, roaming charges, airtime charge, total long-distance and total charge for all calls by either account or wireless subscriber(s) selected.
- ✓ Subscriber Current Charges Summary Report – displays Hierarchy level, number of wireless numbers selected local airtime used, taxes, long-distance charges, roaming charges and total costs.

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.

Alltel Response: Alltel will validate that all lines are active prior to submitting the bill to the State. This is done via internal billing processes.

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

Alltel Response: Alltel will provide the State with a monthly report that shows total minutes of usage by billed telephone number.

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

Alltel Response: Alltel's Extranet solution or B2B, allows the State the ability to generate wireless usage and expenditure reports that can be downloaded into Microsoft Office applications.

The State will be provided a login and password in which the point of contact becomes a Master User and may access all records.

Each user must register prior to gaining access to the B2B on-line billing platform. Upon registration the user will establish a login, password, and pin number.

The Master User at the State will have the ability to assign a variety of roles to additional users as needed. This role will allow the user to see only the items the Master User deems appropriate.

This billing format contains numerous standard reports that may be downloaded into Microsoft Office applications. These reports may also be customized to provide additional information and may be scheduled to run at a specific time and will be generated automatically.

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.

Alltel Response: Alltel agrees to work directly with the State POC to promptly resolve billing issues.

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.

Alltel Response: Alltel will waive any charges it has failed to bill the State, within the year for which the service was provided has elapsed.

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.

Alltel Response: Alltel will provide notification to the State as soon as possible in the event of changes to the billing format.

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)

Alltel Response: Alltel agrees that the State will not be charged activation fees for the term of this contract.

3.9 COST PROPOSAL PRICING

3.9.1 Price shall be a key consideration, but will not be the sole determining factor. Our primary goal is to leverage the State of West Virginia's buying power to ultimately reduce our overall costs, while meeting our requirements and maintaining an acceptable level of quality.

3.9.2 Pricing will carry considerable weight during the evaluation process. This includes both initial investment and ongoing recurring costs.

3.9.3 Key decision criteria may include but not be limited to the following: Pricing, Coverage Area, Sales/Support Capabilities, Reporting Options, Ordering and Billing Processes, Conversion, Voice Requirements, and Data Requirements.

3.9.4 Vendor(s) must include, per telephone number and/or IP address, all fees (USF, Administrative Fees, etc.) listed separately, as part of the base monthly rate, in the vendor(s)' response. The state cannot pay any tax, fee or surcharge that is not specifically mentioned as part of the contract or is not included as part of the base monthly rate. The State of West Virginia is exempt from all Federal and West Virginia State taxes.

Alltel Response: All plans may include \$1.15 for Administrative Fees and \$1.50 for Directory Assistance. These fees are subject to change and the State will be notified in the event of an increase or decrease in price.

3.9.5 Please provide information on the following pricing plan alternatives:

Alltel Response: The State of West Virginia must choose one pricing alternative from those submitted. The State may not mix and match the pricing plans at this time.

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

Alltel Response: Alltel does not currently provide a plan with the coverage requested by the State of West Virginia for Attachment A, therefore, a map is not currently available. However, upon awarding of Alltel as a preferred vendor, Alltel is prepared to create the following custom plans for the State of West Virginia. The coverage will be such that any call made from within the State of West Virginia will be

included in the package minutes, offpeak minutes, or M2M minutes of the plan with no roaming or long distance charges (i.e., the plan will include "fringe" SIDs from bordering states in case the coverage bleeds over into West Virginia).

See Attachment A for details.

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

Alltel Response: See Attachment B for pricing information.

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

NOW READS:

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

3.10 SPECIAL TERMS AND CONDITIONS:

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

3.10.2 Vendor(s) shall attach price lists for **all** available calling plans, optional devices and accessories requested in this RFP. (Belt clips, hands-free kits, 3-watt boosters, carrying cases, spare batteries, AC/DC chargers, etc.)

3.10.3 Special consideration should be given to Blackberries, Treos and like devices, their accessories, server software and CALs, as well as camera phones and additional service charges associated with them.

3.10.4 The State will only make an award, based on the Calling Plan Scenario evaluation, that is legitimately verified by the Vendor(s) attached price lists.

3.10.5 Due to continuing evolution of the cellular technology and constant changes in each vendor's capabilities, the winning vendor(s) will have the opportunity to present the Chief Technology Officer information about new products, new services and new coverage areas offered for the State's consideration as well as proposed pricing. The Office of Technology will do an analysis of each proposal to insure the products and services offered continue to meet the State's needs in a cost-effective manner. The Office of Technology will also compare these offerings with offerings available in the marketplace to insure that the proposal is competitive, reasonable and proven. Only vendor(s) awarded contracts from the original RFP may participate in this upgrade of the State's cellular services. If the proposed change is accepted by the Office of Technology, they must be processed through and approved as a change order by the Purchasing Division.

3.11 NO DEBT AFFIDAVIT:

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

3.12 General Terms and Conditions:

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

3.12.1 Conflict of Interest:

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

3.12.2 Prohibition Against Gratuities:

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

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

3.12.3 Certifications Related to Lobbying:

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

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

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

3.12.4 Vendor Relationship:

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

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

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

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

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

3.12.5 Indemnification:

The Vendor agrees to indemnify, defend and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; ~~(2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation,~~

~~reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations;~~ (3) Any failure of the Vendor, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws.

3.12.6 Contract Provisions:

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

3.12.7 Governing Law:

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

3.12.8 Compliance with Laws and Regulations:

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

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

3.12.9 Subcontracts/Joint Ventures:

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

3.12.10 Term of Contract & Renewals:

This contract will be effective (date set upon award) and shall extend for the period of one (1) year, or two (2) years, at the State's discretion, at which time the contract may, upon mutual consent, be renewed. Such renewals are for a period of up to

one (1) year, with a maximum of two (2) one year renewals, or until such reasonable time thereafter as is necessary to obtain a new contract. The "reasonable time" period shall not exceed twelve (12) months. During the "reasonable time" period the vendor may terminate the contract for any reason upon giving the Agency ninety (90) days written notice. Notice by Vendor of intent to terminate will not relieve Vendor of the obligation to continue to provide services pursuant to the terms of the contract.

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

3.12.11 Non-Appropriation of Funds:

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

3.12.12 Contract Termination:

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

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

3.12.13 Changes:

If changes to the original contract become necessary, a formal contract change order will be negotiated by the State, the Agency and the Vendor, to address

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

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

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

3.12.14 Invoices:

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

3.12.15 Record Retention (Access & Confidentiality):

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

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

PART 4

PROPOSAL FORMAT

4.1 Vendor's Proposal Format:

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

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

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

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

Section I – Coverage (3.1)

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

Section III – Conversion and Training (3.4 and 3.5)

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

Section V - Service and Support (3.7)

Section VI – Cost (3.9)

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

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

4.2 Evaluation Process:

4.2.1 Method of Evaluation:

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

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

A. Coverage (Sections 3.1)

(22) Points Possible

CELPON07 Specifications

B. Voice and Data (Sections 3.2, 3.3)	(15) Points Possible
C. Conversion and Training (Sections 3.4, 3.5)	(11) Points Possible
D. Ordering Procedures/ Billing and Account Management (Sections 3.6, 3.8)	(11) Points Possible
E. Service and Support (Sections 3.7)	(11) Points Possible
F. Cost	<u>(30) Points Possible</u>
Total	100 Points Possible

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

$$\frac{\text{Lowest price of all proposals}}{\text{Price of Proposal being evaluated}} \times 30 = \text{Price Score}$$

4.4 Minimum Acceptable Score:

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

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

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

4.5. COST SCENARIOS/VENDOR PRICE SHEETS

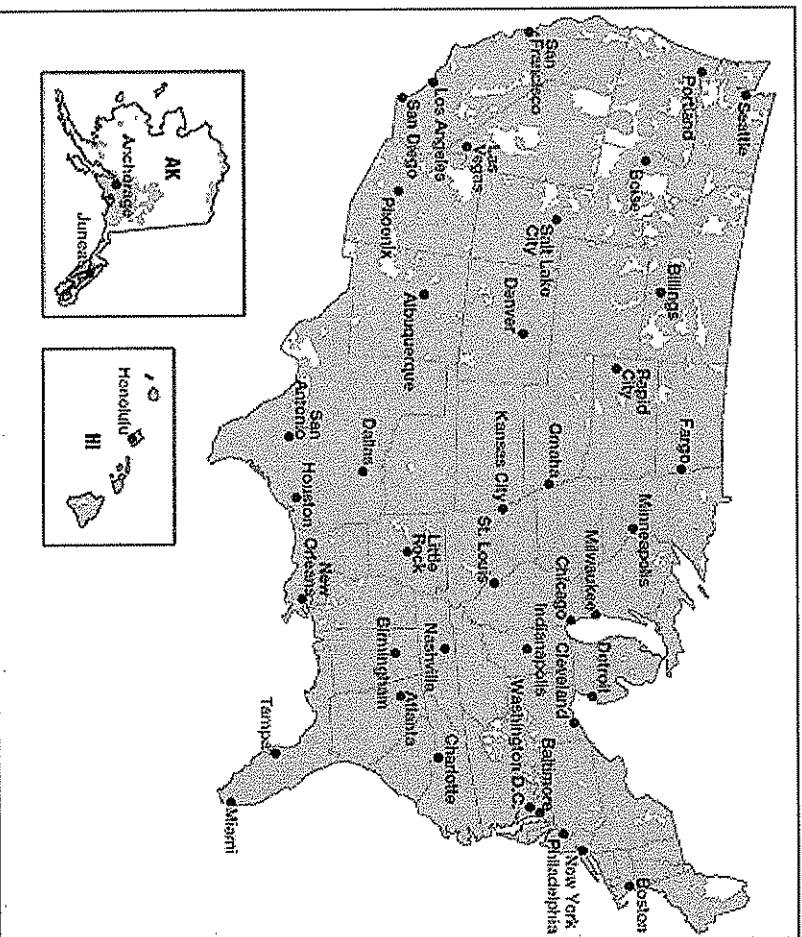
Vendor(s) must complete the attached Cost Scenarios, for evaluation purposes only. Vendor(s) must attach coverage maps, and price sheets for all devices, services and software being offered in response to Section 3 of this RFP. The numbers are used in the scenarios are not a commitment of minimum usage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

The following are the evaluation factors for the cost evaluation:



Total Freedom Coverage

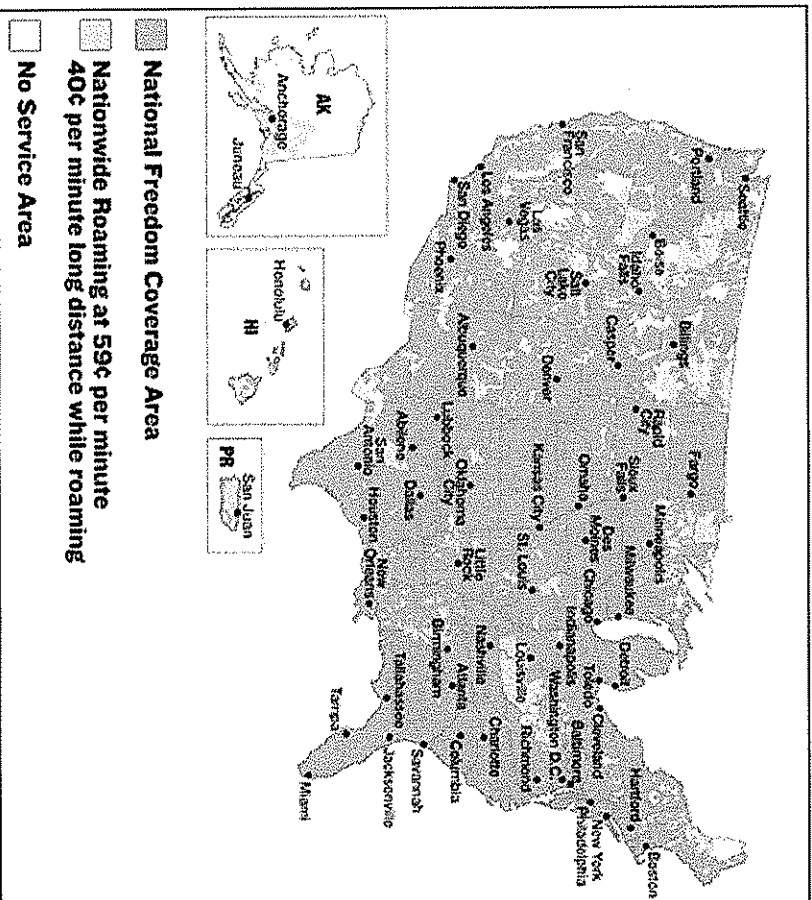
- **Highlights**
 - Our largest coverage area
 - Free nationwide long distance
 - Free nationwide roaming



National Freedom Coverage

- **Highlights**

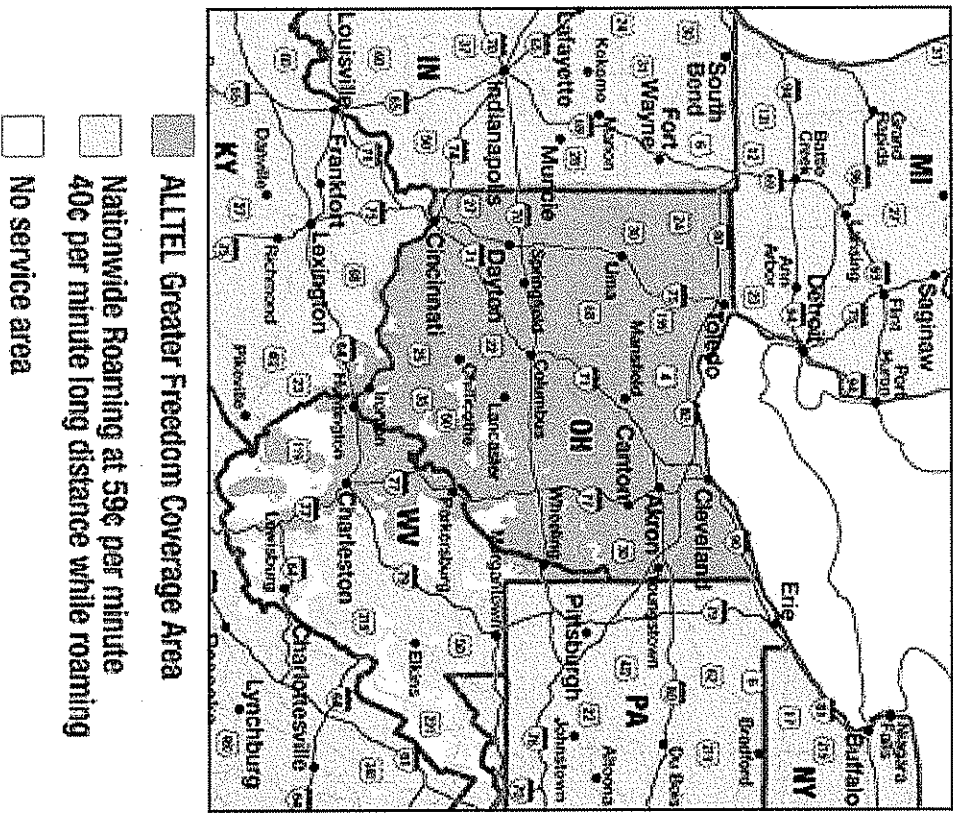
- Extensive coverage including major U.S. cities
- Free long distance to major cities
- Free roaming near major cities





Greater Freedom West Virginia

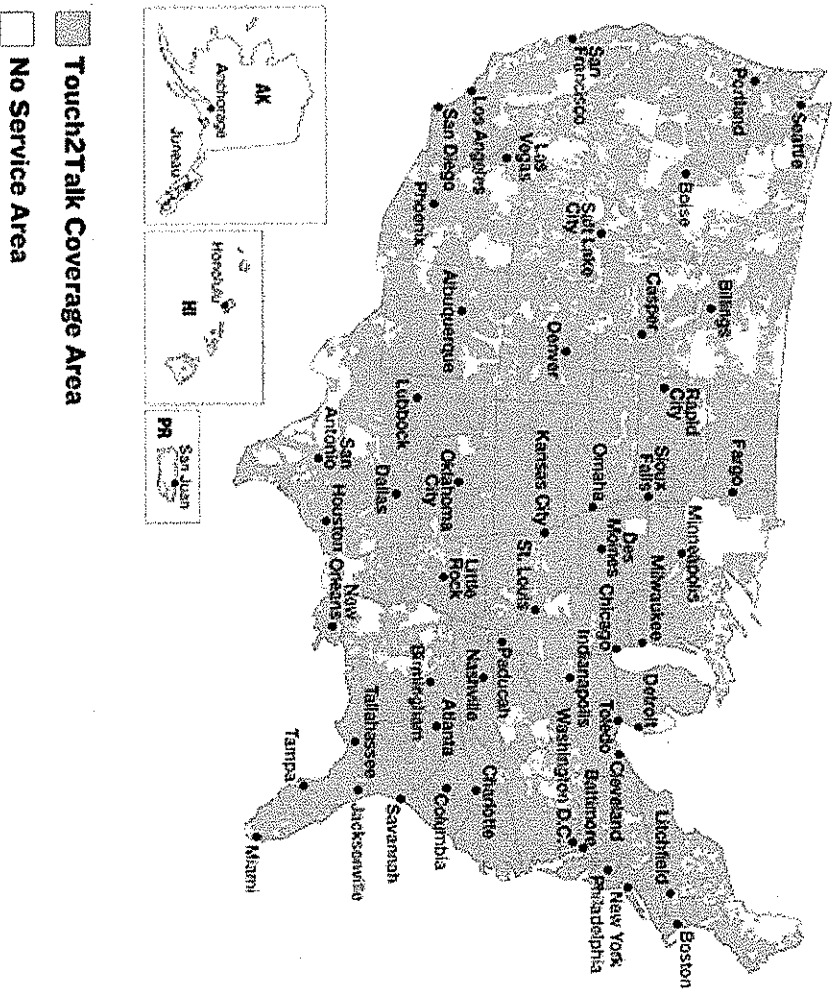
- **Highlights**
 - Large local coverage area
 - Best value for local callers
 - Free nationwide long distance





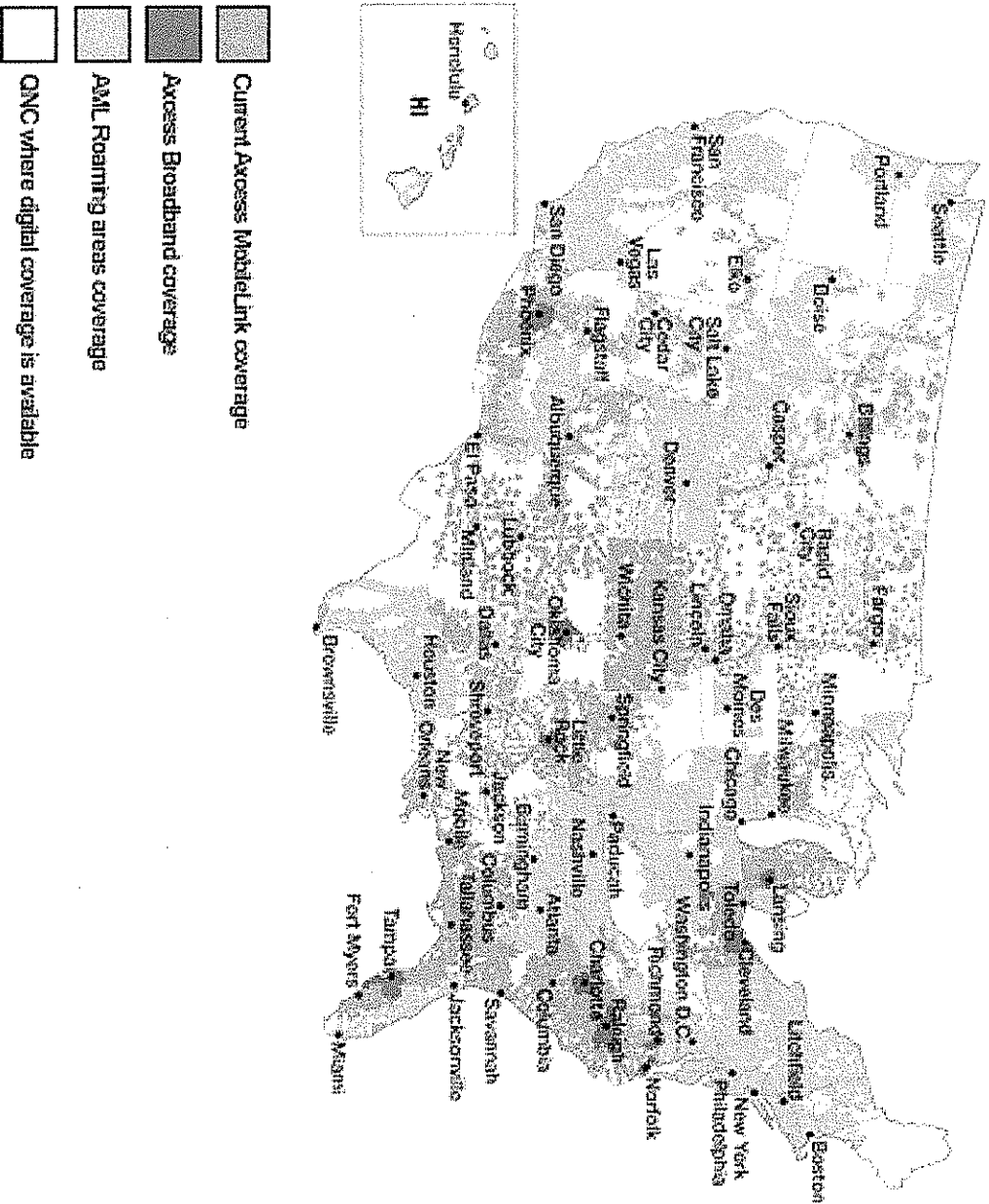
Touch2Talk

- The nation's largest walkie-talkie network
 - Plan flexibility — Choose national or local coverage
 - Single solution — Use the same phone and single number to connect via wireless or walkie-talkie
 - Contact availability — Control your availability and quickly know if others are available - all in real time
 - No missed calls — Easily switch back and forth between wireless and Touch2Talk calls
 - A network you can count on

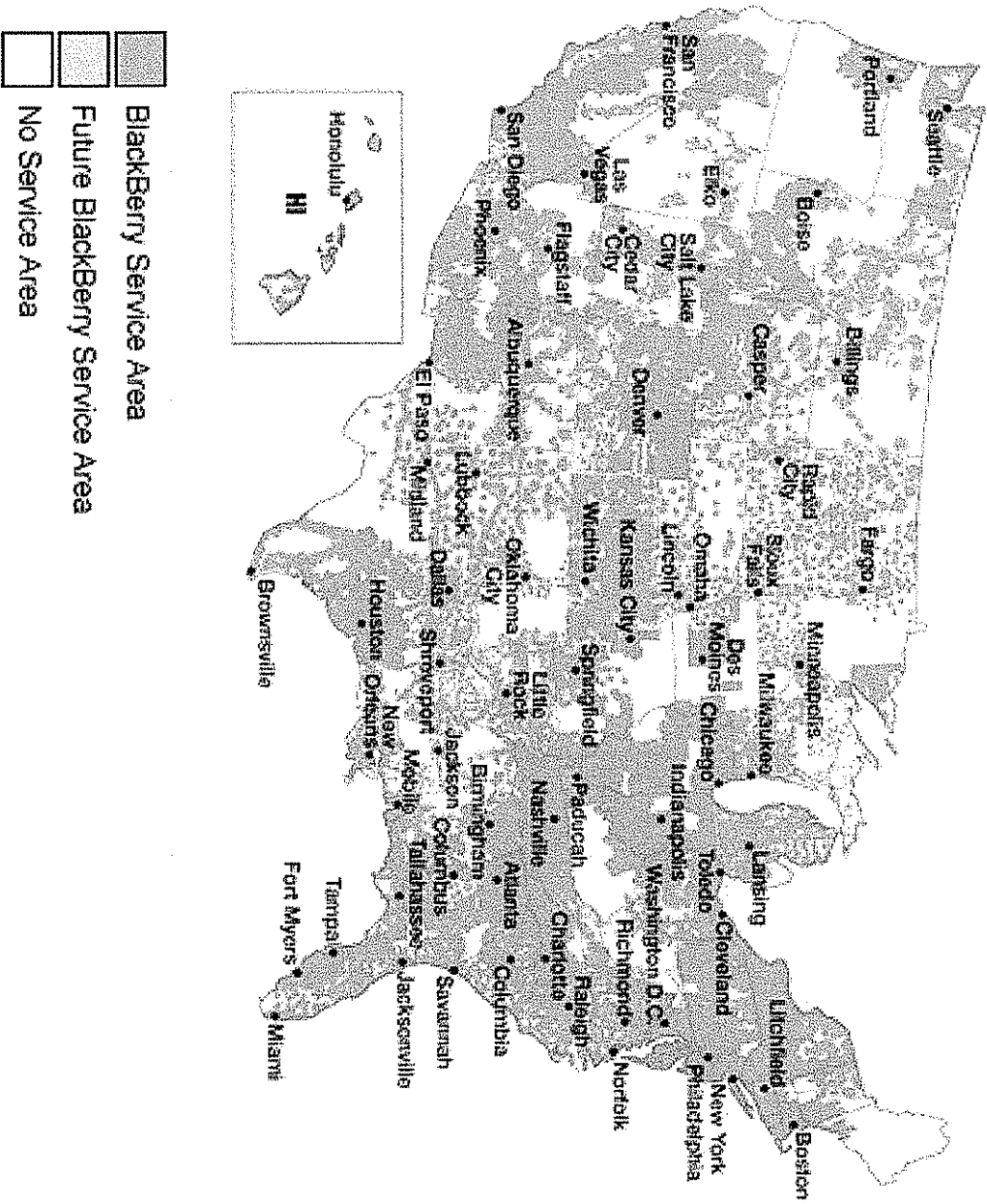




Nationwide Data Coverage



BlackBerry Coverage



Alltel
Appendix B - NPA-NXX List

City/Area	NPA	NXX	Range Start	Range End
Ashland	606	331	0	7999
Ashland	606	331	9000	9999
Ashland	606	471	0	999
Ashland	606	471	2000	4999
Ashland	606	471	6000	6999
Ashland	606	471	8000	9999
Ashland	606	831	0	9999
Athens	740	447	0	2999
Athens	740	447	8000	9999
Athens	740	517	0	3999
Athens	740	517	5000	9999
Athens	740	541	0	9999
Bethesda	740	238	0	7999
Cadiz	740	491	0	7999
Caldwell	740	509	0	7999
Cambridge	740	260	0	4999
Cambridge	740	260	6000	6999
Cambridge	740	260	8000	9999
Cambridge	740	801	0	7999
Charleston	304	533	1000	1999
Charleston	304	533	3000	9999
Charleston	304	539	0	6999
Charleston	304	539	8000	9999
Charleston	304	542	0	9999
Charleston	304	543	0	9999
Charleston	304	859	0	2999
Charleston	304	859	6000	7999
Charleston	304	859	8000	9999
Chillicothe	740	656	0	3999
Chillicothe	740	656	4000	4999
Chillicothe	740	656	5000	5999
Chillicothe	740	656	6000	6999
Chillicothe	740	656	8000	8999
Fairview	740	510	0	4999
Gallipolis	740	208	0	999
Gallipolis	740	208	1000	1999
Gallipolis	740	208	4000	4999
Huntington	304	360	0	9999
Huntington	304	544	0	9999
Huntington	304	563	0	999
Huntington	304	563	4000	6999
Huntington	304	563	9000	9999
Huntington	304	939	0	7999
Ironton	740	442	0	7999
Ironton	740	442	9000	9999
Jackson	740	288	5000	6999
Jackson	740	288	8000	8999
Jackson	740	978	0	999
Jackson	740	978	1000	1999
Jackson	740	978	4000	9999
Little Hocking	740	440	0	4999

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Appendix B - NPA-NXX List

City/Area	NPA	NXX	Range-Start	Range-End
Logan	304	601	0	6999
Logan	304	784	0	9999
Logan	304	785	0	999
Logan	304	785	2000	4999
Logan	304	785	6000	6999
Logan	304	785	8000	9999
Logan	304	928	0	7999
Marietta	740	336	0	2999
Marietta	740	336	4000	4999
Marietta	740	336	8000	8999
Marietta	740	516	0	1999
Marietta	740	516	3000	6999
Marietta	740	516	8000	9999
Marietta	740	525	0	9999
New Philadelphia	330	260	0	999
New Philadelphia	330	260	2000	2999
New Philadelphia	330	260	4000	8999
New Philadelphia	330	340	0	9999
New Philadelphia	330	407	0	4999
New Philadelphia	330	407	6000	6999
New Philadelphia	330	432	0	7999
Olive Hill	606	225	0	4999
Parkersburg	304	481	0	9999
Parkersburg	304	483	0	9999
Parkersburg	304	494	1000	2999
Parkersburg	304	494	5000	6999
Parkersburg	304	588	0	8999
Piketon	740	970	0	9999
Piketon	740	977	8000	8999
Piketon	740	977	9000	9999
Pomeroy	740	508	0	7999
Portsmouth	740	285	0	9999
Portsmouth	740	935	0	9999
Portsmouth	740	981	2000	3999
Portsmouth	740	981	6000	6999
Portsmouth	740	981	7000	7999
St Clairsville	740	298	0	4999
St Clairsville	740	298	6000	8999
St Clairsville	740	310	0	4999
St Clairsville	740	310	6000	9999
St Clairsville	740	312	0	999
St Clairsville	740	312	2000	5999
St Clairsville	740	312	8000	9999
St Clairsville	740	391	0	9999
Steubenville	740	381	0	9999
Steubenville	740	461	0	8999
Steubenville	740	512	0	999
Steubenville	740	512	2000	2999
Steubenville	740	512	4000	9999
Weirton	304	479	0	9999
Weirton	304	491	0	999

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Appendix B - NPA-NXX List

City/Area	NPA	NXX	Range Start	Range End
Weirton	304	491	2000	3999
Weirton	304	491	8000	9999
Wheeling	304	639	0	9999
Wheeling	304	650	0	999
Wheeling	304	650	2000	3999
Wheeling	304	650	5000	6999
Wheeling	304	650	8000	9999
Wheeling	304	830	0	9999
Woodsfield	740	213	0	7999

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
24716	Bud	Logan	Wyoming	WV
24719	Covel	Logan	Wyoming	WV
24726	Herndon	Logan	Wyoming	WV
24801	Welch	Logan	McDowell	WV
24808	Anawalt	Logan	McDowell	WV
24811	Avondale	Logan	McDowell	WV
24813	Bartley	Logan	McDowell	WV
24815	Berwind	Logan	McDowell	WV
24816	Big Sandy	Logan	McDowell	WV
24817	Bradshaw	Logan	McDowell	WV
24818	Brenton	Logan	Wyoming	WV
24822	Clear Fork	Logan	Wyoming	WV
24823	Coal Mountain	Logan	Wyoming	WV
24824	Coalwood	Logan	McDowell	WV
24826	Cucumber	Logan	McDowell	WV
24827	Cyclone	Logan	Wyoming	WV
24828	Davy	Parkersburg	McDowell	WV
24829	Eckman	Logan	McDowell	WV
24830	Elbert	Logan	McDowell	WV
24831	Elkhorn	Logan	McDowell	WV
24834	Fanrock	Logan	Wyoming	WV
24836	Gary	Logan	McDowell	WV
24839	Hanover	Logan	Wyoming	WV
24843	Hensley	Logan	McDowell	WV
24844	laeger	Logan	McDowell	WV
24845	Ikes Fork	Logan	Wyoming	WV
24846	Isaban	Logan	McDowell	WV
24847	Itmann	Logan	Wyoming	WV
24848	Jenkinjones	Logan	McDowell	WV
24849	Jesse	Logan	Wyoming	WV
24850	Jolo	Logan	McDowell	WV
24851	Justice	Logan	Mingo	WV
24853	Kimball	Logan	McDowell	WV
24854	Kopperston	Logan	Wyoming	WV
24855	Kyle	Logan	McDowell	WV
24857	Lynco	Logan	Wyoming	WV
24859	Marianna	Logan	Wyoming	WV
24860	Matheny	Logan	Wyoming	WV
24862	Mohawk	Logan	McDowell	WV
24866	Newhall	Logan	McDowell	WV
24867	New Richmond	Logan	Wyoming	WV
24868	Northfork	Logan	McDowell	WV
24869	North Spring	Logan	Wyoming	WV
24870	Oceana	Logan	Wyoming	WV
24871	Pageton	Logan	McDowell	WV
24872	Panther	Logan	McDowell	WV
24873	Paynesville	Logan	McDowell	WV
24874	Pineville	Logan	Wyoming	WV
24878	Premier	Logan	McDowell	WV
24879	Raysal	Logan	McDowell	WV
24880	Rock View	Logan	Wyoming	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
24881	Roderfield	Logan	McDowell	WV
24882	Simon	Logan	Wyoming	WV
24884	Squire	Logan	McDowell	WV
24888	Thorpe	Logan	McDowell	WV
24892	War	Logan	McDowell	WV
24894	Warriormine	Logan	McDowell	WV
24895	Wilcoe	Logan	McDowell	WV
24898	Wyoming	Logan	Wyoming	WV
25003	Alum Creek	Charleston	Kanawha	WV
25009	Ashford	Charleston	Boone	WV
25011	Bancroft	Charleston	Putnam	WV
25015	Belle	Charleston	Kanawha	WV
25021	Bim	Charleston	Boone	WV
25022	Blair	Logan	Logan	WV
25024	Bloomingrose	Charleston	Boone	WV
25025	Blount	Charleston	Kanawha	WV
25026	Blue Creek	Charleston	Kanawha	WV
25028	Bob White	Charleston	Boone	WV
25035	Cabin Creek	Charleston	Kanawha	WV
25039	Cedar Grove	Charleston	Kanawha	WV
25045	Clendenin	Charleston	Kanawha	WV
25046	Clio	Charleston	Roane	WV
25047	Clothier	Charleston	Logan	WV
25049	Comfort	Charleston	Boone	WV
25051	Costa	Charleston	Boone	WV
25053	Danville	Logan	Boone	WV
25054	Dawes	Charleston	Kanawha	WV
25061	Drybranch	Charleston	Kanawha	WV
25064	Dunbar	Charleston	Kanawha	WV
25067	East Bank	Charleston	Kanawha	WV
25070	Eleanor	Charleston	Putnam	WV
25071	Elkview	Charleston	Kanawha	WV
25075	Eskdale	Charleston	Kanawha	WV
25076	Ethel	Logan	Logan	WV
25079	Falling Rock	Charleston	Kanawha	WV
25081	Foster	Logan	Boone	WV
25082	Fraziers Bottom	Charleston	Putnam	WV
25083	Gallagher	Charleston	Kanawha	WV
25086	Glasgow	Charleston	Kanawha	WV
25093	Gordon	Logan	Boone	WV
25103	Hansford	Charleston	Kanawha	WV
25107	Hernshaw	Charleston	Kanawha	WV
25108	Hewett	Logan	Boone	WV
25109	Hometown	Charleston	Putnam	WV
25112	Institute	Charleston	Kanawha	WV
25114	Jeffrey	Logan	Boone	WV
25121	Lake	Logan	Logan	WV
25123	Leon	Charleston	Mason	WV
25124	Liberty	Charleston	Putnam	WV
25130	Madison	Logan	Boone	WV
25132	Mammoth	Charleston	Kanawha	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
25134	Miami	Charleston	Kanawha	WV
25142	Nellis	Charleston	Boone	WV
25143	Nitro	Charleston	Kanawha	WV
25148	Orgas	Charleston	Boone	WV
25149	Ottawa	Charleston	Boone	WV
25154	Peytona	Charleston	Boone	WV
25156	Pinch	Charleston	Kanawha	WV
25159	Poca	Charleston	Putnam	WV
25160	Pond Gap	Charleston	Kanawha	WV
25164	Procious	Parkersburg	Clay	WV
25165	Racine	Logan	Boone	WV
25168	Red House	Charleston	Putnam	WV
25169	Ridgeview	Logan	Boone	WV
25177	Saint Albans	Charleston	Kanawha	WV
25181	Seth	Charleston	Boone	WV
25183	Sharples	Logan	Logan	WV
25193	Sylvester	Logan	Boone	WV
25201	Tad	Charleston	Kanawha	WV
25202	Tornado	Charleston	Kanawha	WV
25203	Turtle Creek	Logan	Boone	WV
25204	Twilight	Logan	Boone	WV
25205	Uneeda	Logan	Boone	WV
25206	Van	Logan	Boone	WV
25208	Wharton	Logan	Boone	WV
25213	Winfield	Charleston	Putnam	WV
25214	Winfrede	Charleston	Kanawha	WV
25245	Given	Charleston	Jackson	WV
25248	Kenna	Charleston	Jackson	WV
25252	Le Roy	Charleston	Jackson	WV
25270	Reedy	Charleston	Roane	WV
25301	Charleston	Charleston	Kanawha	WV
25302	Charleston	Charleston	Kanawha	WV
25303	Charleston	Charleston	Kanawha	WV
25304	Charleston	Charleston	Kanawha	WV
25305	Charleston	Charleston	Kanawha	WV
25306	Charleston	Charleston	Kanawha	WV
25309	Charleston	Charleston	Kanawha	WV
25311	Charleston	Charleston	Kanawha	WV
25312	Charleston	Charleston	Kanawha	WV
25313	Charleston	Charleston	Kanawha	WV
25314	Charleston	Charleston	Kanawha	WV
25315	Charleston	Charleston	Kanawha	WV
25320	Charleston	Charleston	Kanawha	WV
25361	Charleston	Charleston	Kanawha	WV
25387	Charleston	Charleston	Kanawha	WV
25389	Charleston	Charleston	Kanawha	WV
25501	Alkol	Charleston	Lincoln	WV
25504	Barboursville	Huntington	Cabell	WV
25505	Big Creek	Logan	Logan	WV
25506	Branchland	Huntington	Lincoln	WV
25507	Ceredo	Huntington	Wayne	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
25508	Chapmanville	Logan	Logan	WV
25510	Culloden	Huntington	Cabell	WV
25511	Dunlow	Huntington	Wayne	WV
25512	East Lynn	Huntington	Wayne	WV
25514	Fort Gay	Huntington	Wayne	WV
25517	Genoa	Huntington	Wayne	WV
25520	Glenwood	Charleston	Mason	WV
25521	Griffithsville	huntington	Lincoln	WV
25523	Hamlin	Huntington	Lincoln	WV
25524	Harts	Huntington	Lincoln	WV
25526	Hurricane	Charleston	Putnam	WV
25529	Julian	Logan	Boone	WV
25530	Kenova	Huntington	Wayne	WV
25534	Kiahsville	huntington	Wayne	WV
25535	Lavalette	huntington	Wayne	WV
25537	Lesage	huntington	Cabell	WV
25540	Midkiff	Huntington	Lincoln	WV
25541	Milton	Huntington	Cabell	WV
25544	Myra	Charleston	Lincoln	WV
25545	Ona	Huntington	Cabell	WV
25547	Pecks Mill	Logan	Logan	WV
25555	Prichard	Huntington	Wayne	WV
25557	Ranger	Huntington	Lincoln	WV
25559	Salt Rock	huntington	Cabell	WV
25560	Scott Depot	Charleston	Putnam	WV
25564	Sod	Charleston	Lincoln	WV
25565	Spurlockville	Charleston	Lincoln	WV
25567	Sumerco	Charleston	Lincoln	WV
25569	Teays	Charleston	Putnam	WV
25570	Wayne	Huntington	Wayne	WV
25571	West Hamlin	Huntington	Lincoln	WV
25572	Woodville	Logan	Boone	WV
25573	Yawkey	Charleston	Lincoln	WV
25601	Logan	Logan	Logan	WV
25606	Accoville	Logan	Logan	WV
25607	Amherstdale	Logan	Logan	WV
25608	Baisden	Logan	Mingo	WV
25611	Bruno	Logan	Logan	WV
25612	Chauncey	Logan	Logan	WV
25614	Cora	Logan	Logan	WV
25617	Davin	Logan	Logan	WV
25621	Gilbert	Logan	Mingo	WV
25624	Henlawson	Logan	Logan	WV
25625	Holden	Logan	Logan	WV
25628	Kistler	Logan	Logan	WV
25630	Lorado	Logan	Logan	WV
25632	Lyburn	Logan	Logan	WV
25634	Mallory	Logan	Logan	WV
25635	Man	Logan	Logan	WV
25637	Mount Gay	Logan	Logan	WV
25638	Omar	Logan	Logan	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
25639	Peach Creek	Logan	Logan	WV
25644	Sarah Ann	Logan	Logan	WV
25646	Stollings	Logan	Logan	WV
25647	Switzer	Logan	Logan	WV
25649	Verdunville	Logan	Logan	WV
25650	Verner	Logan	Mingo	WV
25651	Wharncliffe	Logan	Mingo	WV
25652	Whitman	Logan	Logan	WV
25653	Wilkinson	Logan	Logan	WV
25654	Yolyn	Logan	Logan	WV
25661	Williamson	Logan	Mingo	WV
25665	Borderland	Logan	Mingo	WV
25666	Breeden	Logan	Mingo	WV
25667	Chattaroy	Logan	Mingo	WV
25669	Crum	Huntington	Wayne	WV
25670	Delbarton	Logan	Mingo	WV
25671	Dingess	Logan	Mingo	WV
25674	Kermit	Logan	Mingo	WV
25676	Lenore	Logan	Mingo	WV
25678	Matewan	Logan	Mingo	WV
25685	Naugatuck	Logan	Mingo	WV
25686	Newtown	Logan	Mingo	WV
25690	Ragland	Logan	Mingo	WV
25691	Rawl	Logan	Mingo	WV
25692	Red Jacket	Logan	Mingo	WV
25696	Varney	Logan	Mingo	WV
25699	Wilsondale	Huntington	Wayne	WV
25701	Huntington	Huntington	Cabell	WV
25702	Huntington	Huntington	Cabell	WV
25703	Huntington	Huntington	Cabell	WV
25704	Huntington	Huntington	Wayne	WV
25705	Huntington	Huntington	Cabell	WV
25727	Huntington	Huntington	Cabell	WV
25755	Huntington	Huntington	Cabell	WV
25810	Allen Junction	Logan	Wyoming	WV
25811	Amigo	Logan	Wyoming	WV
25826	Corinne	Logan	Wyoming	WV
25845	Glen Fork	Logan	Wyoming	WV
25848	Glen Rogers	Logan	Wyoming	WV
25870	Maben	Logan	Wyoming	WV
25875	Mc Graws	Logan	Wyoming	WV
25876	Saulsville	Logan	Wyoming	WV
25882	Mullens	Logan	Wyoming	WV
25913	Ravencliff	Logan	Wyoming	WV
25916	Sabine	Logan	Wyoming	WV
25920	Slab Fork	Logan	Raleigh	WV
25928	Stephenson	Logan	Wyoming	WV
25943	Wyco	Logan	Wyoming	WV
26003	Wheeling	Wheeling	Ohio	WV
26030	Beech Bottom	Wheeling	Brooke	WV
26032	Bethany	Wheeling	Brooke	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
26033	Cameron	Wheeling	Marshall	WV
26034	Chester	Wheeling	Hancock	WV
26035	Colliers	Wheeling	Brooke	WV
26037	Follansbee	Wheeling	Brooke	WV
26038	Glen Dale	Wheeling	Marshall	WV
26039	Glen Easton	Wheeling	Marshall	WV
26041	Moundsville	Wheeling	Marshall	WV
26047	New Cumberland	Wheeling	Hancock	WV
26050	Newell	Wheeling	Hancock	WV
26056	New Manchester	Weirton	Hancock	WV
26059	Triadelphia	Wheeling	Ohio	WV
26060	Valley Grove	Wheeling	Ohio	WV
26062	Weirton	Weirton	Hancock	WV
26070	Wellsburg	Wheeling	Brooke	WV
26074	West Liberty	Wheeling	Ohio	WV
26075	Windsor Heights	Wheeling	Brooke	WV
26101	Parkersburg	Parkersburg	Wood	WV
26104	Parkersburg	Parkersburg	Wood	WV
26105	Vienna	Parkersburg	Wood	WV
26133	Belleville	Parkersburg	Wood	WV
26141	Creston	Parkersburg	Wirt	WV
26142	Davisville	Parkersburg	Wood	WV
26143	Elizabeth	Parkersburg	Wirt	WV
26150	Mineral Wells	Parkersburg	Wood	WV
26160	Palestine	Parkersburg	Wirt	WV
26164	Ravenswood	Charleston	Jackson	WV
26169	Rockport	Parkersburg	Wood	WV
26180	Walker	Parkersburg	Wood	WV
26181	Washington	Parkersburg	Wood	WV
26184	Waverly	Parkersburg	Wood	WV
26187	Williamstown	Parkersburg	Wood	WV
25562	Shoals	Ashland	Wayne	WV
26040	Mc Mechen	Wheeling	Marshall	WV
26031	Benwood	St Clairsville	Marshall	WV
25002	Alloy	Charleston	Fayette	WV
25102	Handley	Charleston	Kanawha	WV
25110	Hugheston	Charleston	Kanawha	WV
25126	London	Charleston	Kanawha	WV
25162	Pratt	Charleston	Kanawha	WV
25360	Charleston	Charleston	Kanawha	WV
25033	Buffalo	Charleston	Putnam	WV
26138	Brohard	Marietta	Wirt	WV
26152	Munday	Marietta	Calhoun	WV
24842	Hemphill	Richlands	McDowell	WV
25672	Edgerton	Logan	Mingo	WV
25688	North Matewan	Logan	Mingo	WV
25209	Whitesville	Charleston	Boone	WV
25317	Charleston	Charleston	Kanawha	WV
25321	Charleston	Charleston	Kanawha	WV
25322	Charleston	Charleston	Kanawha	WV
25323	Charleston	Charleston	Kanawha	WV

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Appendix B - Zip Codes

ZIP CODE	CITY	CITY AREA	COUNTY	STATE
25324	Charleston	Charleston	Kanawha	WV
25325	Charleston	Charleston	Kanawha	WV
25326	Charleston	Charleston	Kanawha	WV
25327	Charleston	Charleston	Kanawha	WV
25328	Charleston	Charleston	Kanawha	WV
25329	Charleston	Charleston	Kanawha	WV
25330	Charleston	Charleston	Kanawha	WV
25331	Charleston	Charleston	Kanawha	WV
25332	Charleston	Charleston	Kanawha	WV
25333	Charleston	Charleston	Kanawha	WV
25334	Charleston	Charleston	Kanawha	WV
25335	Charleston	Charleston	Kanawha	WV
25336	Charleston	Charleston	Kanawha	WV
25337	Charleston	Charleston	Kanawha	WV
25338	Charleston	Charleston	Kanawha	WV
25339	Charleston	Charleston	Kanawha	WV
25350	Charleston	Charleston	Kanawha	WV
25356	Charleston	Charleston	Kanawha	WV
25357	Charleston	Charleston	Kanawha	WV
25358	Charleston	Charleston	Kanawha	WV
25362	Charleston	Charleston	Kanawha	WV
25364	Charleston	Charleston	Kanawha	WV
25365	Charleston	Charleston	Kanawha	WV
25375	Charleston	Charleston	Kanawha	WV
25392	Charleston	Charleston	Kanawha	WV
25396	Charleston	Charleston	Kanawha	WV
25697	Vulcan	Logan	Mingo	WV
25706	Huntington	Huntington	Cabell	WV
25707	Huntington	Huntington	Cabell	WV
25708	Huntington	Huntington	Cabell	WV
25709	Huntington	Huntington	Cabell	WV
25710	Huntington	Huntington	Cabell	WV
25711	Huntington	Huntington	Cabell	WV
25712	Huntington	Huntington	Cabell	WV
25713	Huntington	Huntington	Cabell	WV
25714	Huntington	Huntington	Cabell	WV
25715	Huntington	Huntington	Cabell	WV
25716	Huntington	Huntington	Cabell	WV
25717	Huntington	Huntington	Cabell	WV
25718	Huntington	Huntington	Cabell	WV
25719	Huntington	Huntington	Cabell	WV
25720	Huntington	Huntington	Cabell	WV
25721	Huntington	Huntington	Cabell	WV
25722	Huntington	Huntington	Cabell	WV
25723	Huntington	Huntington	Cabell	WV
25724	Huntington	Huntington	Cabell	WV
25725	Huntington	Huntington	Cabell	WV
25726	Huntington	Huntington	Cabell	WV
25728	Huntington	Huntington	Cabell	WV
25729	Huntington	Huntington	Cabell	WV
25770	Huntington	Huntington	Cabell	WV

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Appendix B - Zip Codes

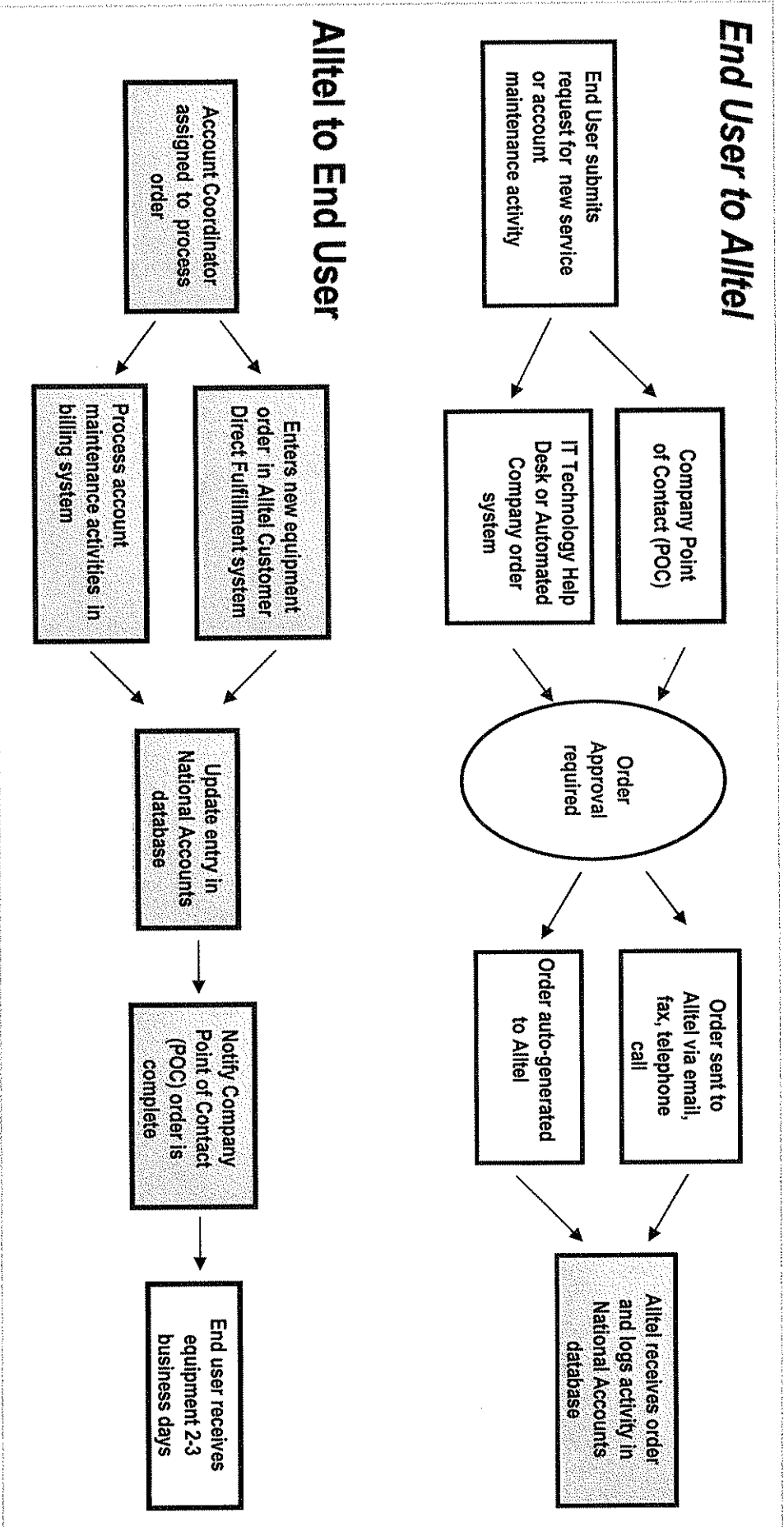
ZIP CODE	CITY	CITY AREA	COUNTY	STATE
25771	Huntington	Huntington	Cabell	WV
25772	Huntington	Huntington	Cabell	WV
25773	Huntington	Huntington	Cabell	WV
25774	Huntington	Huntington	Cabell	WV
25775	Huntington	Huntington	Cabell	WV
25776	Huntington	Huntington	Cabell	WV
25777	Huntington	Huntington	Cabell	WV
25778	Huntington	Huntington	Cabell	WV
25779	Huntington	Huntington	Cabell	WV
26036	Dallas	Wheeling	Marshall	WV
26055	Proctor	Woodsfield	Marshall	WV
26058	Short Creek	Wheeling	Brooke	WV
26102	Parkersburg	Parkersburg	Wood	WV
26103	Parkersburg	Parkersburg	Wood	WV
26106	Parkersburg	Parkersburg	Wood	WV
26120	Mineral Wells	Parkersburg	Wood	WV
26121	Mineral Wells	Parkersburg	Wood	WV
24861	Maybeury	Richlands	McDowell	WV
24887	Switchback	Richlands	McDowell	WV
25550	Point Pleasant	Gallipolis	Mason	WV
25515	Gallipolis Ferry	Gallipolis	Mason	WV
25502	Apple Grove	Gallipolis	Mason	WV
25106	Henderson	Gallipolis	Mason	WV
25260	Mason	Pomeroy	Mason	WV
25265	New Haven	Pomeroy	Mason	WV

Alltel
County Coverage Percent

County Name	State Name	County Area	Coverage Area In-Building	Percent Covered In-Building	Coverage Area In-Vehicle	Percent Covered In-Vehicle	Coverage Area Street-Level	Percent Covered Street-Level
Boone	WV	502.9	55.8	11%	123.1	24%	203.5	40%
Brooke	WV	92.3	55.9	61%	76.8	83%	86.8	94%
Cabell	WV	287.8	96.2	33%	169.2	59%	225.4	78%
Hancock	WV	88.2	66.2	75%	82.1	93%	86.7	98%
Kanawha	WV	910.4	254.0	28%	427.7	47%	573.4	63%
Lincoln	WV	438.3	29.4	7%	89.7	20%	174.8	40%
Logan	WV	455.4	47.4	10%	106.5	23%	171.9	38%
Marshall	WV	311.9	55.0	18%	107.7	35%	163.1	52%
McDowell	WV	534.6	11.1	2%	33.3	6%	62.9	12%
Mingo	WV	423.4	14.6	3%	34.4	8%	62.2	15%
Ohio	WV	108.8	83.2	76%	99.9	92%	105.8	97%
Putnam	WV	350.1	122.7	35%	205.8	59%	272.1	78%
Wayne	WV	511.9	72.0	14%	132.5	26%	191.6	37%
Wirt	WV	234.6	40.4	17%	75.6	32%	111.6	48%
Wood	WV	376.6	207.1	55%	295.0	78%	343.9	91%
Wyoming	WV	501.6	11.6	2%	47.2	9%	91.1	18%



National Account Work Flow Process



Appendix B

National Accounts Contact List

ALLTEL National Accounts
One Allied Drive
Little Rock, AR 72202

Hours of Operation - 7:00 am to 5:00 pm Central (Monday through Friday)

Contact	Title	Contact Number	Email Address
National Accounts Operations Group		(877) 501-3813 option 3	aci.national.accounts@alltel.com
Darlene Parker	Account Analyst - Single Point of Contact	(804) 840-8081	Darlene.parker@alltel.com
Kim Edwards	Supervisor - Ops Support	(501) 905-5538	kimberly.j.edwards@alltel.com
Mike McGowan	National Accounts Sales Executive	(501) 905-4324	michael.mcgowan@alltel.com
Grace Rector	Staff Manager - National Accounts	(501) 905-5211	grace.rector@alltel.com
Craig Matthews	VP Business Channel Support	(501) 905-5391	craig.matthews@alltel.com

All order requests for new activations and support should be sent to the National Accounts Operations Group.

Escalation Process

1st point of escalation	TBD
2nd point of escalation	Kim Edwards
3rd point of escalation	Grace Rector
4th point of escalation	Craig Matthews

Service Level Commitments

Account Inquiry	One (1) Business Day
Activations	Three (3) Business Days
Disconnect Line of Service	Four (4) Business Hours
Equipment Upgrades	Three (3) Business Days
ESN Changes	Four (4) Business Hours
Feature Adds/Deletes	One (1) Business Day
Rate Plan Change > 25 lines	One (1) Business Day