

**SERIAL 09099 RFP WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.) Contract - Verizon Wireless**

**DATE OF LAST REVISION: September 19, 2013 CONTRACT END DATE: August 31, 2016**

**CONTRACT PERIOD THROUGH AUGUST 31, ~~2013~~ 2016**

TO: All Departments  
FROM: Office of Procurement Services  
SUBJECT: Contract for **WIRELESS AND DATA SERVICES (CELLULAR, WIRELESS DATA, PAGERS ETC.)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 01, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Chief Procurement Officer  
Office of Procurement Services

BW/mm  
Attach

Copy to: Office of Procurement Services  
John Ahl, OET  
**Scott Wilson, MCSO**

(Please remove Serial 04043-RFP from your contract notebooks)



## CONTRACT PURSUANT TO RFP

SERIAL 09099-RFP

This Contract ("Contract") is entered into this 1<sup>st</sup> day of September, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona and Cellco Partnership d/b/a Verizon Wireless, a Delaware General Partnership ("Contractor") for the purchase of wireless and data equipment and services.

### 1.0 SCOPE OF CONTRACT:

- 1.1 This contract is subject to the pricing, terms and conditions of Verizon Wireless' GSA Federal Supply Schedule (FSS) Contract# GS-35F-0119P. In addition, any other entities purchasing under this contract must be eligible to participate in cooperative purchasing under the FSS contract.

### 2.0 CONTRACT TERM:

- 2.1 This Contract is for a term of two (2) years and seven (7) months, beginning on the 1<sup>st</sup> day of February, 2011 and ending the 31<sup>st</sup> day of August, ~~2013~~ 2016 ("Initial Term"). Upon execution, this contract shall supersede all prior contracts between Alltel and/or Verizon Wireless and the County and all lines under such contracts shall be converted to conforming plans under this contract within 90 days of execution of this agreement by both parties.
- 2.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional one (1) year terms (each a "Renewal Term" or collectively, the "Renewal Terms", up to a maximum of three (3) years; upon expiration of all the Renewal Terms the contract may be extended on a month-to-month basis for a maximum of six (6) months). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the Initial Term, or any Renewal Term thereafter. The Initial Term and Renewal Term are collectively referred to herein as the "Term".

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibits A and A-1.
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
  - 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
    - Company name, address and contact
    - County bill-to name and contact information
    - Invoice number and date
    - Description of service provided

- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Total Amount Due

Note: The County may have the ability to use Verizon Wireless' Electronic Billing system for other customized features from time to time.

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by the Maricopa County Accounts Payable unit through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fill able PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))

3.3.4 For All Eligible Entities Utilizing EFT: EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details

#### 3.4 TAX: (SERVICES)

Verizon Wireless may pass through to the subscriber charges related to governmental costs imposed on Verizon Wireless, including, but not limited to, Federal Universal Service, Administrative and Regulatory Charges, state universal service and regulatory fees, Arizona state and local transaction privilege taxes, local utility license charges, and 911 fees ("Surcharges"). In addition, Verizon Wireless shall pass through any taxes imposed by the serving carrier on roaming service, including, as an example, Canadian GST or Mexican VAT if the subscriber roams in Canada or Mexico. Such Surcharges may change from time to time upon written notice. In no event shall Verizon Wireless impose a Surcharge greater than the governmental costs imposed on it.

Verizon Wireless shall grant tax exemptions for end-user taxes to any subscriber eligible to receive service under this Agreement after the subscriber provides Verizon Wireless valid exemption documentation.

#### 4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds for its direct purchases under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

#### 5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", Scope of Work, as amended by the Contractor's separate response and accepted by both parties.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 Except to the extent caused by the negligence or willful misconduct of County to the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted directly from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused directly by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

**LIMITATION OF DAMAGES:** NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE, ATTEMPTED USE, OR INABILITY TO ACCESS LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY CALL OR SERVICE

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects Contractor operations, a self-insurance maintained by County shall not contribute to it in this respect.

6.2.4 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention.

6.2.5 County reserves the right to request and Contractor can supply certificates of insurance. County shall not be obligated to review certificates or advise Contractor of any deficiencies in such certificates, and such receipt shall not relieve Contractor from, or be

deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Employer's Liability, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation, Employers Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 Commercial General Liability.

Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, third party property damage, personal and advertising injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 Automobile Liability.

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.10 Workers' Compensation.

6.2.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability insurance obtained by Contractor pursuant to this Contract.

6.2.11 Certificates of Insurance

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon two (2) business days notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to be canceled without thirty (30) days prior written notice to the County. (Ten (10) days notice shall apply to non-payment).

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT.

6.3.3 The Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services or software.

6.4 ACCEPTANCE:

Upon delivery and/or successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. Any required documentation shall be completed prior to final acceptance.

Billing and shipping addresses must be in the Verizon Wireless licensed service area. Equipment will be shipped to the address designated on the County's order. Title and risk of loss pass to the County and acceptance occurs upon receipt of the Equipment by the County or the County's agent at the address designated on the County's order. Verizon Wireless will not charge the County for standard two (2) day shipping. Verizon Wireless will normally ship Equipment within 2 business days of receipt of the County's order, subject to availability. The County shall have 30 days from acceptance, or a longer period if required by law, during which it may exchange Equipment. The County shall be responsible for all service-related charges incurred up to the time of termination.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For Maricopa County:

Maricopa County  
Department of Materials Management  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Verizon Wireless  
Executive Director, Government Contracts  
7600 Montpelier Road  
Laurel, Maryland 20723

**6.8 REQUIREMENTS CONTRACT:**

- 6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 6.8.3 Purchase orders must be cancelled in writing.

**6.9 TERMINATION FOR CONVENIENCE:**

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of 30 days written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. The contractor will then submit a bill for services provided and for costs incurred through the termination date.

**6.10 TERMINATION FOR DEFAULT:**

- 6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor. The Contractor shall have a 30 day cure period before the termination is effective.
- 6.10.2 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.
- 6.10.3 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES: REMEDIES

The County reserves all of its rights at law and equity to resolve any disputes under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The parties reserves the right to add and/or delete products and/or services provided under this Contract. Payments to the Contractor by the County shall be based upon the actual products and services provided under the Contract.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.15 SUBCONTRACTING:

Except for Contractor's affiliates and successors, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Chief Procurement Officer Department of Materials Management, Maricopa County shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

The Contractor agrees to retain copies of all, billing records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.18 AUDIT DISALLOWANCES:

In the event of disputed charges, the County must provide Verizon Wireless with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why it is disputing the charges and supporting documentation. The County may withhold payment of a disputed charge, up to the amount of the dispute, only if it disputes such charge[s] on or before the applicable bill due date. Verizon Wireless will use good faith efforts to resolve billing issues within sixty (60) days after it receives the notification of the dispute with supporting documentation. Particularly complex issues may take longer to resolve.

If a billing issue is resolved in the County's favor, Verizon Wireless will credit the County normally within three billing cycles.

**6.19 ALTERNATIVE DISPUTE RESOLUTION:**

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may reject the award or other final disposition and file an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**6.20 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

**6.21 RIGHTS IN DATA**

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except: (1) as provided by law, (2) as required by the Federal Communication Commission regulations regarding Customer Proprietary Network Information (CPNI), or (3) where any such information is proprietary or confidential and cannot be disclosed by Contractor. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**6.22 INTEGRATION:**

This Contract and all its attachments and exhibits in section 6.30 represents the entire agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer I-9 forms are available for download at USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor

~~6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary, complete any certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 This section was intentionally deleted.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 6.26.2 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 6.26.3 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 6.26.4 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 6.26.5 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.26.6 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.27 RATES :

- 6.27.1 This section was intentionally deleted.
- 6.27.2 Rates.
- 6.27.3 County will pay Contractor the rates and charges for Products or Services as set forth in this contract.
- 6.27.4 Fixed Rates and Percentage Discounts: The rates and discounts identified in pricing Exhibits A and A-1 will remain fixed for the Term (unless stated otherwise in the applicable Exhibit A and A-1). Rates and charges not fixed in this Agreement will be based on the then-current list price at the time of purchase. The monthly access fee percentage discount on eligible rate plans is fixed for the Term or Renewal Term.
- 6.27.5 The monthly access fees and non-promotional allowance of minutes and/or kilobytes or megabytes for each line will not change as long as the calling plan is not changed on that line. Other rates, charges and fees, including but not limited to options, feature charges and 411 Connect, may vary following 30 days written communication (which may be by mail, e-mail, and/or message with the Customer's monthly bill).
- 6.27.6 Customer agrees to refer to [www.verizonwireless.com/B2Bresources](http://www.verizonwireless.com/B2Bresources) for current information about Equipment. Except for the addition or modification of Verizon Wireless' nationally published Open Market Equipment matrix, this Contract shall not be amended or modified without specific written agreement signed by both Parties. In no event shall any terms and conditions be added or modified by purchase order.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and the Contractor's terms and conditions, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

6.30.1 Exhibit A, A-1 Verizon Wireless' GSA Federal Supply Schedule (FSS) Contract# GS-35F-0119P Pricing;

6.30.2 Exhibit B, Scope of Work; and.

6.30.3 Exhibit C, Coverage Maps

6.31 This document as executed represents the final terms as agreed upon by both parties; any erasures, whiteouts, handwritten changes or other modifications will render this document void.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CELLCO PARTNERSHIP d/b/a  
VERIZON WIRELESS:**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE  
Todd Luccisano

Executive Director, Enterprise & Government Contracts  
PRINTED NAME AND TITLE

One Verizon Way, Basking Ridge, NJ 07920  
ADDRESS

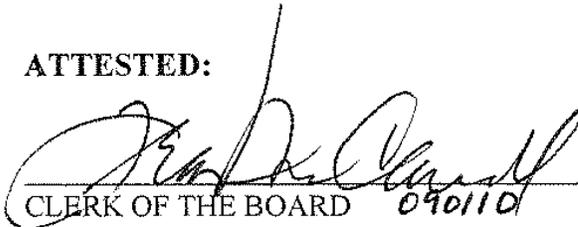
4-14-2011  
DATE

**MARICOPA COUNTY:**

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

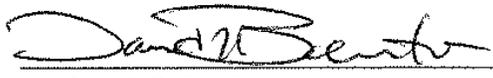
MAY 12 2011  
DATE

**ATTESTED:**

  
\_\_\_\_\_  
CLERK OF THE BOARD 090110

MAY 12 2011  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
LEGAL COUNSEL

April 28 2011  
DATE

**EXHIBIT A  
PRICING**

SERIAL 09099-RFP

PRICING SHEET NIGP CODE: 91575

BIDDER NAME: Cellco Partnership d/b/a Verizon Wireless  
 F.I.D./VENDOR #: 223372889  
 BIDDER ADDRESS: 7600 Montpelier Rd, Laurel, MD 20723  
 P.O. ADDRESS: \_\_\_\_\_  
 BIDDER PHONE #: 602/885-0500  
 BIDDER FAX #: 480-763-6334  
 COMPANY WEB SITE: www.verizonwireless.com  
 COMPANY CONTACT (REP): Renee Chappelle  
 E-MAIL ADDRESS (REP): [Renee.chappelle@verizonwireless.com](mailto:Renee.chappelle@verizonwireless.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  YES  NO  
0 % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: \* YES  NO

\*Eligible Agencies Government liable subscribers. Must be eligible to purchase under GSA FSS Contract # GS-35F-0119P

PAYMENT TERMS: NET 30

**1.0 PRICING:**

**1.1 INDIVIDUAL PLANS**

**AIRTIME (\*\*\*)**

1.1.1 <b>400</b> ANYTIME MINUTES Voice, data	\$47.99 (non-share)	PER MONTH *
1.1.2 <b>600</b> ANYTIME MINTUES Voice, data	\$60.99 (non-share)	PER MONTH *
1.1.3 1000 ANYTIME MINUTES Voice, data	\$72.99 (non-share)	PER MONTH *
1.1.4 4000 ANYTIME MINUTES Voice, data	\$137.49 (non-share)	PER MONTH *
1.1.5 UNLIMITED ANYTIME MINUTES Voice, data	Not offered	PER MONTH *
1.1.6 ADDITIONAL PLANS Nationwide (per month per unit)	19-22%	N/A

(\*\*\*) This is based on a single user per month. The use of pooled minute rate plans may produce greater monthly savings.

**1.2 POOL MINUTES**

**AIRTIME (\*\*\*\*)**

1.2.1 0-10,000 Minutes	Not offered	PRICE PER MINUTE ANYTIME MINUTES
1.2.2 10,001 - 50,000 Minutes	Not offered	PRICE PER MINUTE ANYTIME MINUTES
1.2.3 50,001 -100,000 Minutes	Not offered	PRICE PER MINUTE ANYTIME MINUTES
1.2.4 100,001 and Above Minutes	Not offered	PRICE PER MINUTE ANYTIME MINUTES

(\*\*\*\*) Price per minute based on type of rate plan selected. For Pooled Minute rate plans and pricing refer to Exhibit A-1

**1.3 WIRELESS DATA SERVICES**

1.3.1 5 GB Monthly Allowance	Not offered	Per Month
1.3.2 Unlimited Data Monthly Allowance	\$42.99	Per Month

**1.4 EQUIPMENT DISCOUNT**

1.4.1 PHONES FLATE RATE % N/A OFF PUBLISHED PRICE (\*\*\*\*\*)  
 (\*\*\*\*\*) Government Open Market Matrix Pricing. Please refer to Exhibit D for more product information and details

1.4.2 ACCESSORIES 25% OFF PUBLISHED PRICE

**1.5 EMPLOYEE DISCOUNT**

1.5.1 EMPLOYEE PLANS 15% OFF ANY PUBLISHED PLAN (\*\*\*\*\*)  
 (\*\*\*\*\*) Discount applies to any eligible Published Plan. Please see your Verizon Wireless Account Manager for further details.

1.5.2 EMPLOYEE EQUIPMENT PROMOTIONAL PRICING % OFF ANY EQUIPMENT (\*\*\*\*\*)  
 (\*\*\*\*\*) Standard Government Employee Matrix Pricing. Please see your Verizon Wireless Account Manager for further details.

**EXHIBIT A-1**

1.0 Service Rate Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

**a. Voice Service Pricing Plans**

<b>America's Choice<sup>SM</sup> for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY</b>	
The America's Choice for Business Flat Rate Calling Plan is not eligible for monthly access fee discounts	
<b>Standard Monthly Access Fee</b>	\$11.99
<b>Home Airtime Minutes</b>	0
<b>Per Minute Rate</b>	\$0.25
<b>Verizon Wireless Long Distance Rate<sup>†</sup></b>	Included
<p>Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details. <sup>†</sup>Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. <sup>††</sup>Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. <b>NOTE: Push to Talk Feature cannot be added to Flat Rate Plan.</b></p>	

<b>America's Choice<sup>SM</sup> for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY</b>			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
<b>Discounted Monthly Access Fee</b>	\$27.99	\$40.99	\$52.99
<b>Anytime Minutes</b>	400	600	1000
<b>Friends &amp; Family for Government*</b>	NA	Up to 10 Numbers for Entire Account, Not Per User	
<b>Overage Rate</b>	\$0.25 per minute		
<b>Nights and Weekends Minutes<sup>†</sup></b>	Unlimited		
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited		
<b>Shared Minute Option</b>	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
<b>Unlimited Push to Talk</b>	\$5.00 (monthly access per subscriber in addition to discounted monthly access fee)		
<p><b>Note:</b> The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for the Federal Government Calling Plan Map for details. <sup>†</sup>Nights and Weekends terms and conditions apply <sup>††</sup>Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. <b>Share Option:</b> Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. <b>Push to Talk:</b> Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time. *Friends &amp; Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.</p>			

**America's Choice<sup>SM</sup> for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY**

The America's Choice for Business Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.

<b>Standard Monthly Access Fee</b>	\$32.39	\$48.59	\$64.79	\$80.99	\$121.49
<b>Anytime Minutes</b>	450	900	1350	2000	4000
<b>Overage Rate</b>	\$0.25 per minute				

Subscribers may choose one of the following two options\*

**Option 1 Unlimited Nights and Weekends & Mobile to Mobile option\***

<b>Nights and Weekends Minutes<sup>†</sup></b>	Unlimited				
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited				

**Option 2 Additional Anytime Minutes & Unlimited Mobile to Mobile option\***

<b>Additional Anytime Minutes</b>	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	1000 (5000 total)
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<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited				
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\*Subscriber may choose only one of the two option packages above.

**Additional Optional Features**

<b>Share Option</b>	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)
<b>Unlimited Push to Talk</b>	\$5.00 (monthly access per subscriber in addition to discounted monthly access fee)

**America's Choice<sup>SM</sup> for the Federal Government Share Plan: GSA-FSS SUBSCRIBERS ONLY**

<b>Standard Monthly Access Fee</b>	\$28.34**
<b>Anytime Minutes</b>	200
<b>Overage Rate</b>	\$0.25 per minute
<b>Nights and Weekends Minutes<sup>†</sup></b>	Unlimited
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited
<b>Share Option (Non-National)</b>	Included
<b>Unlimited Push to Talk</b>	\$5.00 (per subscriber in addition to discounted monthly access fee)

**Note:** The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. <sup>†</sup>Nights and Weekends terms and conditions apply <sup>††</sup>Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. **Share Option:** Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option. **Non-National Sharing:** Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing. \*\*The America's Choice for Business 200 Share plan is only available as a Non-National Share plan. **Push to Talk:** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

<b>Push to Talk Unlimited Calling Plan: GSA-FSS SUBSCRIBERS ONLY</b>	
A discount has been applied and this plan is not eligible for any further discounts.	
<b>Monthly Access Fee</b>	\$19.99 (Unlimited One to One and Group Calling)
<b>Regular Cellular Voice Allowance</b> †	N/A
<p><b>Push to Talk:</b> Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.</p>	

<b>Voice and Data Choice Bundles for the Federal Government: GSA-FSS SUBSCRIBERS ONLY</b>			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
	<b>Federal Government 300 Bundle Plan</b>	<b>Federal Government 600 Bundle Plan</b>	<b>Federal Government 1000 Bundle Plan</b>
<b>Discounted Monthly Access Fee</b>	\$47.99	\$60.99	\$72.99
<b>Anytime Minutes</b>	400	600	1000
<b>Overage Rate</b>	\$0.25 per minute		
<b>Domestic MB Allowance</b>	Unlimited		
<b>Nights and Weekends Minutes<sup>†</sup></b>	Unlimited		
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited		
<b>Friends &amp; Family for Government*</b>	Up to 10 Numbers for Entire Account, Not Per User		
<b>Domestic Text Messages</b>	Unlimited		
<b>National Access Roaming</b>	\$0.002 per Kilobyte		
<b>Shared Minute Option</b>	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
<b>Global Email Unlimited MB Allowance</b>	\$16.00 (monthly access per subscriber in addition to standard monthly access fee)		
<p><b>Note:</b> See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. <sup>†</sup>Nights and Weekends terms and conditions apply. <sup>††</sup>Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. <b>Share Option:</b> Sharing is available only among Government Subscribers choosing the Share Option. Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days. *Friends &amp; Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.</p>			

<b>Voice and Data Choice Bundles for the Federal Government: GSA-FSS SUBSCRIBERS ONLY</b>			
Voice and Data Choice Bundles for Business combine an America's Choice for Business plan with unlimited data feature at a discounted price. Voice and Data Bundles for Business are eligible for monthly access fee discounts. A 19% discount has already been applied and is not eligible for any further discount.			
	<b>Core Choice for Business</b>	<b>Extra Choice for Business</b>	<b>Max Choice for Business</b>
<b>Standard Monthly Access Fee</b>	\$64.39	\$88.79	\$137.49
<b>Anytime Minutes</b>	450	1350	4000
<b>Overage Rate</b>	\$0.25 per minute		
<b>Data Allowance (National Access)</b>	Unlimited		
<b>National Access Roaming</b>	\$0.002 per minute		
<b>Subscribers may choose one of the following two options*</b>			
<b>Option 1 (No Additional Charge)</b>	<b>Unlimited Nights and Weekends &amp; Mobile to Mobile option*</b>		
<b>Nights and Weekends Minutes<sup>†</sup></b>	Unlimited		
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited		
<b>Option 2 (No Additional Charge)</b>	<b>Additional Anytime Minutes &amp; Unlimited Mobile to Mobile option*</b>		
<b>Additional Anytime Minutes</b>	100 (550 total)	300 (1650 total)	1000 (5000 total)
<b>Mobile to Mobile Minutes<sup>††</sup></b>	Unlimited		
<b>Additional Optional Features</b>			
<b>Share Option**</b>	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)		
<p><b>Note:</b> See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. <sup>†</sup>Nights and Weekends terms and conditions apply <sup>††</sup>Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.</p> <p><b>Share Option:</b> Sharing is available only among Corporate Subscribers choosing the Share Option. Customer must maintain a minimum of five (5) Corporate Subscriber lines, all choosing the America's Choice for Business Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers (Cross billing system sharing requires, online invoicing or reporting, and a minimum of one hundred (100) Corporate Subscribers choosing the Share Option). Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (Geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.</p>			

**b. Wireless Data Service Pricing Plans**

<b>NationalAccess/Mobile Broadband Calling Plans: GSA-FSS SUBSCRIBERS ONLY</b>	
A discount has been applied and this plan is not eligible for any further discounts	
	<b>Mobile Broadband</b>
<b>Discounted Monthly Access Fee</b>	\$42.99
<b>Optional Feature Access Fee</b>	N/A
<b>Domestic MB Allowance</b>	Unlimited
<b>Overage Rate Per KB</b>	n/a
<b>National-Access Roaming</b>	\$0.002 per Kilobyte
<b>Home Airtime/Min. Rate</b>	\$0.25
<b>Roaming Airtime/Min. Rate<sup>†</sup></b>	\$0.69
<b>Domestic Long Distance<sup>1</sup></b>	Included

<b>BlackBerry/PDA Calling Plans: GSA-FSS SUBSCRIBERS ONLY</b>	
A discount has been applied and this plan is not eligible for any further discounts.	
	<b>BlackBerry/PDA Calling Plan</b>
<b>Discounted Monthly Access Fee</b>	\$34.99
<b>Domestic MB Allowance</b>	Unlimited
<b>Home Airtime/Min. Rate</b>	\$0.12
<b>Mobile to Mobile Calling</b>	Unlimited
<b>Domestic Text Messages</b>	Unlimited
<b>Domestic Long Distance<sup>1</sup></b>	Included
<b>Overage Rate Per KB</b>	n/a
<b>National-Access Roaming</b>	\$0.002 per Kilobyte
<b>Global Email Unlimited MB Allowance</b>	\$16.00 (monthly access per subscriber in addition to standard monthly access fee)

**NOTE:** Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see [www.verizonwireless.com](http://www.verizonwireless.com) for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>†</sup>Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. <sup>†</sup>Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. <sup>†††</sup>Long distance charges will apply when making or receiving calls outside the United States.

<b>Mobile Broadband Connect Feature Plans (for Internet browsing, email, or intranet access)</b>			
Discount has already been applied as indicated herein and is not eligible for any further discount.			
	<b>Optional Feature Access Fee</b>	<b>MB Allowance</b>	<b>National Access Roaming</b>
<b>For Voice &amp; Unlimited VZEmail Optional Feature Subscribers</b>	\$10.00	Unlimited	\$0.002 per Kilobyte

**Notes:** Mobile Broadband Connect is currently available on select voice and data devices, and provides NationalAccess/Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/ or a software update may be required. Bluetooth<sup>®</sup> is not supported with Mobile Broadband Connect. The LG 9800 is not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or \$0.25 per minute.

<b>NationalAccess/Mobile Broadband Calling Plans: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY</b>				
BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.				
	<b>PDA/Smartphone</b>		<b>BlackBerry™ Solution</b>	
<b>Monthly Access Fee</b>	n/a	\$29.99	n/a	\$29.99
<b>Optional Feature Access Fee</b>	\$35.99	\$24.99	\$35.99	\$24.99
<b>MB Allowance</b>	Unlimited	10 MB	Unlimited	10 MB
<b>Overage Rate Per KB</b>	n/a	\$0.005	n/a	\$0.005
<b>National-Access Roaming</b>	\$0.002 per Kilobyte			
<b>Home Airtime/Min. Rate</b>	\$0.25			
<b>Roaming Airtime/Min. Rate<sup>†</sup></b>	\$0.69			
<b>Domestic Long Distance<sup>‡</sup></b>	Included			
<b>Broadband Internet Access Service for select BlackBerry/PDA Devices (modem cable required)</b>				
<b>Monthly Access Fee</b>	\$24.00 when added to an Unlimited BlackBerry/PDA Data Plan without a Voice Plan.			
<b>Monthly Access Fee</b>	\$47.99 when added to a Voice Calling Plan that does not include a data allowance.			
<p><b>NOTE:</b> Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. <sup>†</sup>Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. <sup>‡</sup>Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. <sup>†††</sup>Long distance charges will apply when making or receiving calls outside the United States.</p>				

2.0 Calling Features

<p><b>Calling features put your wireless phone to work for you. And with all the calling features Verizon Wireless offers, you can use your wireless phone to do a lot more than talk. All of our calling plans-national, regional or local – offer you the value and convenience of these included services for no additional monthly access charge. These features may depend upon phone compatibility and digital service and may not be available in all areas.</b></p>				
<p><b>Calling Plan Features are not eligible for any discounts</b></p>				
<p><b>VERIZON WIRELESS CALLING PLAN FEATURES: GSA-FSS SUBSCRIBERS ONLY</b></p>				
<p>Included Features (no additional monthly fee)</p>	<p>Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger<sup>††</sup>, and 411 Connect<sup>SM‡</sup> (Airtime and other charges may apply.)</p>			
<p>The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.</p>				
<p><b>TXT Messaging &amp; Enhanced TXT Messaging<sup>3</sup></b></p>	<p>\$2.99 (100 TXT msgs. included)</p>	<p>\$4.99 (250 TXT msgs. included)</p>	<p>\$7.99 (600 TXT msgs. included)</p>	<p>\$10.00 (Unlimited TXT msgs. included)</p>
	<p>\$0.02 per additional inbound message / \$0.10 per additional outbound message per address</p>			
<p><b>Enhanced TXT Downloads<sup>3</sup></b></p>	<p><b>\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download</b></p>		<p><b>\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download</b></p>	
<p><b>Get Pix - Picture Messaging<sup>4</sup></b></p>	<p>\$2.99 (20 picture messages included)</p>		<p>\$4.99 (40 picture messages included)</p>	
	<p>\$0.25 per additional message</p>			
<p><b>Mobile Web by VZW with MSN<sup>5</sup></b></p>	<p style="text-align: center;"><b>\$4.99</b></p> <p><b>Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. <sup>†</sup>Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</b></p> <p style="text-align: center;"> <b>\$6.95 (100 Included Messages) /</b>  <b>\$8.95 (200 Included Messages) /</b>  <b>\$12.95 (600 Included Messages)</b> </p>			
<p><b>Verizon Wireless International Long Distance Value Plan</b></p>	<p><b>\$3.99 plus applicable airtime and long distance charges</b></p>			
<p><b>GSM International Roaming<sup>6</sup> Global Phone</b></p>	<p>Zone 1 Countries</p>		<p>\$0.69/ minute</p>	
	<p>Zone 2 Countries</p>		<p>\$1.99/ minute</p>	
<p><sup>1</sup>Only available on plans with \$39.99 or higher Access Fee, Mobile to Mobile terms and conditions apply. Calling plans with Mobile to Mobile minutes included, do not qualify for additional Mobile to Mobile minutes in this table. <sup>2</sup>Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. <sup>3</sup>TXT Messaging terms and conditions apply. <sup>4</sup>Get Pix terms and conditions apply. <sup>5</sup>Mobile Web terms and conditions apply. <sup>6</sup>Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.</p>				

Verizon Wireless Terms and Conditions

**Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans**

**Calling Plans and Associated Charges:** Some calling plans or monthly access price points may not be available in all markets. Subscriber’s first partial and full month’s access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber’s phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

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

**Long Distance:** Unlimited domestic long distance is included when calling from the calling plan’s home rate and coverage area, unless otherwise specified in the calling plan.

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

Verizon Wireless Calling Plan Included Features	
Call Waiting <sup>1,6</sup>	Three Way Calling <sup>1,6</sup>
Call Forwarding <sup>6</sup>	No Answer/ Busy Transfer <sup>6</sup>
Caller ID <sup>2,6</sup>	Basic Voice Mail <sup>3,6</sup>
411 Connect <sup>SM 4,6</sup>	Basic TXT Messaging <sup>5</sup>

<sup>1</sup>Airtime charges apply to all calls simultaneously.

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

<sup>3</sup>Airtime charges apply to message retrieval.

<sup>4</sup>411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

<sup>5</sup>TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

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

**Push to Talk:** Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk

Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website [www.verizonwireless.com](http://www.verizonwireless.com) for additional Push to Talk information.

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

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

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

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

**Mobile to Mobile Messaging:** Cannot be combined with any other package that includes a TEXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TEXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TEXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TEXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TEXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see [www.vtext.com](http://www.vtext.com) for details and countries.

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

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

purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at [www.verizonwireless.com](http://www.verizonwireless.com)

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

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

**Verizon Wireless International Long Distance Value Plan:** Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at [www.verizonwireless.com](http://www.verizonwireless.com).

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

**Roaming in CDMA countries outside of the US:** Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

**Roaming in GSM countries:** CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check [www.vtext.com](http://www.vtext.com) for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

#### **VZAccess and VZEmail**

**VZAccess and VZEmail Calling Plans and Features:** VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on [www.verizonwireless.com](http://www.verizonwireless.com). VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit [www.verizonwireless.com](http://www.verizonwireless.com). All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions

without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and “overhead” whether or not Subscriber or recipients actually receive the data. “Overhead” is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber’s PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber’s request.

**Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes:** (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon expiration of Customer Agreement term.

**Unlimited VZAccess and VZEmail:** NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than

applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment’s native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

**VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)):** Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion (“RIM”). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync

Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

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

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

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

### Share Option

**Share Option:** Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

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

sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

**VZEmail Share Plans:** Sharing is available only among Government Subscribers to the VZEmail Megabyte Calling Plan choosing the Share Option on PDA, SmartPhone or BlackBerry Devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Calling Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

### **Equipment and Accessory Pricing I**

Equipment prices are based on the 10,000 line Government Open Market Matrix pricing. Equipment availability and pricing; however, is subject to change at a minimum quarterly. Government subscribers are also eligible to receive a 25% discount off the retail price of qualifying accessories.

## EXHIBIT B SCOPE OF WORK

### 1.0 INTENT:

The intent of this contract is to award a wireless and data services Contractor for the County and eligible agencies in the State of Arizona. The County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

It is the County's intent to contract for wireless and data services only with those companies that own and operate their own Communication Network (GSM, EVDO, WiMax, CDMA, IDEN, TDMA, AMPS, D-AMPS, PCS, SMR, or CDPD) on a national basis. The Contractor must make sure that all latest technologies are included and will continue to be included for the term of the contract.

Verizon Wireless agrees, upon request, to keep the County apprised of the following as they are made generally available to Verizon Wireless' business customers: (i) updates to existing technologies, services, equipment and calling plans; (ii) Verizon Wireless' planned commercial rollout of these new wireless telecommunications technologies ("New Technologies"). Special benefits incorporated in the current Agreement may not be applicable under the new service technology.

#### **ELIGIBLE AGENCIES:**

The following public agencies are eligible to purchase wireless and data services under contract 09099-IGA. Other agencies in the State of Arizona may be added as agreed upon by both parties.

City of Mesa  
 City of Tempe  
 City of Tucson  
 City of Phoenix  
 City of Surprise  
 City of Chandler  
 City of Scottsdale  
 Pima County

### 2.0 SCOPE OF WORK:

The Contractor shall provide wireless and data services to include airtime, equipment and connectivity for the term of the contract.

Verizon Wireless understands and will comply with this requirement.

#### 2.1.1 MANDATORY PLAN FEATURES:

##### 2.1.1.1 Call Waiting

In Verizon Wireless' Call Waiting, an alert tone announces an incoming call when a cellular subscriber is already on the phone. After the subscriber hears the tone, the subscriber has approximately 30 seconds to answer before the second caller hears a standard message or is forwarded to the subscriber's Voice Mailbox. If the subscriber answers the call the first call is put on hold while the second is taken. This feature allows cellular subscribers to be more productive and accessible to the people who need to reach them.

##### 2.1.1.2 Caller ID

Verizon Wireless' Caller ID allows cellular subscribers to see the telephone number of an incoming caller (for all unblocked numbers). Based on this information, subscribers can then make the decision to either answer the call or leave it unanswered and perhaps default to Voice Mail. This service is available to subscribers with specific equipment.

2.1.1.3 3-Way Calling

Verizon Wireless' Three-Way Calling allows the subscriber to speak with two parties at once while on one cellular call. Airtime and other charges, which may include toll or long distance charges, apply for both calls during the three-way call. With this feature there is no need to make several calls trying to relay information to third parties.

2.1.1.4 Blocking

With Verizon Wireless' Call Blocking\*, a customer can limit all calls, international and domestic, to incoming only, outgoing only or local call only. The call restriction features are available for an additional monthly charge per month. Some equipment models also offer call restriction features that can limit subscribers to a predetermined set of numbers. Instructions can be located in the cellular phone owner's manual.

2.1.1.4.1 Call Blocking (Selectively Block Delivery of Phone # to Caller ID)

Please see the response to 2.1.1.4 above

2.1.1.4.2 Line Blocking (Block Delivery of Phone # on All Calls Made)

Please see the response to 2.1.1.4 above

2.1.1.5 Call Forwarding

Verizon Wireless' Call Forwarding (not available in all areas) enables calls to be transferred to another phone number. The subscriber's wireless phone will not ring. Airtime and other charges, which may include toll or long distance charges, apply. This is especially helpful if a subscriber's cellular number is the one people are most accustomed to dialing.

2.1.1.6 Access to Directory Assistance (411)

Verizon Wireless' 411 Search<sup>SM</sup> is an enhanced directory assistance service with automatic connection. 411 Search offers phone numbers, addresses and information providing quick, safe and convenient service with up to three listings and one call connection per call. 411 Search is available in most Verizon Wireless markets by dialing 411 + SEND, currently for \$1.49 (subject to change) per call plus applicable airtime, toll, wireless long distance and landline charges. Calls to 800-555-1212 are not charged \$1.49 and are charged for airtime only. Please refer to Exhibits A and A-1 for details.

2.1.1.7 Discount Rates for Accessories (e.g. Chargers, Car Kits, Antennas, etc.)

As long as the County has at least 100 lines with Verizon Wireless, your government subscribers are eligible to receive a 25% discount off the retail price of qualifying accessories.

2.1.1.8 Free Mobile-to-Mobile Calling (Inter-Carrier Only); on-net calling- calling from mobile to fixed line if they are on the same network.

Verizon Wireless offers Mobile to Mobile, which allows the subscriber to make a call or receive a call from another Verizon Wireless subscriber anytime without using the plan allowance minutes. Mobile to Mobile is available on certain calling plans (it may be offered on select plans without an additional charge or can be purchased, as an option, for an additional monthly fee). Please refer to the pricing in Exhibits A and A-1 for details.

Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line from within the same Mobile to Mobile coverage area. Otherwise the subscriber will be charged the per minute rates as provided in subscriber's applicable calling plan (inter-

carrier calls). Subscribers with national Mobile to Mobile can call any of Verizon Wireless' subscribers from within the Nationwide Home Airtime Rate and Coverage Areas.

Mobile to Mobile does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network (inter-carrier calls). Mobile to Mobile does not apply to calls made or received outside of the subscriber's nationwide or regional Mobile to Mobile area. NOTE: In some markets Mobile to Mobile calls are subject to toll and long distance charges. Taxes, surcharges, and a universal service fee may apply. In addition, some restrictions may apply.

#### 2.1.1.9 Free Wireless Local Number Portability (WLNP)

Verizon Wireless led the wireless industry by supporting Local Number Portability (LNP), which enables wireless subscribers to retain their mobile numbers when switching their wireless service providers, even before the FCC mandated it. Verizon Wireless upgraded its network, trained and educated its employees on LNP, and staffed a new state-of-the-art call center to handle LNP requests. Since LNP became available, wireless subscribers from coast-to-coast have enjoyed the freedom to move their phone numbers to other wireless carriers, and they have overwhelmingly chosen Verizon Wireless as their new carrier.

To port lines in to Verizon Wireless, a subscriber will need to provide the billing name and address, the account number from the old carrier and their organization's federal tax ID number. It is important that the existing service not be cancelled before Verizon Wireless begins the porting process. Once Verizon Wireless has all of the required information, it will submit the port requests for those lines.

Any number that a subscriber wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and Verizon Wireless must be licensed to provide service in that area) and the number must be active with the old wireless carrier.

Verizon Wireless does not currently charge a fee for porting numbers to or from our service. Important Note: Any subscriber who ports a line from Verizon Wireless to another carrier will be responsible for any accrued charges, and any applicable early termination fee, if ported before the end of their line term commitment.

For more information, please visit:

<http://www.verizonwireless.com/b2c/LNPControllerServlet>

#### 2.1.1.10 No In-State Long Distance / Toll / Roaming Charges

All Verizon Wireless Nationwide for Business plans offer subscribers the ability to make or receive calls with no roaming or long distance charges while in the Nationwide Rate and Coverage Area.

#### 2.1.1.11 Pooled and Individual Volume Rate Plans (Offer Specific Breakpoints for Differing Rates)

Please see Exhibits A and A-1 for further detail on the pooled and individual volume rate plans.

#### 2.1.1.12 Voice Mail

Verizon Wireless' Voice Mail service allows callers to leave a message when the cellular number they have called is in use or unavailable. The service gives subscriber the option to either record a greeting in their own voice, or simply record their name to be used in a standard system greeting. Callers are able to designate their message as "urgent," and if they do so, then these messages will float to the top when they are being retrieved. Customers are also able to retrieve messages from any touch-tone phone.

#### 2.1.1.13 Maintain full compliance with FCC E911 mandates.

Verizon Wireless has successfully implemented extensive network components, purchased modified handsets, and completed a complex series of tasks associated with providing enhanced 911 (E911) Phase I and Phase II location services to Public Safety. We provide an Assisted Global Positioning System that works in coordination with an Advanced Forward Link Trilateration (AGPS/AFLT) handset solution to

serve the designated 911 centers, also called Public Safety Answering Points (PSAPs). This system supports Phase II E911 Service requests. This system has several benefits. It relies on enhancements to the wireless handset and underlying network to provide superior location services.

Verizon Wireless continues to meet the schedule set by the Federal Communications Commission in October 2001. As of December 31, 2007, we have deployed Phase I E911 service to approximately 60% of the 6,700 PSAPs in 49 states.

The deployment of network upgrades in Verizon Wireless' markets is in advance of most of the PSAPs' requests. Approximately half of the 6,700 PSAPs have not yet upgraded their systems to use the enhanced 911 data or have not requested Phase II E911 service from Verizon Wireless.

Until all PSAPs upgrade their systems, calls made from subscribers' E911-capable handsets to 911 call centers will still go through and appear with only the data the PSAP is capable of receiving. These 911 call centers will not be able to read or use the GPS-generated location information and may still need to rely on the mobile caller to tell them where they are located. The County's subscribers are encouraged to contact their local police or fire department if they have questions about local 911 capability to accept and use the E911 data from mobile calls in their area.

Since December 31, 2003, all of the handset models Verizon Wireless sells are GPS-capable of transmitting their E911 location. Verizon Wireless offers a wide variety of handsets with Global Positioning System (GPS) capabilities to be used in conjunction with E911 services.

Verizon Wireless has an audible tone to confirm that 911 has been properly dialed. This feature was added by device manufacturers to assist blind subscribers in making 911 calls and is consistent with manufacturers' obligation under the 1999 Wireless Communications and Public Safety Act to make devices accessible to and usable by people with visual impairments.

- 2.1.1.14 Wireless/Data capability – Must meet FBI encryption requirements when used within Law Enforcement Applications. *A minimum of 128 bit encryption using an acceptable industry standard such as triple DES, AES. Encryption shall be under the control of the law enforcement agency.*

The following is a breakdown of encryption methodologies for the BlackBerry, Exchange ActiveSync, and Good Mobile Messaging applications.

**BlackBerry:** This solution relies on triple data encryption standard (3DES). A 3DES algorithm is used to encrypt all data sent between the handheld and the corporate network/desktop client. (Note: BlackBerry Web Client does not encrypt email, but supports SSL and the handheld password protection).

BlackBerry® Enterprise Solution with the S/MIME Support Package increases the level of security provided by the BlackBerry solution. It incorporates device and desktop software components and BlackBerry® Enterprise Server Client Access Licenses (CALs) to provide organizations with extended security features such as:

**Certificate and private key management tools** – Users can store their private key and their contacts' public keys on their BlackBerry smartphone and synchronize certificates and keys when they connect their Smartphone to their PC.

**Public Key Infrastructure (PKI) support** – BlackBerry Enterprise Solution with the S/MIME Support Package works with popular PKIs, including Entrust® PKI versions 5 and 6, Verisign® and Netscape®.

**Wireless support for certificate lookup and validation** – Obtain certificates from Windows® certificate stores, Lightweight Directory Access Protocol (LDAP) certificate servers, a secure LAN location or a Common Access Card (CAC) SmartCard. Organizations can also verify certificate status wirelessly via Online Certificate Status Protocol (OCSP) and Certificate Revocation List (CRL) servers.

**Support for encrypting and decrypting PIN and email messages** – Users can experience all of the benefits of sending and receiving S/MIME messages from their BlackBerry smartphone while they're on the go.

The free download is available at <http://www.blackberry.com/go/smime>

Organizations that deploy Java™-enabled BlackBerry smartphones with the S/MIME Support Package benefit from an additional layer of security and end-to-end authentication. S/MIME Support is only available with BlackBerry Enterprise Server for Microsoft Exchange and BlackBerry Enterprise Server for IBM Lotus Domino \*\*S/MIME Support Package CALs are available for BlackBerry smartphones with 16 MB of memory or more.

Exchange ActiveSync: All data sent from the subscriber's mobile device to the enterprise Exchange Server is encrypted within an SSL tunnel using RC4 keys. Additionally, customers using the latest Windows Mobile and Windows Server software versions can also implement 3DES or AES ciphers. Exchange ActiveSync is a FIPS 140-2 certified solution. With Exchange ActiveSync, there are no NOCs, relays, third-party servers or other services that the enterprise is dependent upon outside of its own Internet connectivity and servers.

Good Mobile Messaging: All data sent from the subscriber's computer to the device and back again is encrypted utilizing Advanced Encryption Standard (AES) the industry leading data protection standard. The encryption is also FIPS 140-2 validated (Federal Information Processing Standards Publication 140-2). The Good Mobile Messaging solution relies on establishment of a virtual private network (VPN). The VPN is established between the desktop and the wireless device. All data is encrypted while in the VPN tunnel.

Good Mobile Messaging S/MIME is a wireless email solution that extends S/MIME security benefits such as authentication, privacy and integrity of email to Windows Mobile® smartphones. In addition, Good Mobile Messaging S/MIME is designed to work with Department of Defense (DoD) Public Key Infrastructure (PKI) and Common Access Cards (CACs).

#### S/MIME highlights

- Compose, send, receive and read signed, encrypted or signed+encrypted email
- Support for secure Bluetooth and USB CAC reader communication
- Intuitive 3-click CAC pairing
- Verify certificates from handheld
- Automatically verify certificates from server
- Server-based certificate look-up and validation via LDAP and OCSP
- Support for Name Check Suppression
- Automatic, hassle-free access to certificates stored in personal contacts

#### 2.1.1.15 Availability of Regional and Nationwide plans

Verizon Wireless has not proposed any regional plans as part of this offer. Verizon Wireless offers a variety of wireless calling plans to meet each subscriber's various calling needs. Due to the variation in individual subscriber usage, Verizon Wireless has proposed an array of National plans with Anytime Minutes designed to meet the usage characteristics of each individual subscriber. In the included Pricing and Equipment offer, Verizon Wireless has proposed a number of pricing plans that we believe would be appropriate and attractive to the County. Please refer to Exhibits A and A-1 for pricing and additional details.

#### 2.1.1.16 Synchronization for down/up load

Verizon Wireless offers multiple software packages to synchronize data to your Mobile Smartphone/PDA.

For BlackBerry Devices the BlackBerry Desktop Redirector works with your BlackBerry handheld to deliver email from your Microsoft Exchange, Lotus Notes, POP3, Hotmail, or AOL account. Furthermore, it can support desktop synchronization of your Calendar, Notes, and Contact Lists. (If you utilize a BlackBerry Enterprise server, your calendar will be synchronized over the air).

Verizon Wireless offers Exchange ActiveSync (VersaMail client required) and Good Mobile Messaging for Microsoft Mobile Smartphone and Palm OS Devices. These services work with your PDA to synchronize

data over the air to your handheld. They include synchronization of email, as well as PIM information (Contacts, Calendar, and tasks). Please see your account manager for further information.

Lotus Notes Traveler is supported by Windows Mobile 5 and newer devices

2.1.1.17 On-Site equipment installation services for vehicles.

Upon request from the County, Verizon Wireless will determine, on a case-by-case basis, its ability to provide on-site equipment installation services for vehicles.

2.1.1.18 PM services twice a year, to include upgraded software and/or firmware versions.

With advanced notice, Verizon Wireless will assist with PM services twice a year, to include upgraded software and/or firmware versions

2.1.1.19 Free Land-Line Calling to Pre-Designated Number(s)

Verizon Wireless' Friends & Family® is positioned to address the County's request for Free Landline Calling to Pre-designated Numbers on select rate plans. Verizon Wireless' Friends & Family is a calling feature that allows customers unlimited voice calling to and from the 10 (ten) numbers they call the most – anytime, anywhere in the U.S.<sup>1</sup>, choose numbers on any network – even landlines. Combined with our great network and Mobile to Mobile calling, Friends & Family for Government is a new, high-value feature that provides unlimited calling to those you do business with the most (vendors/colleagues) – add up to 10 telephone numbers to be shared by the lines on the account, depending on your eligible plan type. Please refer to the section entitled “Additional Information” in section 2.3.35 for further details.

2.1.1.20 Free Nights and Weekends Calling

Nights and Weekends Calling is available in a variety of Verizon Wireless rate plans. Please refer to Exhibit A, A-1 Pricing for Verizon Wireless' Pricing and Equipment Offer included within this contract.

2.1.1.21 Free Nationwide Long Distance Calling

Domestic long distance service is included in a variety Verizon Wireless rate plans. Please refer to Verizon Wireless' Pricing and Exhibits A, A-1 included within this contract.

2.1.1.22 Overage Management

Comply. Verizon Wireless offers our customers the option to change calling plans at any time to best fit actual calling patterns.

Verizon Wireless currently offers Quarterly Business Reviews (QBRs) to many of our Government customers. A QBR is a high-level organizational review of services, behavior and practices with Verizon Wireless. Our QBRs are free of charge and are presented quarterly, encompassing the previous 13-month period. Included in the QBR presentation are analysis reports to show overall usage. Verizon Wireless also provides personalized recommendations on price plans and equipment based on analysis of the data. In addition, QBRs accomplish the following:

- Provide a periodic high-level update of key wireless program metrics.
- Help ensure best possible value for your agency's wireless expense.
- Identify specific areas that need further focus, such as:
  - Lines that could benefit from price plan optimization
  - Identification of obsolete devices
  - New ways that wireless technology can support your agency's mission
- Clarify and resolve outstanding issues, making it easier to do business with Verizon Wireless.

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<sup>1</sup> Only on calls from Nationwide Coverage Area to designated domestic U.S. landline or wireless numbers (excluding Directory Assistance or subscriber's own wireless or Voice Mail access numbers).

QBR topics for discussion include:

- Organizational Support
- Account Support
- Lines In Service
- Voice and Data Breakout
- Billing and Lines of Service
- Monthly Airtime Overages
- Account Analysis
- Activations
- Deactivations
- Accounts Receivables
- Equipment Inventory
- Next Steps.

In addition to QBRs, Verizon Wireless can provide monthly ad hoc reports to satisfy any additional informational requirements

2.1.1.22.1 Ability to dynamically purchase additional calling minutes to avoid plan overage fees

Verizon Wireless does not currently offer the ability to dynamically purchase additional calling minutes to avoid plan overage fees.

2.1.1.23 Flexibility to change plans or promotional plans

Verizon Wireless offers our customers the option to change calling plans at any time to best fit their actual calling patterns. Verizon Wireless offers several options to continually assist customers in determining the pricing that will best meet their wireless calling needs.

Most of Verizon Wireless' calling plans are based on an allotment of Anytime Minutes for each line or account. If the Anytime Minutes are exceeded, a per minute overage rate, determined by the selected calling plan, will be applied to the excess minutes.

Verizon Wireless does not currently have a system in place to restrict subscribers' usage to Anytime Minutes only. However, most equipment models have a functionality that will allow a subscriber to gauge the number of minutes used. Information on this feature can be found in the equipment owner's manual

2.1.2 DESIRABLE PLAN FEATURES & OPTIONS:

2.1.2.1 Call Plan Options

Verizon Wireless a variety of calling plans and options to meet our customer's requirements. Please see Exhibits A and A-1 Pricing for further details.

2.1.2.2 Free Incoming Minutes

Verizon Wireless does not currently offer Free Incoming Minutes and as a result, has not included this option within its response to the County. However, Verizon Wireless does offer options for both Mobile to Mobile minutes and Verizon Wireless' Friends & Family® for Government subscribers which are included within this offer on select rate plans that will assist the County in managing its wireless communications needs.

2.1.2.3 Month-to-Month Roll-Over Minutes

Verizon Wireless does not currently offer Month-to-Month Roll-Over Minutes. As stated above, Verizon Wireless offers our customers the option to change calling plans at any time to best fit their actual calling patterns. Therefore, Verizon Wireless does not currently offer an option to “roll over” or carry over unapplied or unused monthly Anytime Minutes into the next billing cycle.

2.1.2.4 Data Network Access over Carrier Network GSM and CDMA Mobile Data Service Plans (i.e. Blackberry or comparable), Equipment, & applicable application accessories

Verizon Wireless offers both voice and data services over its wireless communications network. Please see the information relative to our data network at the end of this section.

2.1.2.4.1 NOTE: For security reasons, Contractor shall provide the resources necessary to enable the removal of data/information from Equipment remotely (Over-The-Air or OTA) should Equipment become lost, stolen, or surpluses.

Verizon Wireless understands that enterprise customers have a concern for additional security on advanced devices. Accordingly, Verizon Wireless has joined with Trust Digital to offer “Trust Digital Enterprise Device Security by Verizon Wireless (Enterprise Device Security)”, an application-based, behind-the-firewall enterprise device security solution that is loaded on the County's server. You can choose from three turnkey solutions: Basic, Medium, and High Security settings.

2.1.3 EQUIPMENT OPTIONS (PHONES & OTHER COMMUNICATION DEVICES):

2.1.3.1 Bio-Metric Personal Identification

Verizon Wireless does not currently offer bio-metric personal identification. However, in 2007, Verizon Wireless announced our Open Development Program (OD). This program allows third-party devices, with any application, to operate on the Verizon Wireless network upon successful completion of the OD certification process.

The Open Development certification process consists of two main components: specifications and testing. Both components have been streamlined to facilitate quick entry into the marketplace by compliant device manufacturers. The OD specifications define the industry standards and Verizon Wireless features upon which Testing is based. The documentation required for a device to enter testing is minimal. The testing portion of the OD certification process is designed to be completed in four weeks, not including testing failures or revenue assurance testing. OD specifications, pre-submission documents, and testing information can be found on the OD website. Once the device has been approved for activation, the third-party's customers have access to America's largest and most reliable network.

The Open Development Program not only benefits device manufacturers, but government and business entities as well. OD allows government and business customers to partner with device manufacturers to develop customized device solutions and bring those solutions to the marketplace quickly.

To date, there are over 60 OD-compliant devices. Most of the devices are classified as machine-to-machine (M2M), including routers and telemetry devices.

We recognize the wireless future will be built on collaboration and to that end we have announced the Verizon Developer Advisory Board, which is comprised of 11 member companies representing developers both large and small. This is a forum designed to provide valuable feedback about how the Verizon Developer Community and the Verizon Wireless applications store are built and will evolve, as well as to foster a productive and innovative developer ecosystem.

Verizon Wireless has developed custom data solutions for government applications and businesses in many different industries. As an example, Pocket Cop™ software provides access to Local, State and Federal criminal justice database systems, DMV records, wants and warrants, as well as dispatch call information

utilizing AES end-to-end encryption. Your Verizon Wireless government account manager, working with one of our third-party solutions developers, can assist the County in evaluating which of these applications could be implemented to increase efficiency and lower operating costs. For more information, please contact your Verizon Wireless account manager.

For more information on Open Development, please visit the following web site: <http://www.verizonwireless-opendev.com>.

2.1.3.2 Biotelemetry (e.g. GPS)

VZNavigator<sup>SM</sup> allows subscribers to map their location, find nearby points of interest, and get audible turn-by-turn directions on select wireless handsets. VZNavigator is a downloadable Get It Now<sup>®</sup> application that uses GPS positioning to tell you where you are, what's near you, and give you directions to places, quickly and easily. VZ Navigator is available nationwide, while customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming.

The following VZ Navigator services are available:

- Audible Turn-by-Turn Navigation: Provides subscribers turn-by-turn directions via audible voice directions (i.e. verbal cues such as "turn left onto Main Street in 0.2 miles") as the subscriber travels the route from current location to destination.
- Point of Interest Lookup: Allows subscribers to find locations such as landmarks, restaurants, ATMs, banks, stores, etc. based on their GPS location.
- Location Mapping: Displays a subscriber's position or other location via the GPS satellite network on a detailed color map that can be quickly panned and zoomed.
- Place Messaging: Allows a user to send a location to another VZ Navigator subscriber. Upon the receipt of the message, VZ Navigator will launch on the recipient's phone, allowing the recipient to map or navigate to the location. Meeting a friend for dinner? Search for the restaurant and send the location to your friend. If the recipient is not a VZ Navigator subscriber, the message will come as a standard SMS message.
- VZ Navigator website: Map locations, search for Points of Interest, manage favorites, and synchronize Recent Searches and Favorites with your phone. Plan your trip on [www.vznavigator.com](http://www.vznavigator.com) <./././merkeev/Local%20Settings/Temporary%20Internet%20Files/OLK1F5/www.vznavigator.> and then synchronize with your phone.

NOTE: User will not receive audible directions during a trip if user switches to MAP mode or is on a call.

VZ Navigator is available on two different applications:

- **Handsets** - VZ Navigator is a Get it Now (GIN) application and must be downloaded from the Get it Now catalog.
- **BlackBerry** - VZ Navigator is also now a BlackBerry application (8830, Pearl 8130 and Storm) and must be downloaded via the Web Browser to the application on the device.

\*Airtime or Megabyte(MB) charges do not apply for usage, however, megabyte charges apply for application downloads and upgrades. BlackBerry devices activated on an unlimited data plan are not charged airtime or usage. The size of the applications for download purposes (MB billing) for VZ Navigator can be up to 2 MB.

See Exhibits A and A-1 for pricing.

2.1.3.3 Camera/Video picture transmission

Please see Exhibits A and A-1 pricing for picture and video messaging options.

2.1.3.4 Dual/Tri-Mode/Quad-Mode which include multiple digital modes and frequency bands

Please see Exhibits and A-1 pricing for picture and video messaging options.

2.1.3.5 GSM capable for International coverage as applicable

Verizon Wireless is proposing its BlackBerry Tour (9630) to meet this requirement. However, Verizon Wireless also offers other devices that provide this type of international coverage.

2.1.3.6 External Data ports for computer connection: minimum 56kb throughput rate

Tethering devices, Verizon Wireless is proposing its BlackBerry Tour (9630) to meet this requirement. However, Verizon Wireless also offers other devices that provide this type of functionality.

2.1.3.7 Two way push-to-talk with less than 3 second access time, and 1 second latency

Verizon Wireless offers the Motorola Barrage V860 ruggedized device to meet this requirement. In addition, Verizon Wireless has introduced interoperability between our Push to Talk (PTT) service and Land Mobile Radio (LMR). Push to Talk LMR Interoperability Solutions enables the Verizon Wireless Push To Talk service to communicate with devices on private Land Mobile Radio networks. PTT-LMR is a simple, easy, cost-effective way for any organization that communicates with large groups of mobile workers, including those in government/public safety, transportation and utilities, to extend their coverage beyond the traditional geographic limitations of their LMR system - creating a broader LMR reach that includes the nation's largest and most reliable wireless network<sup>2</sup>.

LMR is a private, two-way radio system that operates similarly to walkie-talkies on certain defined frequencies [primarily VHF/UHF] – it is not associated with cellular coverage. For example, a city's police department may use a LMR network to communicate within the department.

Verizon Wireless' Push to Talk service lets you use a Push to Talk-enabled mobile device like a walkie-talkie for instant two-way communication. Push to Talk is ideal for anyone who needs to communicate quickly with other team members or employees. You can talk to one individual or an entire group with just the push of a button. You can also make regular phone calls on the same device.

Benefits of interoperability:

- PTT can be a less expensive alternative to expand the reach of LMR than building out a private LMR network in new geographic areas.
- Connect to a broader area when operating PTT with LMR - LMR users have greater reach because they can call any PTT user anywhere on the Verizon Wireless Push to Talk network – the largest PTT network in the U.S.
- Allows employees to expand their communication group when LMR connects with PTT.

PTT interoperability with LMR allows a PTT user (on the Verizon Wireless network) to seamlessly communicate with LMR users (on the LMR network) and vice versa. A standard PTT device, referred to as the "PTT donor radio<sup>3</sup>", is connected to the LMR gateway. The PTT donor radio is connected via the USB/micro-USB connection on a device and audio is connected via the audio jack. When a PTT donor radio receives a call from another PTT user, the donor radio bridges or patches the communication to the LMR gateway, which in turn connects the communication to the LMR donor radio – all communication between LMR and PTT goes through the PTT donor radio. To talk to a LMR user, a PTT user would initiate a One-to-One call to the PTT donor radio, or initiate a Group Call to a group that includes the PTT donor radio. To talk to a PTT user(s), a LMR user would initiate a call to a LMR donor radio (LMR is typically all group communication). Essentially, the calling experience is the same whether a PTT user calls another PTT user or a LMR user.

Each PTT donor radio supports:

- 500 groups of up to 49 other PTT users.

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<sup>2</sup> PTT LMR is not intended as an emergency communications service.

<sup>3</sup> Customers will need PTT devices for use with PTT LMR. End users may use any Verizon Wireless PTT device, but only the Motorola Adventure V750 can be used as the PTT donor radio. Customers will need a separate PTT donor radio to enable connection to the LMR gateway.

- One simultaneous call between PTT and LMR users.
- By assigning a donor radio to each group, multiple groups can connect in a single call.

Pricing -

Either a PTT plan or feature is required on each PTT device purchased for PTT LMR interoperability.

A LMR gateway is the key equipment that enables users on PTT and LMR networks to connect and be interoperable - the LMR gateway is available through certain third-party suppliers. Customers will work directly with the supplier to process LMR gateway training, installation and maintenance charges. Please contact your Account Manager for a list of LMR gateway suppliers.

2.1.3.8 Two-way text messaging on voice phones

Text Messaging is the Verizon Wireless two-way short messaging service designed for use throughout the Verizon Wireless coast-to-coast digital service area via a subscriber's wireless handset. Text Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

*Sending a text message from a Verizon Wireless device, only takes three simple steps:*

1. Enter the 10-digit mobile number [recipient does not need to be a VZW subscriber] or Internet email address of the recipient.
2. Compose the message.
3. Press SEND.

The sender's mobile number will be sent with the message. The 160-character limit includes the email address indicated by the sender, the message content, and if provided, the subject and callback number. Message length may vary depending on the other system and equipment factors. Steps to send a text message will vary by make and model of the phone. Refer to the phone user guide for details. Note: Verizon Wireless makes every effort to deliver the message to subscribers of other wireless carriers; however, once the message leaves our network we cannot guarantee it will be properly delivered.

*Sending a text message from any email system with an Internet connection:*

Anyone can send a Verizon Wireless subscriber a text message from any Internet email simply by composing a message and sending it directly to the digital phone. The handset address is the subscribers' 10-digit mobile number or text messaging nickname followed by @vtext.com. For example, 9495551212@vtext.com or YourNickname@vtext.com.

Sending messages from Verizon Wireless' website:

Verizon Wireless subscribers can receive a text message from our website at <http://www.vtext.com> simply by typing in the subscriber's 10-digit mobile number or text messaging nickname@vtext.com, email address and a message. The message will be delivered to subscriber's' handset.

Verizon Wireless' text messaging website - [www.vtext.com](http://www.vtext.com) - is available to anyone with a connection to the Internet. Vtext.com allows subscribers to:

- Send a text message with confirmed delivery to a Verizon Wireless subscriber with Text Messaging service,
- Register the mobile number if are already an existing subscriber with Text Messaging service and enhance the wireless messaging experience,
- Know when messages have been delivered with Confirmed Delivery,
- Create a text messaging wireless nickname,
- Send a message to individuals or groups using an Address Book,
- Set-up Personal Alerts to remember important events,
- Block unwanted messages, and
- Select Information Alerts that allow subscribers to stay connected to the subject of interest.

All currently offered Verizon Wireless digital phones are capable of receiving text messages in the National Enhanced Services Rate and Coverage Area.

See Exhibts A and A-1 pricing for text messaging plans

#### 2.1.3.9 Direct hearing-aid compatible phones (magnetic loop or headset)

Verizon Wireless is in compliance with Section 255 of the Telecommunications Act of 1996, which requires the telecommunications industry to provide equipment and services accessible to and usable by individuals with disabilities.

Verizon Wireless continually works with its vendors and suppliers to encourage them to develop and offer solutions that will enable Verizon Wireless' products and services to be more accessible to all.

Handsets and accessories that are Hearing Aid Compatible (HAC) will work with hearing aids that support the telephone switch feature. This is commonly known as the "T-switch" or "T-coil" that is built into the hearing aids. The telecoil is a small device that is built into some hearing aids for use with the telephone as well as assistive listening devices. HAC products will only work with hearing aids that have a telephone switch.

##### Hearing Aid Compatible Phones

Verizon Wireless currently sells numerous handsets that meet the Federal Communications Commission (FCC) M (microphone) rating standards<sup>4</sup>.

##### Hearing Aid Compatible Accessories

Not all the wireless phones are hearing aid compatible by themselves and not all the wireless phones that are hearing aid compatible work well with all hearing aids. The lack of compatibility may be due to the radio signals generated by the phone or by the hearing aid design. HAC phone accessories are available to allow wireless phones to work better with hearing aids. One such device is the ClearSounds Amplified Power Neckloop. The Hearing Aid Neck Loop offers amplification and hands-free operation with most wireless phones equipped with a 2.5mm headset jack.

To view our HAC products please visit [verizonwireless.com](http://verizonwireless.com).

Verizon Wireless also offers equipment that is compatible with "TTY" devices. A TTY is a telecommunications device that allows people who are deaf or very hard of hearing to communicate by telephone. A TTY has a keyboard used to type a conversation, which is then transmitted as tones over a wired telephone line. The tones are translated to text that appears on a person's TTY screen. To connect the portable TTY device to a wireless phone the TTY must have a 2.5 mm audio jack connection or an adaptor to make it 2.5 mm compatible and a wireless phone that accepts a 2.5mm plug-in. TTYs that have this type of connection are available through specific TTY vendors. To find the most updated product line that has been tested by Verizon Wireless for TTY accessibility with our network, go to **[www.VerizonWireless.com](http://www.VerizonWireless.com)** >About Us>Accessibility (under Related Topics)>TTY/TRS Info. Only TTY compatible phones can be used with a TTY device over digital networks. Verizon Wireless offers a variety of digital wireless phones compatible with a TTY device. Your Account Manager can be contacted for further details regarding which phones are "TTY" compatible.

#### 2.1.3.10 GPS based map display phones

GPS-based map display is available on several devices offered by Verizon Wireless. VZ Navigator<sup>SM</sup> allows subscribers to map their location, find nearby points of interest, and get audible turn-by-turn directions on select wireless handsets. VZ Navigator is a downloadable Media Center application that uses GPS positioning to tell you where you are, what's near you, and give you directions to places, quickly and

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<sup>4</sup> The rating information is provided to the customer on the phone box and on the call out card. This helps the customer determine which phone(s) will work best with their hearing aid. A rating does not mean the phone will work for all customers with hearing aids, it only means it has a greater chance of working. Hearing loss is different for each customer, what will work for one person may not work for another.

easily. VZ Navigator is available nationwide, while customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming.

Subscribers can create a location profile and manage their privacy settings via their handset with the Location Management Media Center application via the Location Management website (<http://www.vzlocationmanagement.com/llspp>). Location Management allows subscribers to configure individual privacy profiles that restrict which applications and services may access their location.

- 2.1.3.11 Radiotelephones with hardened cases. This may be in the form of rubberized cases or corners, or rounded, hardened plastic corners. These phones shall be able to sustain a drop from 3' height onto a concrete surface, on any three axis, without damage.

Verizon Wireless offers the Motorola Barrage V860 - built to withstand harsh environmental conditions and provide reliable performance for customers with outdoor lifestyles. The Boulder phone is compliant with multiple Military Standards including exposure to temperatures in excess of 140°F, storm conditions of two inches of rainfall per hour with high winds, submersion in one meter of water, extreme vibration, solar radiation, drops from 1.5 meters, and resistance to dust. Please See Exhibits A and A-1 pricing of this contract for further details on the equipment offered in this response.

- 2.1.3.12 Dual number capability

Verizon Wireless' network no longer supports dual number capability equipment.

- 2.1.3.13 Hands free units for vehicles

Verizon Wireless offers a variety of separately priced hands-free units for vehicles. Please refer to [verizonwireless.com](http://verizonwireless.com) for further details on available accessories.

- 2.1.3.14 Import/Export Data (e.g. via CDPD, CDMA, EVDO, 1xRTT, EDGE, Wi-Fi, Bluetooth, WI Max etc.) and any other technologies that become incorporated into vendors business solutions

Please see information on the Verizon Wireless network in the section entitled Additional Information after Section 2.3.35 G.

- 2.1.3.15 Java Programmable

Verizon Wireless offers devices that are Java programmable. Please See Exhibits A and A-1 pricing for further details on the equipment offered in this response.

- 2.1.3.16 Personal Data Assistant (PDA)

Verizon Wireless offers a variety of Personal Data Assistant handsets from which the County may choose that best meets its requirements. Please refer to Exhibits A and A-1 pricing included within this contract.

- 2.1.3.17 Site-Specific Repeaters to Improve Service Accessibility

Upon request from the County, Verizon Wireless can evaluate the County's internal coverage needs. The steps listed below can be used to assess the feasibility and pricing for the internal coverage required.

- Verizon Wireless surveys the building to determine existing coverage
- Locations are identified where optimal coverage is required
- Verizon Wireless evaluates and determines the type of equipment necessary to meet the needs of the County
- Verizon Wireless and the County determine the optimal location for equipment installation
- Verizon Wireless and the County agree upon the proposal, pricing and timing

After determining the feasibility of a customized solution necessary to increase in-building coverage for the County, Verizon Wireless will provide a detailed implementation and pricing schedule, which is outside the scope of this proposal. A separate contract for this effort will be required. In order to implement the customized solution, it may be necessary for Verizon Wireless to acquire necessary leases, permits or zoning changes. Thereafter, Verizon Wireless can install, test and optimize the equipment. Please contact your Government Account Manager for further details.

#### 2.1.3.18 Web Browser

Mobile Web 2.0 provides access to premium Internet content and email accounts from the subscriber's handset. Mobile Web 2.0 provides access to email from AOL, Yahoo and MSN, sports scores, weather reports, news, and much more, including content from Verizon Wireless and other providers. Note: Mobile Web is not available on Smartphones and BlackBerry devices, which are supplied with more full-featured web browsers.

Mobile Web 2.0 offers the following features:

- Dropdown headlines – Quick and simple access to the articles you want to read the most.
- Numbered article pages – Navigation is faster to save you time because you no longer have to click through all the links to get to where you want to go.
- Headlines on all category and subcategory pages – More options for better content.
- 10-Button navigation – More options per page save you time and effort.
- Shortcuts – Surf more efficiently and save time because you won't have to click back and then navigate through the portal.
- Search – Find the mobile content you are looking for and save time with the new Search function.

Unless subscribed to an optional V CAST package, megabytes sent and received (including advertising) for Mobile Web 2.0 browsing will be aggregated each month, rounded up to the next full megabyte, and billed per megabyte. Please note: Mobile Web 2.0 does not provide full Web surfing. Sites are formatted to optimize phone's screen size.

#### 2.1.3.19 Equipment Refresh Program

A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price.

#### 2.1.3.20 IP-Based Applications

Verizon Wireless offers our customers a variety of options for IP addressing on data devices that provide differing levels of accessibility, protection and manageability. Simple IP offers dynamic IP addressing exclusively for basic data services. Mobile IP is available for more advanced data devices, such as data cards and embedded modems, and it allows for both dynamic IP and static IP options.

##### Protocol Options - Simple and Mobile IP

Verizon Wireless offers Simple IP and Mobile IP. Simple IP provides dynamic IP addressing exclusively. Verizon Wireless also offers Mobile IP that allows for both dynamic IP and static IP options. All solutions offered on the Verizon Wireless Mobile Broadband network (EV-DO) will be Mobile IP only (MIP). The Mobile IP (MIP) standard also offers additional security with device authentication, preventing false registration through Dynamic Mobile IP Update (DMU); the DMU standard enables stronger cryptographic keys - 128-bit authentication - and stronger authentication of MIP registration messages.

##### Addressing Options

Verizon Wireless offers standard public IP addresses, just as those provided by a traditional Internet service provider (ISP). These IP addresses can be assigned to the mobile device either dynamically or statically by Verizon Wireless. These unrestricted IP addresses allow customers to have full Internet access, including full visibility to any other devices on the Internet.

Verizon Wireless offers Protected IP Pools for use with such devices as Push-to-Talk (PTT) and BlackBerry. This pool will allow the device to access Verizon Wireless services, as well as the Internet, but it will block unsolicited traffic from the Internet. This option reduces the exposure to various forms of Internet abuse, such as worms, viruses, and denial of service attacks.

The following table summarizes the key capabilities of Verizon Wireless' IP options available to our customers to address their individual needs.

IP Options	
Dynamic IP	Enables random address from a generally available pool provided by enterprise customers to mobile endpoints.
Static IP	Enables the mobile endpoint to maintain the same IP address every time it connects to the Verizon Wireless hosted IP option.
Mobile IP	With Mobile IP the packet data session is not dropped each time the user changes location. The session continues as long as the mobile device is connected to the home agent.
Simple IP	With Simple IP a new packet data session is initiated when the user changes location. The packet data session ends when the user moves to a new location.

#### 2.1.3.20.1 "Canned" Programs

Business customers may opt to provide Internet Restricted IP addresses to their mobile devices. These public IP addresses will be assigned statically, and managed by Verizon Wireless. They offer access to any Verizon Wireless hosted services, but access to the Internet will not be provided by Verizon Wireless. All traffic to and from these devices will only route across a Fixed End Solution (FES), a private connection between the Verizon Wireless data network and the enterprise customer's data network. This FES can be a server-to-server VPN, dedicated facility (e.g. T-1), or the Verizon Business Private IP (MPLS) network. Data devices provisioned with Internet Restricted IP addresses will have access to data applications and services that are hosted by the enterprise on its data network. Verizon Wireless does not provide Internet access with this IP pool. If the customer's mobile data devices are to have Internet access, then the customer must provide Internet access via proxy in its data network. This option reduces the exposure to various forms of Internet abuse such as worms, viruses, and denial of service attacks.

Enterprise customers may also implement the Verizon Wireless Private Network (PN) solution, which allows the use of private, non-Internet routable IP addresses to be assigned to the enterprise's mobile devices. The Private Network solution extends the enterprise's existing corporate LAN architecture to its mobile devices - in addition to reducing exposure to various forms of Internet abuse, it gives greater control of the mobile device's access to the enterprise.

#### 2.1.3.20.2 Custom Programming Services

Verizon Wireless understands this to mean:

##### Fixed Mobile Convergence (FMC)

Verizon Wireless has developed a multi-phased technology roadmap designed to meet a broad set of goals related to Fixed Mobile Convergence (FMC). Each phase is designed to marry capability requirements with technology advances, as they become available to Verizon Wireless. Verizon Wireless' FMC phases can be summarized as follows:

Phase 1 - Wireless Office – Commercially Available. Hosted product designed to offer basic Private Branch Exchange (PBX) features as an extension to Verizon Wireless mobile handsets. Efficiency and productivity-based features will be accompanied by cost reduction features associated to location or defined dial plans.

Many companies use a complicated combination of traditional landline and wireless services to manage their telecommunications requirements. Verizon Wireless now offers a simple solution - Wireless Office - a suite of wireless services that brings calling features previously only available on office desktop phones to Verizon Wireless mobile phones, allowing companies to eliminate redundant lines and maintenance fees. Wireless Office keeps your mobile employees more productive, increases their mobility and accessibility, and requires no additional infrastructure. Wireless Office also enables your employees to use their wireless

numbers as their single phone number in or out of the office — a convenient and efficient feature that may reduce overhead expenses.

Phase 2 - Advanced PBX Mobile Extension – Commercially Available. True PBX extension product offering single office number reach capabilities with Single voicemail and additional integration options associated with directory services, presence, email, and conference servers.

PBX Mobile Extension improves enterprise mobility by extending the corporate phone number, voicemail, and all of the desktop phone functionalities to the various voice end points, such as cell phones, satellite phones, home phones, and Wi-Fi and VoIP phones. This solution enables mobile workers to achieve in-office responsiveness and productivity from the car, the warehouse, the home office, the guest cube, and everywhere else in between.

PBX Mobile Extension helps companies achieve fixed-mobile convergence and true enterprise mobility by bridging the corporate PBX infrastructure with all wireless and mobile voice endpoints. PBX Mobile Extension works with PBX systems from multiple vendors and integrates both traditional TDM and new IP based systems. Large enterprises typically have PBXs from multiple providers due to dual-sourcing strategies and mergers. A mobility solution that only accommodates one provider's PBX can have inherent limitations for the enterprise. Many enterprises have installed or are considering IP-based phone systems (PBX) as a result of potential functionality improvements and cost reductions. Integrating these new systems with the existing (TDM) PBXs can cause challenges and potentially "rip and replace" scenarios. The same integrations built into the PBX Mobile Extension platform that enable wireless extension across a heterogeneous PBX environment also enable the integration of IP-PBX into the existing environment. It functions as telephony middleware by abstracting the interface to the TDM environment.

PBX Mobile Extension also delivers voice continuity by leveraging an off-site, backup system that will continue to ring the additional devices in a user's profile during a PBX outage. If the corporate PBX fails, the off-site PBX Mobile Extension continuity system will continue sending calls to the wireless devices and other wire line phones.

PBX Mobile Extension offers a comprehensive set of communications policies that can be controlled via a web interface or telephone interface. Communications policies can be employed on a per user basis to better manage the telecom infrastructure and monitor communications effectiveness. Security measures can control user access and privileges; classes of service guarantee network capacity for high priority calls; and call routing and restrictions can reduce costs by forcing calls across lower cost routes.

Phase 3 - IP Multimedia Subsystem (IMS) Based Convergence – Available in 2010. Full featured IP Multimedia System-based converged service offering focused on full transparency between landline and mobile handsets for all feature sets associated with an enterprise Internet Protocol – Private Branch Exchange (IP-PBX) and IP-based VM platform.

Phase 3 is married to the deployment of IP Multimedia Subsystem (IMS) architecture. This development will provide the fabric for transparent deployment and management of next generation products and services across all available transport mediums:

- IMS-based call control, policy management and security
- Full-feature transparency across enterprise and carrier's networks
- Support for VoIP

The products and services detailed above provide examples of some of the full range of services available through Verizon Wireless. Your Verizon Wireless Government Account Manager, Renee Chappelle will be able to review your individual requirements and suggest products and services that will meet your current and future needs.

#### 2.1.3.20.3 Security Services

Verizon Wireless takes the County's information security concerns seriously. We operate under a detailed, rigorous information security policy, and we maintain physical, electronic and procedural safeguards to protect the security of our internal systems.

Verizon Wireless secures your information on our network by:

- Employing strong user authentication technology to make certain that only authorized users and devices connect to the Verizon Wireless network and systems.
- Implementing internal and external security procedures to guard our networks and applications against unauthorized access.
- Installing firewalls and intrusion detection sensors configured to notify IT staff in the event of an attack on the network.
- Monitoring the Verizon Wireless networks around the clock at our Network Operation Centers.
- Maintaining an active security patch management process to deploy updated software releases when reliable sources identify potential security vulnerabilities.

Verizon Wireless utilizes Code Division Multiple Access (CDMA) Digital Sequence Spread Spectrum for all digital traffic passed over the air. Due to the nature of CDMA traffic, we are confident that this standard will meet most security concerns. Data is scrambled using Random Keys, and is passed over multiple paths before it is sent over the Internet. For further security over the air, as well as over the Internet, Verizon Wireless suggests the use of additional security software such as Secure Sockets Layer (SSL) or Virtual Private Network (VPN) software.

The inherent strengths of the security protocols embedded in CDMA technology secure your information on our network.

#### 2.1.3.20.4 GPS enabled Services

Please see Exhibits A and A-1 pricing for pricing on the following products.

#### **VZNavigator**

VZNavigator<sup>SM</sup> allows subscribers to map their location, find nearby points of interest, and get audible turn-by-turn directions on select wireless handsets. VZNavigator is a downloadable Get It Now<sup>®</sup> application that uses GPS positioning to tell you where you are, what's near you, and give you directions to places, quickly and easily. VZ Navigator is available nationwide, while customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming.

The following VZ Navigator services are available:

- Audible Turn-by-Turn Navigation: Provides subscribers turn-by-turn directions via audible voice directions (i.e. verbal cues such as "turn left onto Main Street in 0.2 miles") as the subscriber travels the route from current location to destination.
- Point of Interest Lookup: Allows subscribers to find locations such as landmarks, restaurants, ATMs, banks, stores, etc. based on their GPS location.
- Location Mapping: Displays a subscriber's position or other location via the GPS satellite network on a detailed color map that can be quickly panned and zoomed.
- Place Messaging: Allows a user to send a location to another VZ Navigator subscriber. Upon the receipt of the message, VZ Navigator will launch on the recipient's phone, allowing the recipient to map or navigate to the location. Meeting a friend for dinner? Search for the restaurant and send the location to your friend. If the recipient is not a VZ Navigator subscriber, the message will come as a standard SMS message.
- VZ Navigator website: Map locations, search for Points of Interest, manage favorites, and synchronize Recent Searches and Favorites with your phone. Plan your trip on [www.vznavigator.com](http://www.vznavigator.com/merkeev/Local%20Settings/Temporary%20Internet%20Files/OLK1F5/www.vznavigator.com) and then synchronize with your phone

NOTE: User will not receive audible directions during a trip if user switches to MAP mode or is on a call.

VZ Navigator is available on two different applications:

- Handsets** - VZ Navigator is a Get it Now (GIN) application and must be downloaded from the Get it Now catalog.
- BlackBerry** - VZ Navigator is also now a BlackBerry application (8830, Pearl 8130 and Storm) and must be downloaded via the Web Browser to the application on the device.

## Field Force Manager

Field Force Manager is a comprehensive mobile resource management solution that enhances information and process flow between field workers and the office thereby increasing productivity and efficiency. It combines a handset application and a customer web portal that allows business customers to manage and monitor their mobile workforce from a centralized location. Field Force Manager uses Verizon Wireless' Location Based Services platform and operates across the Verizon Wireless' National Enhanced Coverage and Service Area.

With Field Force Manager, you can track field workers in near real-time, analyze employee time, and dispatch remote workers wirelessly. Customer service requests can be sent quickly to the nearest team member in the field. Additionally, field workers can submit time as well as job data back to the business office, receive job assignments, and get turn-by-turn driving directions to new jobs right from their wireless device.

### *Features*

- **Location and Tracking.** Uses rich, detailed mapping to show the location and location history of field workers; provides location information when users clock in and out; shows where they are when they accept and complete jobs; creates an audit trail to validate job information for customers; and generates turn-by-turn driving directions.
- **Electronic Timecards.** Provides employees an automated way to capture their time, and gives employers the ability to export this information into many current payroll systems for processing and to analyze it.
- **Editable Timecards.** Web portal users now have the ability to correct the date/time of timecard shifts and breaks for employees
- **Individual Worker Hours of Operation.** Now instead of having the hours of operation apply to the whole company, you can set it for each individual worker or group of workers. Also control individual worker privacy features.
- **Dispatch.** Provides an automated way to manage customer service requests, dispatch field personnel and track job progress in near real-time through completion.
- **Integration Web Services.** The County can use our web service application programming interface (API) without additional fees. These APIs are used to take the information, such as timecard, location, job dispatch, as well as other data collected by the Field Force Manager application and integrate that information with your current payroll, database or other back-end office system.
- **At-a-Glance Report.** This report provides Web portal users all of the key performance metrics tracked by Field Force Manager.
- **Faster Delivery.** Expedited delivery of job info, messages and locations to the handset.
  - Requires No Text block on account
  - Requires 3.0 client for feature phones/3.1 client for advanced devices

### *Benefits*

- **Visibility -** Central monitoring of field operations leads to increased worker productivity and customer satisfaction
- **Efficiency –** Streamlined processes such as communication, timecard capture and job dispatch help reduce operating costs.

Field Force Manager is available from Verizon Wireless for government customers in the following packages:

- **Basic -** Includes features such as worker location and tracking, simple job dispatch, electronic timecards, mobile messaging, and text-based driving directions.
- **Premium -** Includes all the Basic features plus job and workflow management and audible and map enabled turn-by-turn driving directions.

Our latest Field Force Manager release, Field Force Manager 3.0, enhances the usefulness of our award-winning mobile workforce management solution.

New Field Force Manager web portal capabilities include:

- Mapping enhancements including draggable maps, improved map zooming, and user-selectable map style
- More worker actions shown on maps
- Hierarchical group structure
- Group-specific forms and locations
- Work-zone configuration improvements.

New Field Force Manager client improvements include:

- Picture capture into a Field Force Manager form (Field Force Premium only)
- Spanish language menu option
- Improved text-based driving directions (Field Force Manager Basic only) fastest, shortest, avoid freeways, etc.
- Enhanced activation (zero button client activation, immediate GPS send upon client activation)

Packages include the handset application and Web portal access, deployment assistance, customer training and unlimited data transport. A qualifying voice calling plan and compatible handset<sup>5</sup> are required. Field Force Manager is now compatible with Push to Talk<sup>6</sup>.

### **Fleet Administrator**

Verizon Wireless offers Fleet Administrator<sup>SM</sup>, an automatic vehicle location (AVL) solution for managing a fleet of vehicles. Fleet Administrator is a vehicle-installed wireless system that bundles Verizon Wireless data access with a PC-based automatic vehicle locator application and location monitoring device. With Fleet Administrator, you can easily locate, monitor, and manage your Government fleet from a desktop computer. The solution provides users with real-time and historic reporting on all vehicles to help the City reduce operating costs, increase worker productivity, streamline processes, and improve customer satisfaction.

Fleet Administrator utilizes Verizon Wireless' NationalAccess (1xRTT) nationwide network.<sup>7</sup> The location monitoring device collects information through Global Positioning System (GPS) satellites and transmits it to the AVL server every 15 minutes where it can be accessed and viewed on a desktop PC running the Fleet Administrator software through an Internet connection.

### ***Features and Benefits***

Fleet Administrator provides the following features and benefits:

- Mapping. Increase productivity through real-time display of a vehicle's locations on graphical maps.
- Vehicle Tracking and Status. Improve fleet efficiency by monitoring all vehicles' locations and status.
- Customer Sites. Monitor productivity of vehicles assigned to a particular area.
- Activity Reports. Improve vehicle utilization by analyzing a driver's or fleet's activity through dynamic and flexible reporting. Available reports include: customer site, mileage, activity, stops, trips, overspeed, and idle.
- Geofence (a defined geographic area) Monitoring. Custom define a driver's territory. Reports can track travel inside the territory and provide reports and alerts for geofence entries and exits.
- Prepackaged Solution. Verizon Wireless provides a simple, complete solution that's easily deployed with little or no system integration and clear upfront costs.

### ***Functionality***

Vehicles are monitored in real-time, recording the following information that is displayed via the Fleet Administrator software on a desktop PC:

- Date and Time - Displays individual or groups of vehicles by date

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<sup>5</sup> Field Force Manager is available on a number of devices, check with your account representative for details.

<sup>6</sup> On the Motorola Adventure V750 and the Verizon Wireless Motorola Barrage V860.

<sup>7</sup> If a vehicle leaves the NationalAccess coverage area, the device will continue to record and store location information, but it will not transmit until the vehicle re-enters the NationalAccess coverage area.

- Vehicle Location and Direction - Provides vehicle location and directional information via desktop PC
- Speed - Monitors vehicle speed
- Vehicle Stops - Displays stop and start log
- Enter/Exit Geofences – System will provide enter/exit data based on the City’s custom-set “Geofence” parameters
- Ignition/Battery On/Off Signals - Monitors vehicle ignition information

The Fleet Administrator packaged solution includes:

- Monthly service fee per device – See Section VI for service pricing.
- Vehicle monitoring hardware (CDMA 1XRTT hard-mountable modem) – See Section VI for equipment charge
- Full installation – Monday through Friday 8:00am-5:00pm (an additional charge may apply if installation is off-hours)
- 2MB of data transport on the NationalAccess network per device, per month
- Desktop software for tracking and managing fleet vehicles, installed by the customer on the office computer to be used to dispatch/track vehicles
- Training

#### 2.1.3.21 Rental versus purchase of equipment and insurance plans with deductible

Please note that Verizon Wireless does not currently offer equipment rental. Verizon Wireless offers the following equipment coverage programs that available for an additional monthly fee:

- Total Equipment Coverage - Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless’ Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer’s warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Subscribers may add Total Equipment Protection within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible.
- Asurion Wireless Phone Protection<sup>8</sup> - Within 30 days of activating a new device<sup>9</sup>, you may purchase device insurance through Verizon Wireless but provided by Asurion<sup>10</sup>. Verizon Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions<sup>11</sup>. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment<sup>12</sup>.
- Extended Warranty - Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

#### 2.1.3.22 Inventory control by department, possibly through web access

Verizon Wireless offers an on-line tool, called My Business Account, that government customers can use for online bill presentment, online bill payment, and to manage their account. Customers log into My

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<sup>8</sup> Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

<sup>9</sup> Netbooks sold through Verizon Wireless are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Verizon Wireless. Netbooks are in the Advanced Devices WPP Tier: \$6.00/month and \$89 deductible.

<sup>10</sup> You may cancel your coverage at any time and receive a pro-rated refund of your unused premium.

<sup>11</sup> Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of \$1500 for advanced devices and \$250 for phones.

<sup>12</sup>Asurion may fulfill claims with new or remanufactured equipment. In general, claims are fulfilled with the same make and model you claim. If this is not possible, a like-kind make and model will be substituted. Color, feature and accessory compatibility are not guaranteed.

Business Account with a user name and password, and then navigate through the application to view service information, view statements or to make a payment.

My Business Account is organized in easy-to-use “tabs”. Customers simply click on the tab they need based on what they want to accomplish. My Business Account has the following functionality:

- Administration – The Administration tab allows the agency point of contact to perform several useful functions that help manage their account. From the Administration tab, users can view their agency profile, manage billing accounts, create Government or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by the customer directly in My Business Account. Business Structures allow the customer to organize their billing accounts by department, geographic territory, or in whatever way best meets their needs. By doing so, users will be able to see a cost summary for each business structure. For example, a customer may have 50 mobile numbers and 10 billing account numbers. The point of contact could create a business structure for their Marketing department, another for Finance and another for Sales.
- Statements – The Statements tab provides a quick, easy method for customers to review their balance, last payment and a summary of current charges. In addition, customers can view usage and charges related to their entire business or a particular account. From the statements page, customers can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.
- Payments – The payments tab allows businesses to apply payments to their account(s). Customers can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to customers if a payment is reversed or declined.
- Reports – The Reports tab offers customers the ability to pull data based on usage or cost. For example, a customer can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, customers can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. They can receive usage details for such things as peak, off-peak and nights and weekends. Reports help customers manage their account and make informed decisions about their service.
- Help – The Help tab is a tool for customers to help them learn how to use My Business Account and find answers to frequently asked questions. The My Business Account “On-line Tutorial” can be found in the Help tab and is a useful tool to help educate customers on using the application. The Support tab is a sub tab under Help that provides interactive demos on how to set up business structures, make payments, and manage users.
- Account Maintenance – Customers can manage account activity on-line through the account maintenance tab. The account maintenance tab offers a range of functionality such as updating account information, changing a voice mail password, completing a local telephone number change or checking the status of a port. This section of the application will continue to become more robust with future releases.

Future enhancements to My Business Account will include: the ability to order equipment, change calling plans, add/delete features, purchase new lines of service, upgrade equipment, purchase accessories, and advanced reporting and analytics.

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link: [http://www.verizonwireless.com/SMB/account\\_demo/index.html](http://www.verizonwireless.com/SMB/account_demo/index.html).

#### Detailed Billing

In addition, Verizon Wireless provides detailed billing at no additional charge for government customers. A detailed bill will show all charges pertaining to each mobile telephone. In addition, all outbound calls will show the number dialed, time, date and minutes used. Inbound calls will only show the time, date and minutes used.

- 2.1.3.23 Specify your company’s ability to provide portable repeaters (COWs) for emergency situations as well as the procedure to request this service.

Verizon Wireless uses the following considerations to determine whether to implement a Cell On Wheels (COW):

- an engineering assessment of current available coverage and capacity to determine whether the need could be addressed by a simpler and faster solution;
- prioritization of the request versus other pending requests;
- the determination of a true emergency and
- an official request from emergency responders.

The average deployment time can vary widely. Time to deployment may be impacted by factors such as the availability of interconnection with a local carrier, or whether microwave service is available. In an emergency situation, if a COW is available, it can be deployed typically within 24 hours or less. Your Verizon Wireless' account representative can provide further details upon request.

**2.2 DATA CARRIER SERVICES:**

The vendor/carrier provider may offer a separate proposal for digital data-only service on a (Phoenix-Tucson-I10 Corridor) basis. Such data service should be a packet switched type network, although streaming data is allowed if demonstrated that peak-hour message delivery time is not greater than 10 seconds. Data service coverage should be 98% of the Phoenix and Tucson metro areas, to a 3 watt mobile data radio in a vehicle with a 3 dB gain outside antenna. Ideally coverage would encompass all of Maricopa County. These service areas may include rural areas as serviced by Law Enforcement personal. The Contractor shall produce RF Propagation maps (generated by an independent third party company like Nielson rating services) for their Data Network.

Pricing for such data service MUST be a flat monthly charge, based upon unlimited usage within the entire service area. Systems which have been determined to meet the intent of this specification include but are not limited to the CDPD network, and the SBC Mobitex network and EDNO. The Contractor must meet AZ DPS and FBI encryption requirements.

Verizon Wireless considers its RF Propagation maps proprietary and confidential. Verizon Wireless has exceptional data network coverage in the Phoenix and Tucson metro areas (see Exhibit D), Verizon Wireless considers network coverage percentages as confidential and proprietary information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. In addition, per Section 2.3.27, the County may also use the long term carrier service evaluation portable unit to confirm network coverage with Verizon Wireless' assistance.

**Mobile Broadband Plan**

Our Mobile Broadband service, powered by our Evolution-Data Optimized (EV-DO) network, has recently been enhanced with EV-DO Rev. A technology. This enhanced technology provides typical download speeds of 600 Kbps – 1.4 Mbps and typical upload speeds of 500-800 Kbps when using an EV-DO Rev A-capable data card in the Mobile Broadband coverage area. Mobile Broadband subscribers using an EV-DO Rev.0-capable device in the Mobile Broadband coverage area will experience typical download speeds of 400-700 Kbps and typical upload speeds of 60-80 Kbps.

Mobile Broadband enables remote workers and road warriors to quickly download complex files, access corporate applications, and view email attachments on their notebooks. Mobile Broadband CDMA technology also provides authentication and data protection and is compatible with many virtual private networks (VPNs). With Mobile Broadband-compatible equipment, this service is presently available to more than 284 million people in 264 major metropolitan areas and 269 primary airports in the U.S. and is expanding coast-to-coast. When Mobile Broadband subscribers travel outside the Mobile Broadband coverage area, they will be seamlessly transferred onto Verizon Wireless' National Access high-speed wireless 1xRTT service. National Access is available anywhere in the National Enhanced Services Rate and Coverage Area.

**2.3 MANDATORY CONTRACTOR BUSINESS REQUIREMENTS:**

These Business requirements are to be applicable to all Voice and Data plans and/or technologies as applicable.

2.3.1 Shall Own & Operate Their Own Communication Network(s) (GSM, CDMA, IDEN, TDMA, AMPS, 3G and maybe even 4G))

Verizon Wireless owns and operates its own CDMA wireless communications network.

2.3.2 Shall Not Impose A Minimum Term Length for Calling Plans

Verizon Wireless does not impose a minimum term length for calling plans for government subscribers. However, equipment must be in service for a minimum of 10 months to avoid full retail pricing on replacement purchases.

2.3.3 Shall Not Impose Service Activation Fees

Verizon Wireless Activation Fees are waived for Government Liable Subscribers under this contract.

2.3.4 Shall permit all participating entities to Switch or Terminate Service Plans without incurring a Penalty or Obligating Owner to Additional Contract Terms (unless "free equipment" was included in plan)

Verizon Wireless will permit all participating entities to switch or terminate Service Plans without incurring a penalty or obligating owner to additional contract terms. However, equipment must be in service for a minimum of 10 months to avoid full retail pricing on replacement purchases. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy or if plans are chosen and then changed in order to achieve more favorable equipment promotional pricing.

2.3.5 Shall Provide a Service Availability Topography Map for Arizona and for the entire continental United States. The Contractor shall provide for all PPA's actual RF Propagation maps of the Contractor's network.

While Verizon Wireless has exceptional network coverage areas (see coverage maps) throughout Arizona and the entire US, Verizon Wireless considers network RF propagation maps as confidential and proprietary information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage.

2.3.6 Shall Terminate Service to Lost or Stolen Equipment within Two (2) Hours of Owner Notification to the Contractor.

Verizon Wireless will terminate service for lost or stolen equipment within two (2) hours of notification.

2.3.7 Shall provide ability to change service plan within month for a short time frame with no penalty. Participating entities would be required to maintain a list of authorized users that are allowed to request short duration service plan changes based on travel requirements. As travel requirements dictate, users may request service plan changes from Regional to Nationwide Coverage plans.

Verizon Wireless is proposing its Nationwide Calling plans to accommodate the needs of the County's subscribers; locally, regionally and nationally without the need to temporarily change calling plans. Verizon Wireless can work with the County to accommodate its subscribers with this type of request.

2.3.8 CD-ROM, EDI, or IP Based Billing & Reporting

The Verizon Wireless My Business Account solution is a Web-based reporting and invoicing tool that can assist your accounting department in managing your wireless usage, as well as help them evaluate trends, create reports, and more. My Business Account lets the County address its billing needs in an easy-to-use, accessible format and perform many reporting and accounting functions, including:

- Receiving online invoicing for corporate-liable lines and access accounts in an easy-to-use, online interface. Download and save paper invoices in PDF, CSV, or XML formats.
- Viewing individual phone information, such as airtime usage and call details, with real-time usage data.
- Modifying mobile number and user information.

The My Business Account tool provides you with secure Internet access and navigable, intuitive, user-friendly menus that direct you to specific online tools. My Business Account features include:

Online orders—Streamline device ordering for new and existing corporate-liable users with the online ordering site available with My Business Account. This feature is available to the County-defined authorized users.

User access management—Give employees access to My Business Account from a single user name and password. Multiple security levels allow the County to grant different employees varying degrees of access, from view-only to account maintenance or bill payment.

- **Account maintenance**—Assign information, including user name, user ID, and cost center, to each mobile number.
- **Reports**—Create cost-center, account-level, or company-wide reports that contain airtime usage and charges information. Users can set their own billing periods and get summary information, as well as export information to CSV and XML formats as needed.
- **Unbilled usage**—Obtain unbilled usage information, including airtime minutes, megabytes, or text messages used per employee. Data is available within 24 hours of usage.
- **Customized hierarchies**—Define account hierarchies by cost center or department. Once the hierarchy has been selected, the user can drill down on a selected node from the hierarchy to get names and device information.
- **Paperless billing**—Flag your accounts for paperless billing from an easy-to-use, online interface.
- **Online bill payment**—Use one-time automated clearing house (ACH) or recurring ACH and credit card payments to pay bills by account.
- **Potential for growth**—Enjoy online bill presentment and payment, as well as initial account maintenance. Verizon Wireless plans to roll out additional phases to provide business customers with a single interface for orders, billing, reporting, and maintenance.

#### 2.3.8.1 Two (2) Separate Billing Accounts

Verizon Wireless can create bill levels on accounts which will send individual bills per level to whatever address is specified. The system can accommodate multiple billing accounts based upon the subscribers needs.

2.3.8.2 Itemized Charges (one for equipment and one for airtime) The County wishes to import all billing and equipment data into a separate application for charging back their internal departments. The proposer’s billing must be machine readable form so that all data can be imported.

Verizon Wireless will comply with this requirement within the scope of its billing system. The Raw Data Download (RDD) is a standard report available through My Business Account and is the method by which companies can download call detail for multiple mobile numbers in .csv format, which can be re-imported into an Excel spreadsheet or uploaded into a company’s internal systems for re-configuration. Raw data is available approximately five (5) days after the end of the bill cycle for the bill account. Due to billing system limitations, detailed data regarding the specific type of equipment be purchased may not be available

Note: The raw billing data is specific to the bill account and if you have multiple bill accounts on different bill cycles, your raw data may be available at different times throughout the month.

2.3.8.2.1 State billing methods available to the County. (i.e. paper and cd, web portal, EDI, XML, etc....)

Verizon Wireless is proposing that the County utilize its MyBusiness web portal to meet its billing requirements. Billing is also available in paper format. Please see our response above to section 2.3.8.

2.3.8.2.2 As an attachment; provide all data fields available, their variable lengths and characteristics. (i.e. time, currency, date, text, etc...)

Verizon Wireless will provide an example of MyBusiness data fields upon request of prospective users.

2.3.8.2.3 All electronic billing must match paper invoices. Note: The County will pay based on electronic billing format.

My Business Account allows you to view current and up to six months of historical billing statements online, as well as the option to print the statements. You can choose to go “paperless” and eliminate the distribution of paper monthly statements. You can also distribute a copy of the end-user bills via email using the Memo Bill Distribution option in the Advanced Reporting/Invoicing section of My Business Account.

2.3.9 Equipment (Phones & Other Communication Devices)

See Section 2.1.3 for specifications on select equipment.

2.3.10 Bank of On-Hand Equipment Spares (Quantity 5 per model type and associated accessories) for New Service Activation and Equipment Replacements for each Agency you do business with. These can be activated at any time 24 hours a day for emergency purposes. Billing for spare devices will begin when those devices are activated only.

Verizon Wireless does not typically supply spare devices. However, Verizon Wireless reserves the right to make a small quantity of seed stock devices available at its discretion. Verizon Wireless will work with the County to establish a controlled level of On Hand Equipment Spares for the County to utilize for emergency purposes. However, Verizon Wireless suggests the purchase of additional handsets for emergency purposes to meet any additional equipment requirements that it may need. These handsets would be available on site at your facilities. The County may select a calling plan for the "Emergency Purpose" phones that is appropriate for the usage anticipated. Verizon Wireless generally recommends activating devices on a Flat Rate plan or paying full retail price for (inactive) devices as additional alternative ways to meet a customer's seed stock requirements.

2.3.11 Equipment & Supplies Delivery

2.3.11.1 New & Replacement Equipment & Supplies Shall be Delivered by Contractor to Owners' Requesting Department (Depot Service)

Verizon Wireless is committed to execute on efficient turn around times for the County's orders. Orders received prior to 2pm will have a 24-48hr turn around time. Orders processed after 2pm or on a Friday may have a 24-72 hr turnaround. As exigent circumstances will arise Verizon Wireless is also equipped to process overnight or in some cases same day turnaround. Verizon Wireless is very willing to recognize special needs that arise and will work to make sure that these needs are met.

Normal process time for fulfilling orders is typically 3-5 business days from the receipt of the Purchase Order, subject to availability. Rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Bulk orders of greater than 50 lines may vary in length. Verizon Wireless is not offering to hand deliver all devices to all customers.

2.3.11.2 New & Replacement Equipment & Supplies Designated as Public Safety and Emergency Management Shall be Given Priority Service Delivery

As stated above, rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Bulk orders of greater than 50 lines may vary in length. Verizon Wireless is not offering to hand deliver all devices to all customers.

2.3.12 Electronic Billing Data Shall be received within 10 Days of the Close of the Billing Cycle

The County's Verizon Wireless statement will include monthly access fees that are billed in advance plus charges for your previous voice and data activity, which may be for the prior 30 or 60-day period. Some of these charges (such as international roaming charges) are provided to us by third parties, and will appear on

your statement once we receive them. As a result, Verizon Wireless cannot guarantee that all billing will be rendered within 10 days. Valid charges are payable regardless of any delay in their presentment in your statements.

Verizon Wireless offers an on-line tool, called My Business Account, that government customers can use for online bill presentment, online bill payment, and to manage their account. Customers log into My Business Account with a user name and password, and then navigate through the application to view service information, view statements or to make a payment.

My Business Account is organized in easy-to-use “tabs”. Customers simply click on the tab they need based on what they want to accomplish. MyBusiness Account has the following functionality:

- Administration – The Administration tab allows the agency point of contact to perform several useful functions that help manage their account. From the Administration tab, users can view their agency profile, manage billing accounts, create Government or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by the customer directly in My Business Account. Business Structures allow the customer to organize their billing accounts by department, geographic territory, or in whatever way best meets their needs. By doing so, users will be able to see a cost summary for each business structure. For example, a customer may have 50 mobile numbers and 10 billing account numbers. The point of contact could create a business structure for their Marketing department, another for Finance and another for Sales.
- Statements – The Statements tab provides a quick, easy method for customers to review their balance, last payment and a summary of current charges. In addition, customers can view usage and charges related to their entire business or a particular account. From the statements page, customers can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.
- Payments – The payments tab allows businesses to apply payments to their account(s). Customers can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to customers if a payment is reversed or declined.
- Reports – The Reports tab offers customers the ability to pull data based on usage or cost. For example, a customer can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, customers can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. They can receive usage details for such things as peak, off-peak and nights and weekends. Reports help customers manage their account and make informed decisions about their service.
- Help – The Help tab is a tool for customers to help them learn how to use My Business Account and find answers to frequently asked questions. The My Business Account “On-line Tutorial” can be found in the Help tab and is a useful tool to help educate customers on using the application. The Support tab is a sub tab under Help that provides interactive demos on how to set up business structures, make payments, and manage users.
- Account Maintenance – Customers can manage account activity on-line through the account maintenance tab. The account maintenance tab offers a range of functionality such as updating account information, changing a voice mail password, completing a local telephone number change or checking the status of a port. This section of the application will continue to become more robust with future releases.

Future enhancements to My Business Account will include: the ability to order equipment, change calling plans, add/delete features, purchase new lines of service, upgrade equipment, purchase accessories, and advanced reporting and analytics

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link: [http://www.verizonwireless.com/SMB/account\\_demo/index.html](http://www.verizonwireless.com/SMB/account_demo/index.html)

Regarding billing data being received within 10 days of the close of the billing cycle, Verizon Wireless can enroll the County in “Cycle 10” and enroll them in early raw data download (RDD) which means the data will be pulled by the 20th of the same month. The County can designate cost centers and agency structures which will allow it to use whatever coding it deems necessary up to a certain number of characters.

### 2.3.13 Shall provide option for Split Liability Billing

Verizon Wireless is not proposing Split Liability Billing to the County. However, Verizon Wireless is currently developing a split-billing product. Phase 1 of the Verizon Wireless split-billing product will allow employee subscribers to pay for voice services, while all Blackberry/ PDA charges are billed to their employer. This service is not **available to government customers at this time**.

- 2.3.14 Dedicated Account Service Representative available 8 to 5 Monday through Friday Mountain Standard Time

Verizon Wireless reserves its right to offer the customer support structure the County currently has through Verizon Wireless' Business Service Center (rather than the GSC as detailed below).

Sales Support

The national and local account team members set forth below will serve as the County's primary point of contact during normal business hours to address issues, concerns and wireless communications objectives. The local team member may be available for on-site support, training demos, and product updates.

**Name:** Renee Chappelle

**Title:** Government Accounts Manager

**Address:** 7155 W. Detroit Street., Chandler, AZ - Mail Drop: B1F01

**Telephone:** 602-885-0500

**Email:** renee.chappelle@VerizonWireless.com

**Solutions Consulting**

The Verizon Wireless technical staff have specialized knowledge of cellular networking, switch operations and data applications. System Engineers and Enterprise Data Solutions Managers work with our customers to design and implement complex wireless data applications. In addition, members of the technical staff engage third-party suppliers to develop customized wireless solutions. The technical staff is trained to investigate, diagnose, and resolve customer inquiries in support of the other account team members. The technical staff may be reached at 1-800-922-0204

Additional members of the Enterprise Accounts Customer Service team can provide assistance with:

Activations and deactivations;

Upgrades;

Accessory and equipment orders;

Calling plan and features changes;

Equipment number changes (including serial number);

Billing inquiries;

Technical troubleshooting;

Assumptions of service/bill name changes;

Maintenance requests;

Order review for accuracy and authorized signatures;

Management of the account implementation including accurate and timely contract execution and the preparation of all implementation documentation;

Fulfillment of equipment and activation of service orders including any follow-up with the warehouse and coordination with your authorized contact; and

Preparation of account management reports, research of billing issues and support of non-standard account management reports.

Technical Support

Verizon Wireless provides technical support to troubleshoot and to help resolve technical-related issues. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week. This group of professional specialists can be reached through the BSC's toll free number or toll and airtime free by dialing 611 or \*611 from the wireless phone.

- 2.3.15 Radiotelephone registration:

Each radiotelephone shall be delivered with all required accessories, and ready for use. Carrier registration shall be pre-assigned to the buyer-designated carrier or carriers.

For both standard and rush orders, phones will arrive pre-programmed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen). Once the equipment is received your employees must dial \*228 and follow the prompts to activate their phones. Please note that accessories are separately priced. Verizon Wireless handsets are typically packaged with a standard battery and AC plug-in charger. Additional accessories such as a swivel holster may be packaged with certain handsets. Accessories provided may vary by device.

- 2.3.16 Replacement Equipment Shall be received within 48 Business Hours, i.e., Two Business Days, of Placing Order. Preference may be given to those that provide a retail location and/or account representative that can provide equipment same day service.

Normal process time for fulfilling orders is typically 3–5 business days from the receipt of the Purchase Order, subject to availability. Rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Bulk orders of greater than 50 lines may vary in length. Verizon Wireless is not offering a retail location that can provide same day service.

Verizon Wireless will handle the County's standard orders and rush orders in the following manner:

**Standard Orders**

The County has the option of ordering service and equipment via the Verizon Wireless My Business Account online ordering tool. In the event that online ordering is not available, your authorized contact will forward the request for government subscriber orders to the account team to process for activation of wireless service; employees ordering for personal use can contact your designated customer service team.

Equipment is typically delivered from Verizon Wireless' warehouse within five (5) business days after receipt of request (subject to availability). Bulk order shipping and delivery time may vary in length.

**Rush Orders:**

Your account support team can typically coordinate a rush order via overnight express delivery, subject to equipment availability as long as the urgent request is received by 2:00 p.m. local time, although this may vary depending on area.

In the event of an emergency where overnight delivery will not meet your immediate needs, your authorized employees have the option of "emergency" order fulfillment by contacting either the Account Manager or Business Support Center (BSC) team to determine if a local Verizon Wireless Communications Store may provide the required emergency equipment replacement. .

Verizon Wireless suggests the purchase of additional handsets for emergency purposes. These handsets would be available on site at your facilities. You may select a calling plan for the "Emergency Purpose" phones that is appropriate for the usage anticipated.

- 2.3.17 Wireless Local Number Portability (WLNP) Requests Shall be completed within Two (2) Business Hours, i.e., Two Business Days, of Placing Order.

Verizon Wireless led the wireless industry by supporting Local Number Portability (LNP), which enables wireless subscribers to retain their mobile numbers when switching their wireless service providers, even before the FCC mandated it. Verizon Wireless upgraded its network, trained and educated its employees on LNP, and staffed a new state-of-the-art call center to handle LNP requests. Since LNP became available, wireless subscribers from coast-to-coast have enjoyed the freedom to move their phone numbers to other wireless carriers, and they have overwhelmingly chosen Verizon Wireless as their new carrier.

To port lines in to Verizon Wireless, a subscriber will need to provide the billing name and address, the account number from the old carrier and their organization's federal tax ID number. It is important that the existing service not be cancelled before Verizon Wireless begins the porting process. Once Verizon Wireless has all of the required information, it will submit the port requests for those lines.

Any number that a subscriber wants to port must first be eligible for porting. Eligibility is based on the geographic locale of the number (the number must remain associated with the same geographic area and

Verizon Wireless must be licensed to provide service in that area) and the number must be active with the old wireless carrier.

**A single wireless-to-wireless port is typically accomplished between three (3) hours and one (1) day. Landline-to-wireless ports typically occur within four (4) days.** Please note: Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old wireless carrier.

During the porting process, subscribers may occasionally have no service on their handsets while the Mobile Telephone Number (MTN) is being transferred between carriers. Verizon Wireless cannot provide service until the MTN has been activated on the Verizon Wireless network. At the same time, the incumbent carrier may have disconnected service from the incumbent network.

Verizon Wireless does not currently charge a fee for porting numbers to or from our service. Important Note: Any subscriber who ports a line from Verizon Wireless to another carrier will be responsible for any accrued charges, and any applicable early termination fee, if ported before the end of their line term commitment.

For more information, please visit:

<http://www.verizonwireless.com/b2c/LNPCControllerServlet?zipcode=10701&market=10701>

2.3.18 Contracting public entities to receive Network priority during declared states of Public Emergency.

Verizon Wireless has worked closely with the National Communication System (NCS) of the Department of Homeland Security to develop national Wireless Priority Service (WPS) on the Verizon Wireless Code Division Multiple Access (CDMA) voice network. WPS is a federal program that will provide the benefit of priority network access for certain government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

Verizon Wireless has begun to deploy the service in the most highly populated government markets across the United States and will continue to add additional markets. WPS does not support services available on Verizon Wireless' data network.

**Using Wireless Priority Service:**

During times of emergency, WPS will give emergency service personnel - including Federal, state and local government officials, law enforcement agencies and designated private sector responders - priority in placing calls. While priority calls do not preempt calls in progress, WPS will allow authorized users to gain priority access to the next available wireless channel, thereby increasing their probability of call completion during an emergency. Calls placed by individuals without priority access will still be given access to the network.

Once WPS is activated, registered users simply dial \*272 before dialing the 10-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel.

**How to Sign Up for WPS:**

To take advantage of WPS on the Verizon Wireless network, authorized national security and emergency preparedness users must first apply to the NCS to receive this service by visiting the NCS' website at <<<<http://wps.ncs.gov/request.html>>>>. Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the user's account. Users may also contact their Verizon Wireless Account Manager or the WPS Activation and Support department at 877-262-2950 for further information.

2.3.19 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the contractor

(including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

Verizon Wireless is not an Equipment Manufacturer and as such will pass along to the County Manufacturers' Equipment Warranty only. Verizon Wireless will not guarantee the Equipment. Verizon Wireless will reasonably assist the County with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the County will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines. Warranties on accessories may vary.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

Verizon Wireless offers subscribers several alternatives for obtaining replacement handsets. These alternatives include exchange programs for devices in and out of warranty as well as optional extended warranty insurance programs.

#### **New Equipment**

Subscribers may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase.

#### **Defective Equipment**

If a device is found to be defective more than 30 days after the purchase date, Verizon Wireless can assist the subscriber with placing a warranty claim with the device manufacturer. Alternatively, if the subscriber would prefer an immediate replacement device and the malfunctioning device is still within the manufacturer's warranty period (typically one year), the subscriber may obtain a Certified Like New Replacement in exchange for the defective unit at no charge.

**Note on all Certified Like New Replacements:** Subscribers are eligible for a refurbished handset unit if device is defective as defined in the manufacturer's warranty. Certified Like New Replacements will be either the same make/model as the defective unit or a comparable model (subject to availability). Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program.

#### **Equipment Protection Programs**

Verizon Wireless also offers the following programs available for an additional monthly fee:

- **Extended Warranty (Open Market item)**  
Under the Extended Warranty Program, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only. Verizon Wireless will exchange defective equipment (after the 13th month) with a new or refurbished unit. The Extended Warranty is available for purchase within 15 days of activation or equipment upgrade. The monthly fee for this program is currently \$1.99 per line.
- **Asurion Wireless Phone Protection<sup>13</sup> (Open Market item)**  
Within 15 days of activating a new device, you may purchase handset insurance through Verizon Wireless but provided by Asurion. Verizon Wireless will bill your account, on behalf of Asurion, \$4.49 per month for each non-advanced device and \$6.00 for each advanced device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions. For approved claims, Asurion will provide new or refurbished replacement devices for a \$39 (non-advanced device) or \$89 (advanced device) fee.
- **Total Equipment Coverage (Open Market item)**  
Total Equipment Coverage (TEC) combines the coverage of the Extended Warranty and Wireless Phone Protection programs. Replacement equipment units will be provided under the applicable program guidelines. Subscribers may add Total Equipment Protection within 15 days after equipment activation or upgrade. The

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<sup>13</sup> Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

monthly fee for this program \$5.99 for each non-advanced device and \$7.99 for each advanced device and each approved insurance claim is subject to a \$39 (non-advanced device) or \$89 (advanced device) deductible.

**Standard Upgrade**

Wireless equipment that has been in service for a minimum of 10 months is eligible for an equipment upgrade at the Government discounted pricing regardless of contract vehicle chosen. If the equipment is upgraded or replaced due to loss or theft of the device prior to completing 10 months of service, full retail price may be charged.

**2.3.20 MAINTENANCE (Local):**

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventoried in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

**Sales Support**

The national and local account team members set forth below will serve as the County's primary point of contact during normal business hours to address issues, concerns and wireless communications objectives. The local team member will be available for on-site support, training demos, and product updates.

**Name:** Renee Chappelle  
**Title:** Government Accounts Manager  
**Address:** 7155 W. Detroit Street., Chandler, AZ - Mail Drop: B1F01  
**Telephone:** 602-885-0500  
**Email:** renee.chappelle@VerizonWireless.com

**Solutions Consulting**

The Verizon Wireless technical staff have specialized knowledge of cellular networking, switch operations and data applications. System Engineers and Enterprise Data Solutions Managers work with our customers to design and implement complex wireless data applications. In addition, members of the technical staff engage third-party suppliers to develop customized wireless solutions. The technical staff is trained to investigate, diagnose, and resolve customer inquiries in support of the other account team members. The technical staff may be reached at 1 800 922-0204

Additional members of the Enterprise Accounts Customer Service team can provide assistance with:

- Activations and deactivations;
- Upgrades;
- Accessory and equipment orders;
- Calling plan and features changes;
- Equipment number changes (including serial number);
- Billing inquiries;
- Technical troubleshooting;
- Assumptions of service/bill name changes;
- Maintenance requests;
- Order review for accuracy and authorized signatures;
- Management of the account implementation including accurate and timely contract execution and the preparation of all implementation documentation;
- Fulfillment of equipment and activation of service orders including any follow-up with the warehouse and coordination with your authorized contact; and
- Preparation of account management reports, research of billing issues and support of non-standard account management reports.

Technical Support

Verizon Wireless provides technical support to troubleshoot and to help resolve technical-related issues. Technical Support Specialists are available twenty-four (24) hours a day, seven (7) days a week. This group of professional specialists can be reached through the BSC's toll free number or toll and airtime free by dialing 611 or \*611 from the wireless phone.

2.3.21 ELECTRONIC COMMERCE:

Respondents shall describe their ability to provide and maintain, at a minimum, an Internet web site that contains their complete Services and Equipment Schedule (SES) as well as product specifications and service options, the service agreement, a coverage map, contact information for order placement, problem reporting, equipment maintenance and billing concerns.

In addition to the SES, contractor should provide a discounted pricing schedule of all plans available under the scope of the awarded contract. Current prevailing market rate should be shown for reference and confirmation of discount offering as applicable to contract terms.

Electronic Billing Data Shall be received within 10 Days of the Close of the Billing Cycle and include specific internal County billing codes formatted for ease of use in the County's Accounts Payable system and viewable on the web with secured logins for specified County personnel. The invoices must match the purchase orders issued to contractor.

Verizon Wireless offers an on-line tool, called MyBusiness Account, that government customers can use for online bill presentment, online bill payment, and to manage their account. Customers log into My Business Account with a user name and password, and then navigate through the application to view service information, view statements or to make a payment.

My Business Account is organized in easy-to-use "tabs". Customers simply click on the tab they need based on what they want to accomplish. MyBusiness Account has the following functionality:

- Administration – The Administration tab allows the agency point of contact to perform several useful functions that help manage their account. From the Administration tab, users can view their agency profile, manage billing accounts, create Government or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by the customer directly in My Business Account. Business Structures allow the customer to organize their billing accounts by department, geographic territory, or in whatever way best meets their needs. By doing so, users will be able to see a cost summary for each business structure. For example, a customer may have 50 mobile numbers and 10 billing account numbers. The point of contact could create a business structure for their Marketing department, another for Finance and another for Sales.
- Statements – The Statements tab provides a quick, easy method for customers to review their balance, last payment and a summary of current charges. In addition, customers can view usage and charges related to their entire business or a particular account. From the statements page, customers can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.
- Payments – The payments tab allows businesses to apply payments to their account(s). Customers can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to customers if a payment is reversed or declined.
- Reports – The Reports tab offers customers the ability to pull data based on usage or cost. For example, a customer can view the "20 longest phone calls" or a "summary of cost by month". Additionally, customers can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. They can receive usage details for such things as peak, off-peak and nights and weekends. Reports help customers manage their account and make informed decisions about their service.
- Help – The Help tab is a tool for customers to help them learn how to use My Business Account and find answers to frequently asked questions. The My Business Account "On-line Tutorial" can be found in the Help tab and is a useful tool to help educate customers on using the application. The Support tab is a sub tab under Help that provides interactive demos on how to set up business structures, make payments, and manage users.
- Account Maintenance – Customers can manage account activity on-line through the account maintenance tab. The account maintenance tab offers a range of functionality such as updating account information, changing a voice mail password,

completing a local telephone number change or checking the status of a port. This section of the application will continue to become more robust with future releases.

Future enhancements to My Business Account will include: the ability to order equipment, change calling plans, add/delete features, purchase new lines of service, upgrade equipment, purchase accessories, and advanced reporting and analytics. My Business customization for equipment, price plans and terms and conditions by individual account is not currently available. My Business is able to provide coverage maps and product specifications.

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link: [http://www.verizonwireless.com/SMB/account\\_demo/index.html](http://www.verizonwireless.com/SMB/account_demo/index.html).

Regarding billing data being received within 10 days of the close of the billing cycle, Verizon Wireless can enroll the County in "Cycle 10" and enroll them in early raw data download (RDD) which means the data will be pulled by the 20th of the same month. The County can designate cost centers and agency structures which will allow it to use whatever coding it deems necessary up to a certain number of characters.

The County's Verizon Wireless statement will include monthly access fees that are billed in advance plus charges for your previous voice and data activity, which may be for the prior 30 or 60-day period. Some of these charges (such as international roaming charges) are provided to us by third parties, and will appear on your statement once we receive them. As a result, Verizon Wireless cannot guarantee that all billing will be rendered within 10 days. Valid charges are payable regardless of any delay in their presentation in your statements.

**2.3.22 PERSONAL EMPLOYEE PLANS AND EQUIPMENT: (INCLUDED IN EXHIBIT A)**

Use of proposed Employee Plans will be at sole discretion of each contracting entity and any applicable statutes that govern such opportunities.

2.3.22.1 Employees who contract for cellular telephone and related services are individually responsible for all associated expenses, including, but not limited to: repair; battery replacement; battery chargers; clips; cases; monthly provider service fees; replacement of lost, stolen, or non-repairable devices; service contract termination fees; up-front fees; and all call/transmission charges.

Verizon Wireless offers a government employee-liable discount. The approved qualifying discount for Verizon Wireless' calling plans for the County is 15% off of published consumer calling plans with an access fee of \$34.99 or greater. Employee liable accounts are subject to individual credit check, 2-year Customer Agreement and an early termination fee (ETF). With respect to employee subscribers, there is a two-tiered ETF structure. With the purchase of a standard device, lines terminated prior to the expiration of their subscriber line terms will incur a declining ETF in an amount equal to \$175, less \$5 for each full month of the subscriber line term that has elapsed. With the purchase of an advanced device, lines terminated prior to the expiration of their subscriber line terms will incur a declining ETF in an amount equal to \$350, less \$10 for each full month of the subscriber line term that has elapsed. Please refer to [www.verizonwireless.com/advanceddevices](http://www.verizonwireless.com/advanceddevices) for information on which devices qualify as advanced. Additional information about the employee-liable pricing program and its inclusive terms and condition can be made available upon contract award.

2.3.22.2 It is employees' responsibility to contract with the provider of his/her choice and to adhere to all contract terms associated with the particular agreement.

Noted and understood

2.3.22.3 County shall have no legal or financial responsibility for any calling plans extended to employees.

Noted and understood

**2.3.23 RADIOTELEPHONE CARRIER QUALITY OF SERVICE:**

The Contractor shall provide carrier (Dial-Tone) for one of the designated “home” areas selected by the end user.

Verizon Wireless is offering its Nationwide Calling Plans, which includes coverage within the Nationwide Rate and Coverage Area. See coverage maps in Exhibit D. Please note: wireless services do not provide Dial Tones to designate home airtime rate coverage areas. The County’s devices will be programmed with a preferred roaming list (PRL), which is a list of Verizon Wireless’ roaming partners in order of preference. Verizon Wireless equipment is directed first to Verizon Wireless’ network, and then to our preferred roaming partners’ networks if the Verizon Wireless network is unavailable or in areas where Verizon Wireless does not currently provide service.

The Contractor shall provide to the County verified information on the quality of service offered by the carriers, for the past calendar year for the Phoenix and Tucson home areas This information may include for example.

**2.3.23.1 Percent calls blocked (Phoenix & Tucson metro areas)**

Verizon Wireless considers specific detailed information regarding its network performance to be proprietary and confidential information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. Verizon Wireless will provide standard coverage area information to other entities from published maps upon request.

Blocked calls are minimized on the Verizon Wireless network due to the increased capacity of CDMA. CDMA digital technology assigns each conversation a code, rather than separate frequencies or channels. CDMA can accommodate multiple conversations on a single channel, making it easier for calls to go through. All subscribers share the same range of radio spectrum.

**2.3.23.2 Percent calls dropped (Phoenix & Tucson metro areas)**

Verizon Wireless considers specific detailed information regarding its network performance to be proprietary and confidential information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. Verizon Wireless will provide standard coverage area information to other entities from published maps upon request.

The Verizon Wireless network is designed to prevent most network saturation events by having sufficient capacity to support regional traffic loads based on actual and predictive traffic trending analyses. The Verizon Wireless Network successfully connects tens of millions of calls during the busiest hours of each day. Our incomplete attempt and dropped call rates are typically less than 2% when measured during each regional network’s busiest hours. Our network design standards, coupled with the inherent efficiency of our CDMA technology, have resulted in Verizon Wireless leading the wireless industry in network reliability.

**2.3.23.3 Percent coverage of Phoenix Metro Area (Include maps) for both mobile and portable units**

Verizon Wireless considers specific detailed information regarding its network coverage to be proprietary and confidential information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. Verizon Wireless will provide standard coverage area information to other entities from published maps upon request.

Please see coverage maps in Exhibit D.

2.3.23.4 Percent coverage of Tucson Metro Area (Include maps) for both mobile and portable Units

Verizon Wireless considers specific detailed information regarding its network coverage to be proprietary and confidential information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. Verizon Wireless will provide standard coverage area information to other entities from published maps upon request.

Please see coverage maps in Exhibit C.

- 2.3.23.5 Percentage of in-building coverage in the Phoenix/Tucson metro areas for portable units. This figure shall be verified by conducting the appropriate tests as needed to verify problem specific areas. A single call MUST be made and completed on the first try at each location tested, and maintained for a 1-minute period to be counted as a successful call. A maximum monthly average of 2% calls dropped and blocked is allowed. If this number is exceeded for any 30-day period, the contract may be cancelled upon written notice for inadequate quality of service.

Verizon Wireless considers specific detailed information regarding its network coverage to be proprietary and confidential information. The provision of wireless communication services can be adversely affected by external factors outside the reasonable control of any wireless carrier. Verizon Wireless does not, therefore, provide network service level agreements with associated penalties. Verizon Wireless reserves the right to cure upon thirty (30) days written notice from the County.

Verizon Wireless will work with the County to assess the level of in building coverage. During this process we will conduct on site evaluations as well as look at our external cell site infrastructure to determine a most efficient and fluid plan to augment the current coverage levels. This process may involve the introduction of repeaters or the simple reconfiguration of our existing infrastructure. The quality of the network coverage is as high a concern to Verizon Wireless as the external coverage is and the county will enjoy a very active partnership in supporting and delivering a high quality network.

There are many factors that need to be considered in determining whether an in-building wireless coverage solution would improve coverage in a particular location. Understanding building location, size, how the building is constructed and individual customer coverage requirements are just a few of the factors that need to be considered. Without understanding these and other specific requirements, Verizon Wireless is not able to commit to the allocation of engineering resources necessary to validate or improve in-building coverage. Your Verizon Wireless Account Manager can arrange a survey of your building to determine whether an in-building solution could improve your reception.

Upon completing the survey, your Account Manager can work with you to develop a price schedule and scope of work for the procurement, installation, operation and maintenance of the in-building equipment. These terms would then be incorporated into a separate in-building contract. It is important to note that it may be necessary for Verizon Wireless to acquire necessary leases, permits or zoning changes before implementing some in-building solutions.

The cost and financing of in-building systems is dependent upon several factors, including the complexity of the system, whether a dedicated cell site is necessary for the in-building system, any number of existing or future Verizon Wireless lines associated with such a system, whether the space is publically held or privately, and the number or customers that the in-building system would support. Verizon Wireless can also work with, or recommend, approved third party in-building providers that can improve coverage in your buildings.

The provision of wireless communication services can be adversely affected by external factors outside the reasonable control of any wireless carrier. Verizon Wireless does not, therefore, provide network service level agreements with associated penalties.

**2.3.24 RURAL SERVICE AREA COVERAGE REQUIREMENTS:**

All proposals for (Voice & Medium Speed Data –Wide Area Coverage; Excluding Satellite Systems) systems MUST provide coverage over major portions of Arizona territory to meet the needs of participating entity and rural governments. Additionally, coverage in all major US cities (over 100,000 populations) is very desirable and should be incorporated into proposals.

The Verizon Wireless network covers approximately 90 percent of the population within our licensed U.S. territories. As of second quarter 2009, the total number covered was 301,682,443 and 284,317,893 for voice and Evolution Data Optimized (EV-DO) customers, respectively. Within Arizona, Verizon Wireless' extensive coverage is exemplified by the coverage maps provided in Exhibit D.

**2.3.24.1 Required Home Service Areas**

Verizon Wireless makes an effort to assign the mobile telephone number closest to the city and state of residence indicated by the customer; however, Verizon Wireless cannot always ensure the number will be a local number. In non-Verizon Wireless areas, subscribers requiring the assignment of local phone numbers may also procure local service from another vendor.

95% coverage to a portable handset shall be available in the following Arizona cities and towns:

- |                       |                 |                   |
|-----------------------|-----------------|-------------------|
| 1. Phoenix Metro Area | 2. Casa Grande  | 3. Tucson Metro   |
| 4. Flagstaff          | 5. Payson       | 6. Page           |
| 7. Nogales            | 8. Globe-Miami  | 9. Sedona         |
| 10. Prescott          | 11. Safford     | 12. St. Johns     |
| 13. Bisbee            | 14. Douglas     | 15. Sierra Vista  |
| 16. Clifton           | 17. Parker      | 18. Bullhead City |
| 19. Kingman           | 20. Havasu City | 21. Holbrook      |
| 22. Pinetop-Lakeside  | 23. Show Low    | 24. Winslow       |
| 25. Oro Valley        | 26. Apache Jct. | 27. Eloy          |
| 28. Florence          | 29. San Luis    | 30. Yuma          |
| 31. Cottonwood        | 32. Wickenburg  | 33. Ajo           |

Local number assignments shall also be available for all of these areas. Additionally, specialty features available in the provider's primary system, such as photo transmission and medium speed data transmission (56KBd-156KBd), should be available in as many rural cities and towns as possible.

**2.3.24.2 Desirable Home Service Areas**

Verizon Wireless makes an effort to assign the mobile telephone number closest to the city and state of residence indicated by the customer; however, Verizon Wireless cannot always ensure the number will be a local number. In non-Verizon Wireless areas, subscribers requiring the assignment of local phone numbers may also procure local service from another vendor.

It is desirable that 95% coverage to a portable handset should be available in the following additional Arizona cities and towns:

- |                   |               |                 |
|-------------------|---------------|-----------------|
| 1. Snowflake      | 2. Taylor     | 3. Sahuarita    |
| 4. Coolidge       | 5. Kearny     | 6. Mammoth      |
| 7. Superior       | 8. Camp Verde | 9. Chino Valley |
| 10. Heber         | 11. Williams  | 12. Willcox     |
| 13. Springerville | 14. Tombstone | 15. Catalina    |
| 16. Benson        |               |                 |

Local number assignments shall also be available for all of these areas.  
Means of Coverage

In order to meet the requirements of coverage under 2.3.23.1 and 2.3.23.2, the carrier may provide for one of the following:

- Coverage within one's primary owned and operated system over the widest possible area is desirable.
- In-system roaming agreements with other licensed carriers to provide for a system that appears to be completely seamless to the user. This would include use of the same type modulation format to hand off specialized user information, including voice mail and other features.
- In-system roaming agreements with other licensed carriers to provide for roaming that involves differing modulation techniques. This would include IS-54 AAMPS≅ or ANAMPS≅ (Analog modulation) as a lowest common denominator service in out-of-system areas. In-system roaming agreements shall not involve multiple billings to the end users, or differing rates for coverage in different areas. No daily connect charges shall be assessed for use under any in-system roaming agreements.

#### 2.3.24.3 Unincorporated Wide Area Coverage

Since there are many rural areas requiring employees or officials of the State, and other governmental subdivisions to function, which are outside the boundaries of the cities and towns enumerated in 2.3.23.1 and 2.3.23.2, it is very important that coverage be provided in as much of unincorporated rural Arizona as possible. The Contractor shall provide maps indicating specific handheld portable coverage areas available through their systems, or through in-system roaming agreements. General rough-outline maps are not acceptable substitutes for actual coverage maps.

Verizon Wireless considers specific detailed information regarding its network coverage to be proprietary and confidential information. Upon request and under a non-disclosure agreement, Verizon Wireless can provide detailed coverage maps for the County to confirm network coverage. Verizon Wireless will provide standard coverage area information to other entities from published maps upon request.

Verizon Wireless has extensive coverage throughout the State of Arizona. Upon request, Verizon Wireless can provide a complete zip code coverage analysis for the State of Arizona. Within Arizona, Verizon Wireless' extensive coverage is exemplified by the coverage maps provided in Exhibit C.

#### 2.3.25 CURRENT PRODUCTS:

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

Verizon Wireless agrees to provide new equipment, materials, parts and other components in conjunction with this contract except as follows: Subscribers are eligible for a refurbished handset unit if device is defective as defined in the manufacturer's warranty. Certified Like New Replacements will be either the same make/model as the defective unit or a comparable model (subject to availability). Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program. In addition, devices provided will be a model or type currently functioning in a user (pay customer) environment and will be capable of meeting or exceeding all specifications and requirements set forth in this contract

#### 2.3.26 CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS:

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

Verizon Wireless certifies that it is in full compliance with current FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location

Verizon Wireless has successfully implemented extensive network components, purchased modified handsets, and completed a complex series of tasks associated with providing enhanced 911 (E911) Phase I and Phase II location services to Public Safety. We provide an Assisted Global Positioning System that works in coordination with an Advanced Forward Link Trilateration (AGPS/AFLT) handset solution to serve the designated 911 centers, also called Public Safety Answering Points (PSAPs). This system supports Phase II E911 Service requests. This system has several benefits. It relies on enhancements to the wireless handset and underlying network to provide superior location services.

Verizon Wireless continues to meet the schedule set by the Federal Communications Commission in October 2001. As of December 31, 2007, we had deployed Phase I E911 service to approximately 60% of the 6,700 PSAPs in 49 states.

The deployment of network upgrades in Verizon Wireless' markets is in advance of most of the PSAPs' requests. Approximately half of the 6,700 PSAPs have not yet upgraded their systems to use the enhanced 911 data or have not requested Phase II E911 service from Verizon Wireless.

Until all PSAPs upgrade their systems, calls made from subscribers' E911-capable handsets to 911 call centers will still go through and appear with only the data the PSAP is capable of receiving. These 911 call centers will not be able to read or use the GPS-generated location information and may still need to rely on the mobile caller to tell them where they are located. County subscribers are encouraged to contact their local police or fire department if they have questions about local 911 capability to accept and use the E911 data from mobile calls in their area.

Since December 31, 2003, all of the handset models Verizon Wireless sells are GPS-capable of transmitting their E911 location. Verizon Wireless offers a wide variety of handsets with Global Positioning System (GPS) capabilities to be used in conjunction with E911 services.

Verizon Wireless has an audible tone to confirm that 911 has been properly dialed. This feature was added by device manufacturers to assist blind subscribers in making 911 calls and is consistent with manufacturers' obligation under the 1999 Wireless Communications and Public Safety Act to make devices accessible to and usable by people with visual impairments.

#### 2.3.27 ON-GOING SYSTEM EVALUATION SAMPLE UNIT:

The Contractor shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract.

Verizon Wireless will provide, at no cost, a single, long term carrier service evaluation portable unit to the County only. This unit may be used for continuous evaluation of coverage requirements as specified in the RFP and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample may be retained by the County for the duration of the contract or as needed.

In addition, Verizon Wireless may make certain equipment available for demonstration; however, Verizon Wireless does not guarantee that it will always be able to offer units for demonstration through the term of the resulting agreement. Please contact your Verizon Wireless Account Manager for demonstration unit requests

**2.3.28 USER INSTRUCTION MANUAL:**

One manual shall be furnished for each radiotelephone unit supplied under this contract. The Contractor agrees to provide on-site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

One manual will be furnished for each radiotelephone unit supplied under this Proposal. Verizon Wireless can provide the following training:

<b>Cellular Devices</b>	The local sales team will provide hands-on training on how to use the proposed devices and the Push to Talk features.
<b>BlackBerry/Data Devices</b>	The County will receive hands-on training from the local Data Sales Manager on BlackBerry features & functionality, as necessary.
<b>My Business Online</b>	The local sales team will coordinate hands-on training with an Implementations Specialist, or web training per the County's request.
<b>Phone Book Transfers</b>	The local sales team will provide on-site phone book transfers from the County's old equipment to Verizon Wireless equipment.
<b>Backup Assistant</b>	Verizon Wireless will also provide Backup Assistant so that the County's subscribers can back up their contacts to our network at no charge.
<b>Device Manuals</b>	Each device will come equipped with a user manual.
<b>Ongoing Training</b>	The local sales team will be able to coordinate future training with the County as necessary.

**2.3.29 DEVELOPMENT DATA:**

The Contractor shall agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

Verizon Wireless does not agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects will be corrected in accordance with the manufacturer's warranty. Upon request, Verizon Wireless will inform the County regarding its commercially available future Equipment enhancements

Any software defects will be corrected by installing new software on units previously sold under this contract, or by providing new or certified like-new replacement devices of the same or like model in accordance with the manufacturer's warranty. Upon request, Verizon Wireless will inform the County regarding its commercially available future Equipment enhancements.

**2.3.30 USAGE REPORT:**

The Contractor shall furnish requesting entities a monthly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

Verizon Wireless will furnish requesting entities a monthly usage report delineating each agency's information the acquisition activity governed by the Contract. The format of the report will be approved by both the requesting entity and Verizon Wireless and will disclose the quantity and dollar value of each contract item by its individual unit to the individual requesting entity only. Verizon Wireless is unable to provide specific details regarding any other entities monthly usage to the County as such information is Customer Proprietary Network Information ("CPNI") as defined by Federal Communication Commission regulations, and federal law prohibits Verizon Wireless from releasing this type information without the specific written consent of each individual entities.

**2.3.31 SYSTEM OUTAGE REQUIREMENTS:**

Describe your process to deal with any RF interference issue. In particular, with existing facilities that has 800MHz trunked radio systems in use.

The device carried by the subscriber can fail for many reasons, including loss of power, damage to the device, or a hardware or software problem. We recommend our subscribers utilize vehicle power chargers during times of emergency when commercial power sources may be disrupted. The Verizon Wireless device testing lab also has stringent testing criteria for all new devices certified for use on the network, which eliminates many problems before a device is provided to a subscriber.

The radio link from the device to the nearest cellular tower is subject to interference, the distance between the device and the tower, and many other environmental and technical factors, including congestion from multiple users. Verizon Wireless advocates the use of Wireless Priority Service (WPS) for critical subscribers who qualify, according to government criteria, to prioritize calls in the event of network congestion. Verizon Wireless also closely monitors the quality of service subscribers receive and makes adjustments to maintain and improve service for our subscribers.

The cell tower used by the device is specifically designed to cover a certain geographic area, to maximize coverage and availability of wireless services for our subscribers. Verizon Wireless has thousands of cell sites across the country, and subscribers who are travelling may “hop” from one cell tower to another during the call. Verizon Wireless cell towers are designed to withstand very high winds, ice, heat, lightning and other potential damage. In many cases, if one cell tower is disrupted during a disaster, another cell tower may be only a short distance away and close enough to provide service to the Verizon Wireless customer. If commercial power is disrupted to a cell site, the backup power capabilities at the site supplied via battery, permanent or portable generator, provide ongoing service for subscribers.

The backhaul connection from the cell tower to the Mobile Switching Center (MSC) can be provided by a number of different telecommunications technologies. Typically these are provided by a high bandwidth landline circuit, private network, or microwave connection depending on the optimal solution for the specific cell site. In some cases these links are diverse, or for landline circuit have Telecommunication Service Priority (TSP) on them to expedite and prioritize circuit recovery in case the circuit is disrupted.

The MSC provides the connection from the cell site to the rest of the network. Based on Verizon Wireless design standards, the MSC buildings are built to withstand many natural or man-made disasters. If commercial power is disrupted to a MSC, the backup batteries and permanent generators provide ongoing service for our subscribers.

The backbone connections from the MSC to the Public Switched Telephone Network (PSTN), the internal Verizon Wireless network, or the Internet, are very high-bandwidth connections that are diverse, leverage alternate technologies, and suppliers, where appropriate. These connections to the PSTN provide connectivity for calls outside the Verizon Wireless network, including international calls.

The internal Verizon Wireless network is designed with high levels of redundancy. While Verizon Wireless does not manage the Public Switched Network (PSTN) or the Internet, the services provided by these networks are typically designed with high levels of availability. In most cases, if one component or segment of these networks is disrupted, alternate communications paths are available to provide communications services to the subscriber.

Describe your process for notification of system outages.

Comply. Verizon Wireless offers a Large Customer Outage Notifications (LCON) Program to enterprise customers with a minimum of 350 corporate lines<sup>14</sup>; additionally, customers must be approved for Tier 2 Enterprise Wireless Data Technical Support. The LCON Program issues a Verizon Wireless Service Bulletin notifying key customers of significant impacts to voice and data services, expediting dissemination of outage notices to customers via email to include updates and resolution of the outage. Upon approval for the program, this service will generate email notifications about the outage to identified personnel within your agency and provide details and ongoing updates about the services impacted.

Events that May Trigger Notification

Events that may trigger automatic notification include a service condition that is significantly below our normal service operational thresholds. Because the service outage notification is sent when our systems identify a possible outage, your identified contacts may receive the notification regardless of whether your end users are impacted.

Services and Geographic Coverage

Your agency may choose to receive notifications when either one of the following covered services are operating below normal thresholds for more than 30 minutes:

- National Access (1xRTT) Service
- Mobile Broadband (EV-DO) Service
- Select Voice Services, such as voice mail and call processing.

In addition, you can select to receive notifications for outages in one specific region, several regions or nationwide.

The Geographic Selections are offered with the following parameters:

- Nationwide, or
- Specific Areas and Regions:
  - Midwest
    - Western PA/Central PA/Ohio/West VA
    - Kansas/Missouri
    - Michigan/Indiana/Kentucky
    - Illinois/Wisconsin
  - Northeast
    - New England
    - New York Metro
    - Wash/Baltimore/VA/ Philadelphia
    - Upstate NY
  - West
    - Mountain
    - Pacific Northwest
    - Northern California/Nevada
    - Southwest
    - Southern California
  - South
    - Carolinas/Tennessee
    - Houston/Gulf Coast
    - Georgia/Alabama
    - Central Texas
    - Florida
    - South Central

Your sales team will provide additional details identifying which cities and states are covered within a specific region.

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<sup>14</sup> Public Safety accounts may qualify as exceptions to the minimum line requirement.

Notification Process

In the event of an outage, the email notice will state that Verizon Wireless is aware of the issue, and the notice will include the following additional information:

- Start Date
- Start Time
- Affected Service (i.e., Mobile Broadband, National Access, or voice)
- Affected Location (Nationwide or Region(s))
- Potential Customer Impact (ex: National Access customers may be experiencing an interruption in service)

Additionally, the email messages will:

- Inform you when Verizon Wireless has become aware of a development
- Update you periodically while a development is ongoing
- Inform you when service is restored

This service is offered as a courtesy only. In no event shall the failure to provide outage notification subject Verizon Wireless to penalties or damages of any kind. Additional eligibility requirements apply. Please contact your Verizon Wireless National Account Manager for details.

Describe your process for crediting accounts for extended service interruptions.

Comply. If an answered call in a government subscriber's calling plan rate and coverage area is disconnected by the Verizon Wireless network and the government subscriber redials the call within 5 minutes of being disconnected, Verizon Wireless will credit the subscriber one (1) minute of airtime.

If, due to the fault of Verizon Wireless, a line is unable to receive wireless service in the Verizon Wireless coverage area for more than 24 continuous hours, your agency may request a pro rata daily credit for the period without wireless service. Verizon Wireless can credit your invoice up to the full amount of the subscriber's monthly access charge for the period in which service was unavailable. To receive either of these credits the subscriber must notify Verizon Wireless within ninety (90) days after the call was disconnected or wireless service was unavailable at a toll-free number that will be provided in your contract.

**2.3.32 THIRD PARTY BILLING:**

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

Verizon Wireless does not plan to engage in third-party billing of the County or other government entities under this contract. However, should the County elect to utilize a product or service available only through Open Development or an approved third party, the County would be responsible for any third party billing that may apply to that product or service.

**2.3.33 BILLING ERRORS/CREDITS:**

In the event that the County, or participating agency, identifies a billing error, or both parties otherwise agree that a credit shall be issued on a particular account, vendor shall immediately apply said credit. Under no circumstances shall the vendor apply the credit more than 30 days from the date that the County, or participating agency, identified the billing error and/or agreed with the provider that a credit shall be issued. Upon application of credit, Vendor must provide the County, or participating agency, with some form of written verification that the credit has been applied, or that the billing error has been corrected. It is not acceptable for the County, or participating agency, to have to wait until the next monthly bill to confirm whether or not a credit was applied.

In the event of disputed charges, the County must, as soon as practicable following identification of such dispute, notify Verizon Wireless in writing, including the date of the bill, disputed amounts, the reason for the dispute, and any supporting documentation. Customer has 180 days from the bill due date to dispute charges. The County may withhold payment of a disputed charge, up to the amount of the dispute, only if it disputes such charge on or before the applicable bill due date; otherwise Verizon Wireless may take any

action permitted for Customer's failure to pay in full. The Parties will use their good faith efforts to reconcile any disputed charges within 60 days of the date of notification, after which the Parties may invoke the process set forth in the "Alternative Dispute Resolution" section.

In the event of disputed charges, the County must provide Verizon Wireless with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why you are disputing the charges and your supporting documentation. The County may withhold payment of a disputed charge, up to the amount of the dispute, only if you dispute such charge[s] on or before the applicable bill due date. Verizon Wireless will use good faith efforts to resolve billing issues within sixty (60) days after we receive the notification of the dispute with supporting documentation. Particularly complex issues may take longer to resolve. If a billing issue is resolved in your favor, Verizon Wireless will credit the County within a commercially reasonable timeframe.

**2.3.34 STOCK:**

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

Verizon Wireless will stock sufficient quantities of equipment as may be necessary to meet the County's needs. Please note that equipment availability is subject to change without notice.

**2.3.35 ADDITIONAL INFORMATION:**

Below are highlights of the proposed services featured in the Verizon Wireless Pricing Offer:

**A. Voice and Data Plans**

**VZVoice:**

Verizon Wireless offers several calling plans under the VZVoice umbrella.



**Nationwide Calling Plans**

The Nationwide Calling Plans include:

- Unlimited National Mobile to Mobile Minutes (mobile to mobile). Talk with any of our more than 89 million customers, anytime, without using your minutes within the Nationwide Rate and Coverage Area.
- No domestic roaming or long distance charges
- Send and receive calls within the United States (including Puerto Rico). Coverage not available in all areas. Airtime charges apply.
- Unlimited Night & Weekend Minutes- Night hours (Mon.-Fri.): 9:01 p.m.-5:59 a.m.  
- Weekend hours: 12:00 a.m. Sat.-11:59 p.m. Sun
- Push to Talk is available for an additional monthly access fee.



**Push to Talk**

Verizon Wireless has the largest Push to Talk network in the U.S. Our Push to Talk service lets you use a Push to Talk-enabled mobile phone like a walkie-talkie for instant two-way communication. Push to Talk is ideal for anyone who needs to communicate quickly with other team members or employees. You can talk to one individual or an entire group with just the push of a button. You can also make regular phone calls on the same device.

**Functionality**

With Push to Talk, you have the choice of making two types of calls:

- Barge calls - The called party will hear a tone immediately followed by the originator's voice and a second tone when the originator stops speaking indicating that the recipient can respond.
- Alert calls - The called party will hear a tone indicating that someone is trying to reach him/her. The called party will be able to choose whether or not to accept the call.

Push to Talk sessions can either be private one-to-one conversations or group one-to-many conversations. Push to Talk calls can be made through the Push to Talk contact lists to minimize call set-up times. Push to Talk calls can also be made through the keypad, phonebook, and recent calls list.

### **Key Push to Talk Features**

- Enjoy coast-to-coast coverage – Connect with team members in the next room or across the country on our nationwide broadband network; expanded coverage is available in the National Enhanced Services Rate and Coverage Area.<sup>15</sup>
- Make quick exchanges – Push one button to contact team members or clients.
- Check team member status with Presence - See who is available for a Push to Talk call.
- Manage your contacts list online – Store up to 500 individual and up to 100 group Push to Talk contacts.
- Use one number, one device – Make and receive voice calls without needing a second device or phone number.
- Place group calls – Initiate or participate in a group call with up to 50 participants.

### **The Benefits of Enterprise Contact Management**

Enterprise Contact Management<sup>16</sup> improves the Push to Talk user experience by providing a solution to manage large contact lists from a single Web site interface. The Enterprise Contact Management Web site offers your agency the following benefits:

- Efficiency – Enables one point of contact to manage your agency's group and individual Push to Talk contact lists.
- Delegation – Delegate management of contact lists to additional team members as needed.
- Ease of Use - Compile a comprehensive list of users and contact lists into a simple, easy-to-use Web interface.
- Convenience – Users maintain personal contact lists, while Administrators maintain agency contact lists.
- Increased productivity – Eliminate the need to update contacts or contact lists individually.
- Accessibility – Make supplier and vendor Push to Talk details available to your agency's Push to Talk users.

You can designate one or more Administrators to manage the Push to Talk contact lists of employees within your agency. Administrators have the ability to manage large Push to Talk contact lists via a single Web site interface with a single user name/password. The Administrator does not require a wireless number to manage the Enterprise contact list - no more creating log-ins line-by-line to set up users within an account. And Administrators can make changes to multiple lines at the same time, eliminating the need to update contacts one-by-one.

Super Administrators can perform the following functions on the Enterprise Contact Management Web site:

- View a list of the Push to Talk users within the agency.
- Manage the individual and group Push to Talk lists of users within the agency<sup>17</sup>.
- Create a list of Push to Talk contacts outside the agency [such as vendors, clients, suppliers].
- Assign additional Administrators as needed.

If your employees have been provisioned with the Push to Talk Enterprise Contact Management feature, they have the ability to view [but not modify or delete] individual and group contacts created by the Administrator.

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<sup>15</sup> For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A-capable device and be receiving EV-DO service.

<sup>16</sup> Customers are required to be enrolled in the My Business or Verizon Enterprise Center web portals in order to enroll in Push to Talk Enterprise Contact Management (PTT ECM). This only applies to new enrollments to PTT ECM.

<sup>17</sup> Administrators cannot view, modify or delete individual or group Push to Talk contacts created by users. Regular Administrators can do all of the functions of a Super Administrator except add additional Administrators.

**Coverage**

Push to Talk is available throughout our nationwide broadband network. Our broadband wireless network now covers more than 284 million people in 264 major metropolitan areas and 269 airports in the U.S. Expanded Coverage is available in the National Enhanced Services Rate and Coverage Area. Note: If your employee is in a Verizon Wireless market where EV-DO Rev. A is not usable or not available, then the Verizon Wireless service will fallback to 1xRTT. The Push to Talk user will still be able to use PTT service but it will function at 1xRTT speeds. While our enhanced Push to Talk service is backward compatible, on Push to Talk calls between new and older devices, all subscribers will experience the speeds of the older Push to Talk service.

**Equipment**

Verizon Wireless offers three Push to Talk handsets. The Motorola Barrage V860 offers extreme durability and ensures our customers stay productive and in-touch regardless of the conditions. The Motorola Adventure™ V750 is a rugged, yet thin, device that provides new and existing subscribers with many benefits, including a 2.0 MP camera. The Verizon Wireless CDM8975, in addition to offering Push to Talk functionality, is a personal on-the-go entertainment system.

Key Information	Verizon CDM8975	Wireless Motorola Barrage V860	Motorola Adventure V750
Overview	Standard style flip	Standard style flip	Standard style flip
Size (WxHxD)	3.7" x 1.9" x .08"	3.78" x 2.09" x 0.96"	2.05" x 4.04" x 0.67"
Weight	3.2 ounces	4.2 ounces	4.0 ounces
Data Capability	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A
Mobile Broadband Connect	Yes	Yes	Yes
Field Force Manager	No	Yes	Yes
VZ Navigator	Yes	Yes	Yes
Stereo Bluetooth-capable	Yes	Yes	Yes
Camera	1.3 MP	2.0 MP	2.0 MP
Meets Military Specifications for:	N/A	Water (immersion), shock, vibration, solar radiation, high temperature storage, high and low temperature operation, altitude and dust.	Shock, vibration, solar radiation, high temperature storage, high and low temperature operation, altitude and dust.

➤ **Share Options**

Nationwide for Business with Share Option

- Government subscribers can share their monthly anytime voice minutes allowance with other qualifying subscribers activated on the same billing account.
- Sharing is only available among subscribers activating wireless service within the same market or within groups of Verizon Wireless markets, as determined by Verizon Wireless.

➤ **Friends and Family for Government**

Friends & Family® is a calling feature that allows customers unlimited voice calling to and from the numbers they call the most – anytime, anywhere in the U.S.<sup>18</sup>, choose numbers on any network – even landlines.

**Government Subscribers**

Combined with our great network and Mobile to Mobile calling, Friends & Family for Government is a new, high-value feature that provides unlimited calling to those you do business with the most (vendors/colleagues) – add up to 10 telephone numbers to be shared by the lines on the account, depending on your eligible plan type.

Friends & Family for Government is included on the Nationwide for Government Plans with 600 and 1000 Anytime Voice Minutes and the Voice and Data Bundle for Government 300, 600 and 1000 Plans. New activations and existing subscribers on these qualifying plans automatically get Friends & Family for Government. Your agency’s SPOC can manage Friends & Family for Government numbers via My Business Account for each account. Changes to Friends & Family numbers become effective the following

<sup>18</sup> Only on calls from Nationwide Coverage Area to designated domestic U.S. landline or wireless numbers (excluding Directory Assistance or subscriber’s own wireless or Voice Mail access numbers).

day. An email will be automatically generated and sent to your agency's SPOC when a change to Friends & Family eligibility is made.

Please note that customers eligible for My Business must sign up for Friends & Family through My Business.

**VZAccess Internet Plans**

Wirelessly access your email or Government intranet and browse the Internet with Mobile Broadband, Mobile Broadband Connect and NationalAccess.

➤ **Mobile Broadband Plan**

Our Mobile Broadband service, powered by our Evolution-Data Optimized (EV-DO) network, has recently been enhanced with EV-DO Rev. A technology. This enhanced technology provides typical download speeds of 600 Kbps – 1.4 Mbps and typical upload speeds of 500-800 Kbps when using an EV-DO Rev A-capable data card in the Mobile Broadband coverage area. Mobile Broadband subscribers using an EV-DO Rev.0-capable device in the Mobile Broadband coverage area will experience typical download speeds of 400-700 Kbps and typical upload speeds of 60-80 Kbps.

Mobile Broadband enables remote workers and road warriors to quickly download complex files, access corporate applications, and view email attachments on their notebooks. Mobile Broadband' CDMA technology also provides authentication and data protection and is compatible with many virtual private networks (VPNs). With Mobile Broadband-compatible equipment, this service is presently available to more than 284 million people in 264 major metropolitan areas and 269 primary airports in the U.S. and is expanding coast-to-coast. When Mobile Broadband subscribers travel outside the Mobile Broadband coverage area, they will be seamlessly transferred onto Verizon Wireless' NationalAccess high-speed wireless 1xRTT service. NationalAccess is available anywhere in the National Enhanced Services Rate and Coverage Area.

➤ **Mobile Broadband Connect**

Verizon Wireless offers Mobile Broadband Connect for remote connectivity on your notebook without the need for a data card. Mobile Broadband Connect combined with VZAccess Manager enables subscribers to tether certain devices to a notebook for wireless access to the Internet, email, Government intranets and more. By using a tethering adaptor to connect a notebook with the handset, the subscriber can establish a broadband connection anywhere within the Mobile Broadband Rate and Coverage Area, and when outside this area, use NationalAccess anywhere within our National Enhanced Services Rate and Coverage Area. All Verizon Wireless PDAs, Smartphones and BlackBerry devices include the cable and software required to use Mobile Broadband Connect. Certain Mobile Broadband Connect-capable phones require the purchase of a Mobile Office Kit that includes synching software and a connection cable.

➤ **NationalAccess Plan**

NationalAccess is Verizon Wireless' high-speed Internet access service that functions over the CDMA 1xRTT Data Network. NationalAccess is available in thousands of cities and towns across the U.S. within the National Enhanced Services Rate and Coverage Area. Users of NationalAccess will experience typical download speeds of 60-80 kbps<sup>19</sup>.

➤ **VZEmail**

With Verizon Wireless' VZEmail Solutions, the County's workforce can remain connected while on the go. Subscribers can choose from a variety of devices and services to send and receive emails, access contacts, and stay up-to-date with their calendars. Verizon Wireless offers two primary VZEmail solutions: Wireless Sync (for Get It Now handsets and PDAs/Smartphones) and the BlackBerry Solution.

➤ **Wireless Sync**

Wireless Sync is Verizon Wireless' preferred mobile email solution for PDAs/Smartphones. Wireless Sync subscribers can access their email and Personal Information Management (PIM) contacts, calendar, tasks, and notes information from their wireless devices wherever they go in Verizon Wireless' National Enhanced Services Rate and Coverage Area. Depending on the Wireless Sync solution selected, subscribers

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<sup>19</sup> Speed claim based on our network tests with 101 KiloByte FTP data files. Actual throughput speed and coverage vary

can also remotely synchronize emails and PIM between their devices and work or personal computers. Wireless Sync Enterprise Server (WSES) with Device Management gives IT support staff the ability to remotely manage mobile devices.

➤ **BlackBerry Solution**

BlackBerry™ is the wireless email solution for customers who prefer to use BlackBerry handheld devices. It provides quick, easy access to emails and PIM info while on the go. With BlackBerry Internet Service™, consumers and mobile professionals can stay on top of their emails using their BlackBerry handheld devices from anywhere within Verizon Wireless' National Enhanced Services and Extended National Enhanced Services Rate and Coverage Area (when and where available). For business customers, BlackBerry Enterprise Server (BES) offers secure, centralized administration and scalability in addition to real-time email capability.

We offer 10 megabyte and Unlimited PDA/Smartphone and BlackBerry® plans. We also offer a PDA/Smartphone and BlackBerry feature option, which can be added to qualifying voice plans. These plans and add-on features are available with any Verizon Wireless qualifying PDA/Smartphone or BlackBerry® device. Please refer to Attachment A Pricing for additional details and terms and conditions.

➤ **Voice and Data Choice<sup>SM</sup> Bundles for Business**

Voice and Data Choice<sup>SM</sup> Bundles for Business allows customers to choose voice and data plan bundles to meet their wireless needs. The Choice Bundles combine Nationwide For Business plans with an unlimited PDA/Smartphone or BlackBerry® data feature at a discounted price. Available for subscribers that use wireless e-mail solutions and voice calling functionality on the same device. Subscribers can access the web, share files and send and receive e-mail on the go, with connectivity services such as BlackBerry™ and Wireless Sync.

Subscribers can choose either more anytime minutes or Unlimited National Mobile to Mobile option or Night and Weekend minutes and Unlimited Mobile to Mobile option. A Voice Share option is also available for an additional monthly access charge. This option allows voice sharing between subscribers who choose the Share Option on the Voice and Data Choice Bundles and/or Nationwide for Business plans. Terms and conditions apply.

***B. Standard Features***

Below is a description of some of the additional standard features included, at no additional monthly access fee, in our Government Pricing Program. However, all additional features may incur usage charges, such as airtime charges. The availability of these features may vary. Please refer to Attachment A Pricing for details.

**\*Message Waiting Indicator:**

Message Waiting Indicator, is used in conjunction with Caller ID and Voice Mail to provide subscribers with the visual ability to see who called and allows them to see if they have any Voice Mail messages. If the subscriber leaves the phone powered off, the indicator telling them that there are messages waiting will be activated as soon as the subscriber turns the phone on. This option works only on phones that are equipped with Message Waiting Indicator.

**Caller ID Blocking:**

This service allows subscribers to prevent their phone number from being displayed on the called party's handset. Subscribers have the option to block their number on a per-call basis or continuously. This feature may not be available when roaming or when calling certain toll-free numbers or 911.

**No Answer/Busy Transfer:**

The subscriber can have incoming calls answered by another phone whenever their wireless phone is busy or remains unanswered after three or four rings. With this option, the subscriber's phone will ring unless the subscriber is on the phone. This is a great alternative to call waiting if a subscriber can't be disturbed or interrupted but still needs to have calls answered. Airtime and other charges, which may include toll or long distance charges, apply.

**C. *Enhanced Features***

**Mobile Web:**

Verizon Wireless offers Mobile Web with MSN (Mobile Web). Mobile Web is the Verizon Wireless nationwide Internet service designed to meet each subscriber's specific personal and business needs. Mobile Web integrates the power of the Internet with the mobility of a cellular phone through the same national digital network. Mobile Web uses CDMA Circuit Switched Data, Microbrowser technology in web-enabled handsets and Short Messaging Service (SMS) text messaging to provide the services listed below directly to the subscriber's handset.

A simple intuitive format makes it easy for the subscribers to customize what wireless Internet content they want to see on their handset. Subscribers can customize either directly from their handset or via desktop PC (Internet access required) using the <http://vzw.msn.com/> web site.

The "VZW with MSN" web site provides a way for subscribers to identify text message alerts they want sent to their handset, as well as select the Internet-based information they want, including access to more than 30 content partners and hundreds of other wireless Internet sites.

The Verizon Wireless nationwide Mobile Web service offers one of the most convenient way for subscribers to wirelessly access content from the Internet and to choose and personalize the information they most want to see. While enjoying the mobility of wireless communications, subscribers can access a variety of web sites ranging from personal finance and shopping to news and entertainment.

Verizon Wireless customers can add Mobile Web service to any digital service plan. Mobile Web customers may use their bundled minutes for both voice and web services. In addition, customers may choose from a variety of web-enabled wireless handsets.

Using Mobile Web: Mobile Web requires digital service and may not be available in all areas. CDMA data capable phone with specified software required. Mobile Web monthly services apply. Airtime applies to all Mobile Web usage. Toll, long distance and or roaming charges may also apply. Time-outs apply. Phone will end data call and session after a minimum of 30 seconds of inactivity. New data call will be initiated when use is resumed. Airtime rounded up to the next full minute, so actual allowance may vary. Mobile Web access will deplete minute's allowance. Microbrowser does not provide full Web surfing. Sites are text only, formatted to optimize phone's screen size. Not all sites are accessible to handheld devices. Verizon Wireless reserves the right to make changes to your phone's software, including service features, over the air, without notice.

**D. *Implementation Timeline***

Verizon Wireless Government Operations Team is experienced in account conversion. Verizon Wireless will coordinate closely with the County to ensure the work effort of implementation and migration to Verizon Wireless service is a smooth process. Migration would include activations, equipment provisioning, training, the establishment of a process flow for controls and procedures for purchases, billing format, reporting options, and notification to both organizations in performance of the contract.

Verizon Wireless has several methods of performing mass conversions, and will let the County the best method for their offices. In select areas and depending on the number of conversions to our network, Verizon Wireless can arrange for on-site installation services to replace or convert cellular phones, during regular business hours Monday-Friday, 8:30a.m. – 4:30 p.m. Verizon Wireless will make commercially reasonable accommodations to arrange the County's installation requirements, whenever possible, at no additional cost.

The Government Account Manager (GAM) will work with the County to establish a comprehensive plan designed to meet the County's requirements. The implementation plan will include but not be limited to:

1. GAM will meet with the County to gain an understanding of the current cellular usage and future needs to determine price plans and phone options. (Trial demo phones if needed)

2. GAM will work with the County to determine conversion plan. Re-evaluate plan as necessary to ensure minimal work force disruption.
3. The County will provide list of existing numbers to port from other carriers.
4. Review “management team” Initial meeting of introduction.
5. Product and VZW services training. (Phone features and Voice features such as voice mail, call forwarding etc.)
6. Provide escalation list to key contacts. This sheet lists all the groups necessary to manage your account to include adding or making changes to vendor services.
7. Follow up with initial roll out, adjust as necessary.
8. Explain initial billing and available detail call reports, schedule quarterly account review. Provide price plan recommendations based on actual usage. Provide updates on new products and services offered by Verizon Wireless. Review quality assurance plan. Provide customize reports as required.

***E. Operational Changes***

Designated representatives from the County will be authorized to make calling plan and other changes for the County’s Government Subscribers. The authorized representatives will be able to change rate plans among those eligible rate plans indicated in the Verizon Wireless Pricing Offer, provided they have met the requirements of the plan terms and conditions. The individuals authorized to make rate plan changes may contact the Government Account Manager to review and make the change. Additionally, the authorized representative of the County may make certain other changes consistent with the Government Account Program. However, Early Termination Fees are waived for government subscribers.

***F. Delivery of Equipment***

Normal process time for fulfilling orders is typically 3–5 business days from the receipt of the Purchase Order, subject to availability. Rush orders are typically shipped within two business days after receipt of Purchase Order and may incur additional charges. Bulk orders of greater than 50 lines may vary in length. The assigned Government Account Manager will work with the County for the purchase of new cellular units and replacements required. While Verizon Wireless does not offer loaner phones it offers customers several equipment protection programs. Please refer to Warranty section below for more information.

**NETWORK INFORMATION**

***A. Technology***

As the owner and operator of the nation’s most reliable network, Verizon Wireless provides 800 and 1900 MHz CDMA digital voice and data services, EV-DO high-speed data-only Mobile Broadband service and 1xRTT NationalAccess service.

Verizon Wireless’ CDMA technology offers the following advantages over other technologies:

- CDMA technology is one of the most spectrally-efficient digital standards available. Increased spectrum capacity means more calls are completed and busy signals and dropped calls are avoided.
- Blocked calls are minimized on the Verizon Wireless network due to the increased capacity of CDMA. CDMA digital technology assigns each conversation a code, rather than separate frequencies or channels. CDMA can accommodate multiple conversations on a single channel, making it easier for calls to go through. All subscribers share the same range of radio spectrum.
- CDMA employs coding technology that provides improved voice quality while virtually eliminating static and cross talk. It also provides a “soft hand-off” capability that makes hand-offs from one cell tower to another virtually unnoticeable to subscribers.

- CDMA technology also offers increased privacy and security by converting speech into code and transmitting it in a random sequence.

Our CDMA technology has enabled Verizon Wireless to provide the nation's most reliable nationwide wireless broadband network. Our Mobile Broadband premier data-only service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps<sup>20</sup>. Mobile Broadband enables your remote workers and road warriors to quickly download complex files and view email attachments. Mobile Broadband' CDMA technology also provides authentication and data protection and is compatible with many virtual private networks. With Mobile Broadband-compatible equipment, this service is presently available to more than 284 million people in 264 major metropolitan areas and 269 airports in the U.S. and in certain parts of Canada and is expanding coast-to-coast. Mobile Broadband is seamlessly backward compatible with Verizon Wireless' high-speed wireless third generation (3G), 1xRTT national network service "NationalAccess" to optimize subscriber service. NationalAccess, which supports voice and data in the same spectrum, is available in Verizon Wireless' entire coverage area.

Verizon Wireless offers EV-DO Rev. A throughout our Mobile Broadband footprint. EV-DO Rev. A is backwards compatible with EV-DO Rev. 0. This is important because it means that EV-DO Rev. 0 capable equipment that is currently in use will not lose functionality due to deployment of EV-DO Rev. A technology.

## **B. Reliability**

Verizon Wireless' commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We are committed to providing our customers with access to the most reliable wireless network in the country. To this end, Verizon Wireless has invested more than \$50 billion in our network during the last eight years – more than \$5.5 billion on average every year. This investment has broadened the scope of our network coverage while increasing the reliability and capability of the wireless services we provide to our customers

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, and power. They are also cross-trained to handle a wide variety of system maintenance issues – all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than two percent of the calls placed on Verizon Wireless' network are dropped or fail to initially connect - even during the busiest hours of the day – as well as by our continual subscriber growth.

Our reliable network is a combination of strong technology and capable employees. Network operations teams across the country conduct exercises each year to confirm that team members have access to contacts, systems, tools, and suppliers to resolve any potential disaster or disruption that occurs. These teams are empowered to identify and implement ways to make our network stronger, more efficient, and available for our customers when they need it, even during natural disasters. Thanks to these efforts and ongoing preparations and investments, our network has stayed strong – even through the natural disasters of past few years – while other communication networks often were adversely impacted or failed.

Verizon Wireless provides voice and data service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. Many critical network systems are located in geographically diverse locations. The most critical systems provide uninterrupted service to customers, even if one location is damaged. These systems are designed to automatically fail-over to an alternate location with minimal, if any, impact to customers. These systems are tested at least annually as part of the Business Continuity/Disaster Recovery program, and in many cases are tested more frequently to maintain reliable service.

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<sup>20</sup> Speeds require an EV-DO Rev. A-capable device. When using an EV-DO device that is not Rev. A-capable or traveling in the Extended Broadband Rate and Services area, you can expect download speeds of 400–700 Kbps and upload speeds of 60–80 Kbps. Mobile Broadband speed claims based on our network tests with 5 MB FTP data files, without compression. Outside the Mobile Broadband Rate and Coverage Areas, you can expect download and upload speeds of 60–80 Kbps.

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

The NOCs monitor cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports them. When an alarm is activated, the NOC receives detailed information from the network management system, including cell location, the switch location, the contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. Verizon Wireless network surveillance engineers perform remote diagnostic procedures and, in some cases, restore service.

Service protection and restoration strategies are an integral part of Verizon Wireless's network management. Switches and cell sites are continuously monitored for numerous factors, from call processing to room temperature. All switches and cell sites have battery backup, and in some cases, independent diesel power sources.

In areas known to have system limitations, Verizon Wireless may initiate corrective actions transparent to the subscriber. Some examples of these actions would include:

- Redirecting antenna on a designated cell site.
- Adjusting power levels on cell site components to increase performance.

It is important to note that the provision of wireless communication services is potentially impacted by many external factors beyond the reasonable control of Verizon Wireless. Reception may be effected due to topography, atmospheric and environmental conditions, and the location of the user.

While Verizon Wireless reserves full discretion over its network and partnership arrangements, we will work with our customers where difficulty accessing the Verizon Wireless network is specifically identified.

### ***C. Redundancy and Backup***

Verizon Wireless provides voice and data service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. These fully redundant switching systems are distributed throughout different geographic regions in order to reduce the possibility of losing more than one switch due to an unexpected occurrence. In the event of a disaster, Verizon Wireless will work tirelessly to restore service to our subscribers.

Verizon Wireless has taken significant precautions to minimize the possibility of interruption to our network locations, including redundancy designed into the equipment and circuitry, back-up batteries and generators, fire detection and suppression systems, and security systems for the buildings. We also maintain and utilize portable cells-on-wheels ("COWs") and cell-on-light-trucks ("COLTs"), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be deployed for emergency situations across the country. In addition, Verizon Wireless has implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provides priority service restoration if a circuit is disrupted.

### ***D. System Operations***

Verizon Wireless' two Network Operations Centers (NOCs) serve as the hubs of the company's regional network operations. The NOCs are located in Bedminster, NJ and Southlake, TX, and operate 24 hours a day, 7 days a week, 365 days a year. The NOCs are capable of detecting network failures, diagnosing the failure, sending out repair personnel and tracking the problem to conclusion. If an outage does occur, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

The NOCs monitor cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports them. When an

alarm is activated, the NOC receives detailed information from the network management system, including cell location, the switch location, the contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. Verizon Wireless network surveillance engineers perform remote diagnostic procedures and, in some cases, restore service.

***E. Business Continuity and Disaster Recovery***

Verizon Wireless has taken many steps to prevent outages from affecting our subscribers. Our emergency response capabilities have been tested and proven during many difficult situations including the wildfires of 2007 and 2008, tornadoes in the Midwest and South in 2008, flooding in the Northwest, and the extraordinary hurricane seasons of 2004 and 2005. Our network in Florida withstood the impact of eight hurricanes in 2004 and 2005 and delivered top performance compared with other communication networks.

Verizon Wireless has a cross-functional Business Continuity and Disaster Recovery (“BC/DR”) team responsible for minimizing the impact of a disruption for our customers, employees, infrastructure and business operations.

There are 39 crisis management teams in place across the company, including more than 1,300 leadership employees from the Regions, Areas, and Headquarters. Each team is responsible for managing the Verizon Wireless response to a crisis in its geography or building. These teams include primary and backup contacts from all major departments who manage the response to a crisis, if one should occur. The teams are led by the Area or Region Presidents and typically include Director-level employees.

The BC/DR team accomplishes its objective by focusing on the following activities:

- Identify critical processes, infrastructure and risks;
- Implement strategies to minimize the risk of a disruption; and
- Develop business continuity, disaster recovery and crisis management plans to recover operations in the event of a disruption;
- Test our plans to validate our response capabilities.

**Network Operations:**

Verizon Wireless deploys and maintains a wireless network designed to minimize service interruptions for our subscribers. We invest in state-of-the-art equipment throughout the network, and employ continuous system monitoring and maintenance.

Verizon Wireless’ Network Operations Centers (NOCs) monitor systems for numerous factors, ranging from call processing volumes to room temperature in our Mobile Switching Centers (MSCs) and our cell sites. These NOCs are staffed 24x7 with experienced personnel who work closely with our regional field operations teams to coordinate and expedite the restoration of service in the event of outages. Each NOC receives alarms or other indicators that help troubleshoot problems in the network. The NOCs are also in regular contact with the voice and data customer care centers.

Verizon Wireless has taken significant precautions to minimize the possibility of interruption to our network locations, including redundancy designed into the equipment and circuitry, back-up batteries and generators, fire detection and suppression systems, and security systems for the buildings. We also maintain and utilize portable cells-on-wheels (“COWs”) and cell-on-light-trucks (“COLTs”), which are fully functional generator-powered cell sites that can replace or enhance network coverage and capacity in a given area. They can accommodate both voice and data services, and can be deployed for emergency situations across the country.

Verizon Wireless’ Information Technology (IT) Disaster Recovery Team develops, tests, and maintains disaster recovery plans for mission critical applications in the data centers. Our major data centers are protected by automatic fire detection and suppression systems, and by physical security systems and alarms. In addition, all data centers are backed-up by battery and generator systems which are designed to support data for an extended timeframe. Disaster recovery plans for critical systems and infrastructure are tested on a regular basis.

**Customer Service:**

Verizon Wireless’ customer service teams operate multiple contact centers across the country and can automatically reroute customer calls to alternate call centers in the event of a disruption at one location. In addition, our communications equipment is supported by back-up batteries and back-up generator power. These

business continuity plans are tested and updated on a regular basis so that we can continue to maintain high levels of service for our enterprise customers.

***F. Fraud***

Verizon Wireless takes your information security concerns seriously. We follow generally accepted practices to secure our internal systems. We operate under a detailed, rigorous information security policy, and we maintain physical, electronic and procedural safeguards to protect the security of our internal systems.

Verizon Wireless secures your information on our network by:

- Employing strong user authentication technology to make certain that only authorized users and devices connect to the Verizon Wireless network and systems.
- Implementing internal and external security procedures to guard our networks and applications against unauthorized access.
- Installing firewalls and intrusion detection sensors configured to notify IT staff in the event of an attack on the network.
- Monitoring the Verizon Wireless networks around the clock at our Network Operation Centers.
- Maintaining an active security patch management process to deploy updated software releases when reliable sources identify potential security vulnerabilities.

***G. Long-Term Evolution***

LTE, which stands for Long Term Evolution, is the technology that will power our fourth generation (4G) mobile broadband network. The technology is designed to deliver mobile data networks with higher speed and performance, lower latency, global roaming, and improved efficiencies. Currently, our high-speed wireless network, which powers our Mobile Broadband Internet applications, is based on Evolution Data Optimized (EV-DO) Revision A technology. Our 3G technology offers typical download speeds of 600 Kbps-1.4 Mbps while our 4G technology is expected to deliver average user throughputs of approximately 7-12 Mbps on the downlink and approximately 3-5 Mbps on the uplink<sup>21</sup>, coupled with dramatic improvements to data latency.

LTE provides Verizon Wireless with the opportunity to move to a common platform with Vodafone, enabling us to jointly develop innovative services and to expand our roaming relationship. As a result of our joint work within the Third Generation Partnership Project (3GPP) standards organization, both companies will have robust interworking between LTE and our legacy technologies.

The selection of LTE provides Verizon and Vodafone - our parent companies - with a unique opportunity to adopt a common access platform with true global scale and compatibility with existing technologies of both companies. Verizon Wireless and Vodafone have completed 4G LTE field testing utilizing our existing spectrum in the U.S. in Minneapolis, Columbus, OH, and Northern New Jersey. Because LTE is a global standard and will be used by our customers outside of the U.S., field testing has been completed in Budapest, Dusseldorf and Madrid.

The Verizon LTE Innovation Center, based in Waltham, MA, will serve as the catalyst for early development of non-traditional products for use on LTE networks. Our LTE Innovation Center will include a lab for product testing and development, as well as home and business environments designed to simulate usage of products in real-life situations. The Verizon Wireless LTE Innovation Center is expected to see significant activity across three product areas: 1) consumer electronics and appliances; 2) machine-to-machine (M-2-M) products in the areas of healthcare, security and utility metering; and 3) telematics.

We have selected Ericsson and Alcatel-Lucent as the primary network equipment vendors for our initial LTE network deployments in the U.S. These two vendors are expected to build the underlying infrastructure that will enable us to become the first wireless carrier to offer commercial LTE-based services in the U.S. We also selected Nokia Siemens Networks and Alcatel-Lucent as key suppliers for the IP Multi-media Subsystem (IMS) network,

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<sup>21</sup> Actual average throughputs may vary.

which will enable rich multimedia applications regardless of access technology. LTE will be one of the key wireless access networks linked to IMS technology.

We are well positioned with respect to spectrum licenses and existing network infrastructure, which are critical for the provision of 4G services. We will utilize the 700 MHz contiguous C-Block spectrum we acquired in 2008 to perform system integration testing in 2009 with commercial launch of our LTE network in 2010. Verizon Wireless is the only wireless service provider to hold a contiguous, nationwide 700 MHz C-Block license. Holding this nationwide license is yet another example of how we distinguish ourselves from our competition. It provides Verizon Wireless with key advantages over other wireless service providers, including:

- a licensed right to deploy our technology across a national footprint;
- faster speed to market for our products and services;
- lower operational complexity;
- and superior in-building penetration.

This spectrum is an important part of our overall broadband strategy. The national 700 MHz spectrum footprint will be ideal for connecting a variety of consumer electronics, such as wireless phones, medical devices and gaming consoles and provide increased speed and performance – this new spectrum will enable Verizon Wireless to remain the industry leader in wireless voice and data services well into the next decade.

In August 2009 we announced successful completion of LTE data calls over our 700 MHz spectrum in Boston and Seattle. The calls involved streaming video, file uploads and downloads, and Web browsing. Significantly, we successfully made data calls using Voice over Internet Protocol (VoIP) to enable voice transmissions over the LTE 4G network. Boston and Seattle each now have 10 LTE 4G cell sites up and running on the 700 MHz spectrum. These LTE 4G markets were selected by network planners due to their geographic configuration of suburban and urban areas as well as the areas' high-technology population. The trials will help Verizon Wireless and our LTE 4G network partners understand issues that include how to best prepare cell sites and how to add the new technology to the network.

We expect to commercially launch our LTE 4G network in up to 30 markets in 2010, covering 100 million people. In subsequent years, an equally aggressive growth plan will result in full nationwide coverage in 2013. While we are excited about our LTE plans, our customers will continue to use our CDMA network for many years to come. We will continue to maintain and ensure our existing voice and data network is available to meet the needs of our customers as we build out our 4G network.

**VERIZON WIRELESS, 7600 MONTPELIER ROAD, LAUREL, MD 20723**

PRICING SHEET: **91575**

Terms: NET 30

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Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2013 2016.**