

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES
AT&T MOBILITY NATIONAL ACCOUNTS LLC**

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and AT&T Mobility National Accounts LLC (hereinafter “Vendor”), with its principal place of business at 208 South Akard, Dallas, TX 75202.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-169, on October 14, 2011, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-169 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C Pricing Index; Exhibit 1 Vendor’s Response to RFO DIR-SDD-TMP-169, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-169, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, then Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

A. The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

B. DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees

that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

3. Product and Service Offerings

A. Products

Wireless Voice and Data Products available under this Contract are all published AT&T National Plans, Government Pooled Plans, Smartphone Data Plans, International Plans and Data Connect Plans. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of Products and Services awarded based on the posting described in Section 1.B above.

B. Services

Wireless Voice and Data services available under this Contract are all published AT&T National Plans, Government Pooled Plans, Smartphone Data Plans, International Plans and Data Connect Plans. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of Products and Services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount from the Vendor for all published AT&T Wireless Voice and Data Service Plans will be 26%.

The minimum Customer discount from the Vendor for all AT&T accessories is 30% off of current retail price.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement

applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. Telecommunications Fees and Surcharges and Taxes

- (a) The only applicable FCC authorized fee, surcharge or assessment in effect as of the date of this Contract is the Federal Universal Service Fund charge. Any additional, or updates to, FCC, PUC or other authorized telecommunications taxes, fees and surcharges applicable to any Service may only be imposed during the Term, upon a written amendment to authorize such imposition under the Contract. Vendor acknowledges that certain Customers that are political subdivisions of the State, are exempt from the imposition and collection of certain State telecommunications fees, including the Texas Universal Service Fund Charge and the Texas Infrastructure Fund assessment. In addition, State agency Customers have additional exemptions from State telecommunications fees, including the 9-1-1 emergency service fee, 9-1-1 equalization surcharge, poison control surcharge, and late charges imposed under Section 55.010, Texas Utilities Code. Vendor agrees to not bill for any items which are not mandated by the FCC, PUC or other proper authority and which are otherwise not applicable to the Services and for which Vendor has requested and received valid exemption certificates from Customers. Vendor agrees to promptly correct any incorrect billings of telecommunications fees and surcharges that occur. Vendor acknowledges that DIR makes no representations about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001, Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.
- (b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fee and surcharge on the Services, which Vendor desires to impose and for which DIR Customers do not have an exemption, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto.
- (c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001,

Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.

E. Other Fees

Vendor acknowledges all activation fees and termination fees, including early termination fees, are waived for all Customers.

F. Back-billing

Prices to Customers for Services inadvertently left off previous invoices by the Vendor may be back-billed no more than 120 calendar days for usage. Pursuant to PUC Rule 26.27, a six-month limit from the date of discovery of an error applies to back-billing of all billed Services. Back-billing shall be included in the Adjustments. For purposes of this paragraph, a billing Adjustment is as modification or correction of a billing amount or an element of a Service.

G. DIR Cost Recovery Fee

The DIR Cost Recovery Fee (CRF) is authorized by Chapter 2170, Texas Government Code, and DIR has the discretion to set the rate of the CRF to recover its costs in accordance with the statute. The initial rate for the CRF is set forth in Section 5 herein. The DIR CRF specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

H. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

I. Tax-Exempt

As per Section 151.309, Texas Tax Code, certain Government Entity Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Entity Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Assistance organizations may be exempt from the assessment of State sales, use and excise taxes under Section 151.310, Texas Tax Code. Vendor is responsible for determining applicable taxes on assistance organizations. DIR makes no representation with regard to the tax-exempt status of private institutions of higher education, qualified to participate in this Contract pursuant to Section 2170.004(5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each assistance organization directly.

J. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach

transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

K. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Cost Recovery Fee

A) The Cost Recovery Fee (CRF) to be paid by the Vendor to DIR for Telecommunications Products and Services based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all telecommunications sales, net of returns and credits. For example, the CRF fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the applicable CRF fee. DIR reserves the right to change this fees upwards or downwards during the term of this Contract, upon written notice to Vendor. Changes in the CRF fees shall be incorporated into the price to the Customers on the date designated by DIR. Notwithstanding the foregoing, all products and services are to be provided and billed in full compliance with applicable laws and regulations.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Director, Communications Technology Services Division
With a copy to:
Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

If sent to the Vendor:

Tatum Minister
AT&T Mobility National Accounts LLC

712 East Huntland Drive
Austin, TX 78752
Phone: (512) 914-1918
Facsimile: (210) 222-3602
Email: tm6230@att.com.com

7. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

1. **Appendix A, Standard Terms and Conditions for Product and Related Services Contracts;** all references to "administrative fee(s)" are hereby deleted in their entirety.

2. **Appendix A, Section 4.F. Choice of Law** is hereby restated as follows:

F. Choice of Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity, nor as a waiver of any Vendor's defenses under Texas law.

3. **Appendix A, Section 7.C. Payments** is hereby restated as follows:

C. Payments

Customers eligible under Chapter 2251 shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

Customers who are assistance organizations (as described in the definition of "Customer" in Section 3 to this Appendix A ("Definitions")) will make payment within 30 days after the date of the invoice. Such Customers will reimburse Vendor for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees.

In addition, Vendor may charge such Customers with late payment fees for all other Services, at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law for overdue payments. All checks remitted in payment of amounts due hereunder will refer to the invoice number. Restrictive endorsements or other statements on checks are void.

4. **Appendix A, Section 9.A. Indemnification** is hereby restated as follows:

A. Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY (I) THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS. (II) BY CUSTOMER'S LOCAL COUNSEL FOR CUSTOMERS THAT ARE POLITICAL SUBDIVISIONS (INCLUDING COUNTIES, MUNICIPALITIES, OR DISTRICTS) AND (III) BY VENDOR'S LEGAL COUNSEL FOR CUSTOMERS THAT ARE EITHER PRIVATE INSTITUTIONS OF HIGHER EDUCATION OR ASSISTANCE ORGANIZATIONS (AS BOTH ARE DESCRIBED IN THE DEFINITION OF "CUSTOMER" IN THIS APPENDIX A ("DEFINITIONS")). IN ADDITION, IN CASES WHERE EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL IS COORDINATING THE DEFENSE (I) OR LOCAL COUNSEL IS COORDINATING THE DEFENSE, VENDOR WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT VENDOR'S EXPENSE, BUT VENDOR AGREES NOT TO INTERFERE WITH EITHER THE OFFICE OF THE TEXAS ATTORNEY GENERAL'S OR LOCAL COUNSEL'S (AS THE CASE MAY BE) MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. IN CASES WHERE VENDOR IS COORDINATING THE DEFENSE, THE AFFECTED CUSTOMER WILL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE AT CUSTOMER'S EXPENSE, BUT CUSTOMER AGREES NOT TO INTERFERE WITH VENDOR'S MANAGEMENT AND CONTROL OF THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE FOREGOING, VENDOR DOES NOT WAIVE ANY DEFENSES UNDER TEXAS LAW.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND CUSTOMERS AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent Contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

5. **Appendix A, Section 9.K. Limitation of Liability** is hereby restated as follows:

K. Limitation of Liability.

(a) For any claim or cause of action arising under or related to the Contract, neither Party will be liable to the other Party for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

(b) EACH PARTY'S LIABILITY TO THE OTHER UNDER THE CONTRACT WILL NOT EXCEED THE TOTAL VALUE OF VENDOR'S INVOICES TO DIR IN THE TWELVE (12) MONTHS PRECEDING THE FILING OF A LAWSUIT

(c) Exceptions to Limitations of Liability. This *Section* will not apply with respect to:

(1) Losses occasioned by the fraud (except as rendered inapplicable to the State, DIR and all state agency and local government Customers), willful misconduct, or gross negligence of a Vendor.

- (2) Losses that are the subject of Indemnification under this CONTRACT.
- (3) Losses occasioned by any breach of a Party's obligations under the Confidentiality and Disclosure provisions of this Contract.

6. **Appendix A, Section 9.L. Overcharges** is hereby restated as follows:

L. Overcharges

Vendor hereby assigns to DIR any and all claims for overcharges associated with products and services provided to DIR and Customers under this Contract arising under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* (1973), as amended, and the antitrust laws of the State, Sections 15.01, *et seq.*, Texas Business & Commerce Code.

7. **Appendix A, Section 9.S. Deceptive Trade Practices; Unfair Business Practices** is hereby restated as follows:

S. Deceptive Trade Practices; Unfair Business Practices

Vendor represents and warrants that to the best of its knowledge and belief neither Vendor nor any of its Subcontractors has within the last 3 years been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations under Chapter 17, Texas Business & Commerce Code, or it has no officers who have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations.

8. **Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution** is hereby restated as follows:

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas. Notwithstanding the foregoing, Vendors intend to resolve all billing disputes with Customers in accordance with Chapter 2251, Texas Government Code.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing. Notwithstanding any such Dispute, the Vendor must continue to perform the Services in compliance with the terms of this Contract pending resolution of Disputes so long as all undisputed amounts continue to be paid to Vendor.

9. **Appendix A, Section 10.C. Force Majeure** is hereby restated as follows:

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract except for payment obligations for services already rendered for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

This Contract is executed to be effective as of the date of last signature.

AT&T Mobility National Accounts LLC

Authorized By: Signature on File

Name: Roland Saenz

Title: Director of Contracts

Date: 4-11-2012

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 4/12/12

Legal: Signature on File

**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES**

CONTRACT FOR PRODUCTS AND RELATED SERVICES

**CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS AND ITS RELATED
ENTITIES**

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cellco Partnership d/b/a Verizon Wireless and its Related Entities (hereinafter "Vendor"), with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920-1097.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-169, on October 14, 2011, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-169 shall be posted by DIR on the Electronic State Business Daily.

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2. Term of Contract

A. The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

- B. DIR agrees that Vendor may accept Purchase Orders with a termination date up to one year beyond the then-effective termination date of the Contract. Vendor agrees that it shall not accept Purchase Orders under the Contract for any term beyond one year from the effective termination date of the Contract.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Wireless Voice & Data Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Wireless Voice & Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount from the Vendor for all published commercial Verizon Wireless Voice and Data National Plans is 23%; it should be noted, however, Custom State of Texas Calling Plans, Nationwide Flat Rate Calling Plan, Enterprise Messaging, Static IP Isolated Pool w/Fixed End System, Machine to Machine and ZipIt Now Messaging Solution 3MB Price Plan are firm fixed prices and identified in Appendix C Product and Pricing Index. Verizon consumer plans are not within the scope of this contract. Promotional price plans may become available to the State in the future that may already be discounted and not eligible for further discounting. Future plans offered by Verizon under alternative terms and/or discounts will be subject to mutual agreement by both parties before being sold under this contract.

The minimum Customer discount from the Vendor for all eligible accessories is 35% off of current retail price.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

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- (b) During the Term, all changes in the law or fee structures, which creates or authorizes Vendor to impose an unlisted telecommunications fee and surcharge on the Services, which Vendor desires to impose and for which DIR Customers do not have an exemption, shall require an amendment in order to be effective against the State, DIR and Customers. In the event of a change in the law or telecommunications fees and surcharges structures, which results in an exemption from payment in favor of the State, DIR and/or Customers, Vendor shall give effect to the exemption without the necessity of an amendment hereto.
- (c) Vendor acknowledges that certain Government Entity Customers are exempt from state sales, use and excise taxes, Section 151.309, Texas Tax Code, and Federal Excise Tax, 26 USC Sections 4253 (i) and (j). Vendor further acknowledges that State agency Customers are exempt from the assessment and collection of sales taxes imposed by political subdivisions of the State. See Sections 321.208 (municipalities) and 323.207 (counties), Texas Tax Code. The Government Entity Customers shall issue a tax exemption certificate upon request to Vendor. Vendor acknowledges that DIR makes no representation about the exemption status of any Customers that are assistance organizations, as defined in Section 2175.001, Texas Government Code or certain private institutions of higher education under Section 2170.004 (5), Texas Government Code. Vendor must request and receive any exemption certificates that may apply from each such organization directly.

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I. Tax-Exempt

As per Section 151.309, Texas Tax Code, Government Entity Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Government Entity Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Assistance organizations may be exempt from the assessment of State sales, use and excise taxes under Section 151.310, Texas Tax Code. Vendor is responsible for determining applicable taxes on assistance organizations. DIR makes no representation with regard to the tax-exempt status of private institutions of higher education, qualified to participate in this Contract pursuant to Section 2170.004(5), Texas Government Code.

J. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

K. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Cost Recovery Fee

A) The Cost Recovery Fee (CRF) to be paid by the Vendor to DIR for Telecommunications Products and Services based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all telecommunications sales, net of returns and credits. For example, the CRF fee for sales totaling \$100,000 shall be \$2,000.

B) All prices quoted to Customers shall include the applicable CRF fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Changes in the CRF fees shall be incorporated into the price to the Customers on the date designated by DIR.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Director, Communications Technology Services Division
With a copy to:
Attorney, Communications Technology Services Division
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Facsimile: (512) 475-4759

If sent to the Vendor:

Russ Brown
Verizon Wireless
70 NE Loop 410, Suite 395
San Antonio, TX 78216
Phone: (210) 347-1406
Facsimile: (210) 592-5080
Email: russ.brown@verizonwireless.com

7. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

1. **Appendix A, Section 8.C.2. Records and Audit** is hereby restated as follows:

2) Vendor and Order Fulfillers shall maintain all billing records related to state funds and all other records adequate to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number,

description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each CRF owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

2. **Appendix A, Section 9.I. Security of Premises, Equipment, Data and Personnel** is hereby restated as follows:

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

Other than matters of promulgated laws and regulations and matters of general knowledge and prudence, Customers shall provide to Vendor or post prominently any and all safety/security procedures that Vendor should comply with when on the Customers' premises.

3. **Appendix A, Section 9.N. Required Insurance Coverage, first paragraph** is hereby restated as follows:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A- financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and
- e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

This Contract is executed to be effective as of the date of last signature.

Cellco Partnership d/b/a Verizon Wireless and its Related Entities

Authorized By: Signature on File

Name: Todd Loccisano

Title: Executive Director - Contracts

Date: 14-March-2012

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 3/21/12

Legal: Signature on File

Verizon Wireless

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Verizon Wireless is America's best, most reliable wireless network, serving over 45.5 million customers nationwide. Verizon Wireless deploys wireless service utilizing the CDMA technology, which provides enhanced service levels while accommodating increasing capacity. We were first to launch a high-speed data network, NationalAccess, with downloadable applications over the air onto phones. BroadbandAccess, a higher speed mobile wireless internet data solution, with typical speeds of 400-700 kbps, capable of reaching speeds up to 2 Mbps is also available in the following major metropolitan areas: BroadbandAccess is currently available in 30 major metropolitan markets nationwide, including: Atlanta, GA; Austin, TX; Baltimore, MD; Boston, MA; Chicago, IL; Cincinnati, OH; Columbus, OH; Dallas/Fort Worth, TX; Dayton, OH; Hartford, CT; Houston, TX; Jacksonville, FL; Kansas City, MO; Las Vegas, NV; Los Angeles, CA; Madison, WI; Miami/Fort Lauderdale, FL; Milwaukee, WI; New Haven, CT; New Orleans, LA; New York, NY/Newark, NJ; Orlando, FL; Philadelphia, PA; Phoenix, AZ; Pittsburgh, PA; Providence, RI; San Diego, CA; St. Petersburg/West Palm Beach, FL; Tampa, FL; and Washington, DC. BroadbandAccess is also available in the major airports within these markets.

Verizon Wireless has provided service to the Federal sector for over 20 years. We have a dedicated Government Sales organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation have assisted in expediting and facilitating wireless solutions for the government customer.

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Cellular/PCS Voice Services

Verizon Wireless

7600 Montpelier Road
Laurel, Maryland 20723

1-800-561-6227

<http://www.verizonwireless.com/b2c/support/government.jsp>

Contract Number: GS-35F-0119P

Period Covered by Contract: December 03, 2003 through December 02, 2008

General Services Administration
Federal Supply Service

Modification 07

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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132-53 Wireless Service

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

The geographic scope of this contract is the 48 contiguous states, the District of Columbia and Hawaii.

2. Contractor's Ordering Address and Payment Information:

Ordering Address for Voice and Paging:	Payment for Voice:	Payment for Paging
Verizon Wireless FSS - Government Customer Service 7600 Montpelier Road Laurel, Maryland 20723	Verizon Wireless P.O. Box 17464 Baltimore, Maryland 21297-1464	Verizon Wireless Messaging Services P.O. Box 15110 Albany, NY 12212-5110

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Verizon Wireless FSS Government Customer Service Team: 1-800-561-6227

1.0 Verizon Wireless Overview

Verizon Wireless is America's best, most reliable wireless network with more than 43.8 million wireless voice and data subscribers.

Verizon Wireless subscribers have access to one of the largest, most ubiquitous networks in the country, with more than 22,000 cell sites in operation, currently covering 97 of the top 100 markets. Verizon Wireless provides superior Code Division Multiple Access (CDMA) digital technology along with high reliability and consistent call quality. Verizon Wireless' cellular coverage is currently one of the largest of any wireless provider.* Verizon Wireless' National Access is available in virtually the entire Verizon Wireless footprint.

Verizon Wireless is considered a leader in the wireless communications industry based upon our ability to offer innovative choices for wireless products and services including voice, wireless data and text messaging. Verizon Wireless also offers benefits such as Internet access, SMS (Short Message Services) and remote wireless email.

National Wireless Service

Verizon Wireless has the capability to provide the government with the latest in wireless technology. Verizon Wireless offers greater value for your organization's wireless investment through our national business structure that enables us to offer:

- Extensive nationwide network
- Simplified choices for national wireless services, including voice, data and text messaging
- Superior Customer Service that encourages employees to take ownership of subscriber issues and delivers quick resolution.
- Highly reliable and consistent call quality across our CDMA network.
- More consistent delivery of service features [like voice mail, caller ID, text messaging] as subscribers travel around the country.
- National wireless data services that offer benefits such as Picture Messaging, e-mail, and internet access through BlackBerry and other PDA devices, remote database access and e-commerce services.

The key to Verizon Wireless' success is to continue delivering outstanding value to subscribers. With our strong customer service focus in every process, Verizon Wireless is also committed to maintaining and improving the quality of our network.

Verizon Wireless' Network

Verizon Wireless provides 800 and 1900 MHz Code Division Multiple Access (CDMA) digital voice and data services, 1xRTT Express Network, and 800 MHz Advanced Mobile Phone System (AMPS) analog service. The combination of a digital and analog network gives Verizon Wireless the ability to provide subscribers with coverage in parts of the country that some competing national carriers have yet to build out. Verizon Wireless continues to invest significantly to expand and enhance its premier network. Over the past two years, Verizon Wireless has invested more than \$8 billion nationwide.

CDMA digital technology provides reliable and consistent call quality and connectivity. Verizon Wireless uses dual encoding systems to convert analog voice to digital signals. The digital signals are then packetized and sent across our spread-spectrum network. Spread spectrum is a technique that spreads the individual digital packets across numerous frequencies. The advantages of spread spectrum CDMA are efficiency and security. Because the digital packets can share the same bandwidth and time, individual cells can handle many more calls than a traditional analog network. The random assignment of packets to different frequencies prevents eavesdropping and creates a highly secure network. CDMA service also virtually eliminates static and cross-talk. Dropped calls are also reduced

by our “soft hand-off” capability that ensures a traveling caller isn’t dropped from one cell before a connection is completed to a new cell.

Verizon Wireless was the first U.S. wireless carrier to roll out a national high-speed wireless data network. Today our sizeable 3G footprint supports voice and data in the same spectrum. Based on 1xRTT technology, our 3G NationalAccess allows customers fast access to the Internet in over 1000 cities and towns nationwide. When outside the National Enhanced Services Area, backward compatibility allows customers to access data services on our Quick 2 NetSM circuit-switched connection. Verizon Wireless will continue to leverage its scale and synergies through network infrastructure expansion to accelerate the deployment of CDMA service and 3G services, including EV-DO (BroadbandAccess). In addition to its ongoing capital investment program to build network capacity and coverage, Verizon Wireless plans to invest \$1 billion to expand the number of markets with EV-DO capability through 2005.

Network Investments

Verizon Wireless continues to invest significantly to expand and enhance its premier network. Over the past 2 years, Verizon Wireless has invested more than \$8 billion nationwide, resulting an increase in cell site coverage, deployment of two-way short messaging service (SMS) throughout the network, and the conversion to third generation (3G) 1xRTT technology(NationalAccess), capable of high-speed data transmission, in virtually the entire Verizon Wireless footprint. Verizon Wireless will continue to leverage its scale and synergies through network infrastructure expansion to accelerate the deployment of CDMA service and NationalAccess services. Verizon Wireless plans to invest more than \$4 billion in its network this year.

2.0 Verizon Wireless Messaging Services’ Overview

Verizon Wireless Messaging Services’ is a leader in business-to-business wireless messaging partnerships, providing an excellent customer support infrastructure, combined with world-class technology deployment and operations. This combination ensures superior customer satisfaction and the most efficient utilization of paging services.

Verizon Wireless Messaging Services aims to keep costs low by automating customer transactions, sharing best practices, and fine-tuning its networks for capacity and cost efficiency. Furthermore, Verizon Wireless Messaging Services has a strong track record of customer satisfaction, integrity, and growth.

Millions of cellular and paging customers in the U.S. associate the Verizon Wireless brand with fast, friendly and flexible service. Verizon Wireless Messaging Services has earned a reputation for excellent customer service and outstanding customer focus.

Verizon Wireless Messaging Services’ Network

Verizon Wireless Messaging Services’ networks utilize the latest proven technologies commercially available. These networks have elements that are designed to Verizon Wireless Messaging Services’ specifications improving system performance. The following are used on many of Verizon Wireless Messaging Services’ present operating systems:

- Satellite delivery of paging information for greater coverage
- Frame Relay, which provides interconnection of paging terminals and satellite links
- Redundancy in many elements of the network to provide continuous service in the unlikely event of an outage
- Data network topologies utilizing TCP/IP and SNMP, which help Verizon Wireless Messaging Services to manage its network
- Automatic diagnostics and alarming to minimize downtime

- Fiber Optic Telco connections, where available, for improved reliability
- Interconnect route diversity to maintain service in the event of a landline-based problem

Although Verizon Wireless Messaging Services has not experienced significant outages with its redundant system architecture, Verizon Wireless Messaging Services employs redundancy in all critical terminal power plants. This redundancy includes redundant power plant, battery back-up and, in most cases, a permanent generator back-up. Verizon Wireless Messaging Services' 900 MHz satellite controlled paging systems have redundant encoding equipment and redundant satellite transmitters, all located at its up-link. Verizon Wireless Messaging Services also employs redundant telephone facilities at the up-link. All of Verizon Wireless Messaging Services' terminal networking is accomplished via high-tech networks, backed up in the event of failure by dial back-up phone lines or satellite back-hauls. Verizon Wireless Messaging Services' terrestrial link transmitter systems employ fully redundant link transmitters with power back-up facilities. On systems where redundancy is not available, ample spares are inventoried to minimize the impact of failure.

Verizon Wireless Messaging Services' network is monitored for system performance and system throughput. Any time the local system is observed to be malfunctioning or delayed in processing paging traffic, an internal monitoring team contacts the affected regional technical team, or on-call personnel if after hours, and immediately requests investigation to confirm system performance and correct the fault in the network. On-call personnel carry pagers and mobile telephones. If a network issue affecting more than the local area is identified by the core monitoring group in Dallas, TX, actions are taken to contact the Network Engineering technical staff, or on call personnel. The local technical staff, Core Monitoring and Network Engineering groups have staff on-call 24 x 7 x 365. When an outage is reported, an e-mail alert is generated indicating the area, the problem and what services are affected. This alert goes to all technical staff, Engineering headquarters staff, Core Systems and Network Engineering staff, in addition to the Major Account Executives and company management. When the outage has been corrected, an "all-clear" e-mail update is generated and submitted.

Verizon Wireless Messaging Services alphanumeric or advanced messaging customer can send the message using one of the following methods:

- Via the Internet - www.myairmail.com
- E-mail – any e-mail program can dispatch alphanumeric messages to Verizon Wireless Messaging Services alpha customers using 10-digit pager#@myairmail.com
- Paging Software – stand alone and network version programs are available at fees set forth on pricing attachment

Regardless of how the messages originate, the messages come into a Verizon Wireless Messaging Services switch. Once delivered to the Verizon Wireless Messaging Services switch, Verizon Wireless Messaging Services routes the message to the appropriate RF network, which then delivers the message over-the-air to the pager.

For Advanced Messaging customers (two-way), the sender can acknowledge the message upon receipt. If the pager receives a garbled message, the pager will request that the network resend the message (which the network will do). If the pager cannot receive the message, the network will store the message up to 96 hours. The network will continue to try to find the pager to deliver the message. When the pager is turned off, changes coverage areas, or is out of coverage the system will deliver the stored messages when it locates the pager or the pager returns to coverage within 96 hours. A total of 25-stored messages can be delivered based on a first-in-first-out methodology.

Coverage Areas/Descriptions

VWMS provides paging on four nationwide frequencies and numerous 900 MHz local frequencies, with coverage in the top 150 major metro areas and beyond in all 50 states.

Verizon Wireless Messaging Services offers the following coverage plans:

- Local - Includes one or more Metropolitan Statistical Areas (MSA) The basic level of coverage is local city coverage. This type of coverage usually includes a major city and some surrounding areas. Verizon Wireless Messaging Services offers the most extensive coverage in the industry for local coverage. Local coverage is available for 1-way and most Advanced Messaging (2-way) market networks.
- Wide Area / Statewide* - Includes major Metropolitan Statistical Areas within a State.
- One Region - Please refer to the Verizon Wireless Messaging Services map on our website – www.verizonmessaging.com
- Nationwide – Includes coverage across the 50 United States. This does not refer to “blanket coverage” Please refer to the Verizon Wireless Messaging Services map on our website – www.verizonmessaging.com

* Not available in all markets

Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate all the time.

3.0. Voice Service Rate Plans

Activation Fees and Early Termination Fees are waived for Federal Supply Schedule Subscribers

America's ChoiceSM for Business: Federal Supply Schedule Price

The America's Choice for Business Calling Plans are eligible for monthly access fee discounts. 19% Discount has already been applied as indicated herein and is not eligible for any further discount.

Standard Monthly Access Fee	\$32.39	\$48.59	\$64.79	\$80.99	\$121.49
Anytime Minutes	450	900	1350	2000	3000
Overage Rate	\$0.25 per minute				

Subscribers may choose one of the following two options*

Option 1	Unlimited IN Calling & Unlimited Nights and Weekends option*				
Nights and Weekends Minutes[†]	Unlimited				
IN Calling Minutes^{††}	Unlimited				
Option 2	Additional Anytime Minutes & Unlimited IN Calling option*				
Additional Anytime Minutes	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	800 (3800 total)
IN Calling Minutes^{††}	Unlimited				

*Subscriber may choose only one of the two option packages above.

ADDITIONAL OPTIONAL FEATURES	SHARE OPTION**
SHARE OPTION	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)

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. [†]Nights and Weekends terms and conditions apply ^{††}IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when 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 Sharing option cannot share with Subscribers choosing the National Sharing option.

Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the 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. 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 Share Option will be migrated onto applicable government pricing.

America's ChoiceSM for Business with Push to Talk: Federal Supply Schedule Price

The America's Choice for Business with Push to Talk Calling Plans are eligible for monthly access fee discounts. 19% Discount has already been applied as indicated herein and is not eligible for any further discount.

Standard Monthly Access Fee	\$40.49	\$56.69	\$72.89	\$89.09	\$129.59
Anytime Minutes	450	900	1350	2000	3000
One to One Push to Talk[†]	Unlimited				
Overage Rate	\$0.25 per minute				

Subscribers may choose one of the following two options*

Option 1	Unlimited IN Calling & Unlimited Nights and Weekends option*				
Nights and Weekends Minutes^{††}	Unlimited				
IN Calling Minutes^{†††}	Unlimited				
Option 2	Additional Anytime Minutes & Unlimited IN Calling option*				
Additional Anytime Minutes	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	800 (3800 total)
IN Calling Minutes^{†††}	Unlimited				

*Subscriber may choose only one of the two option packages above.

ADDITIONAL OPTIONAL FEATURES	SHARE OPTION**
Share Option	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)

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. [†]Push to Talk terms and conditions apply. ^{††}Nights and Weekends terms and conditions apply ^{†††}IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when 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 Sharing option cannot share with Subscribers choosing the National Sharing option.

Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the 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. 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 Share Option will be migrated onto applicable government pricing.

America's ChoiceSM Calling Plans: Federal Supply Schedule Price

America's Choice Calling Plans, including Push to Talk, qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount.

Standard Monthly Access Fee	\$28.34	\$32.39	\$40.49	\$48.59	\$64.79	\$80.99	\$121.49	\$161.99	\$242.99
Home Airtime Minutes	300	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate[†]	Included (for Domestic calls made within the 50 States)								
Domestic and Canadian Roaming Airtime Rate^{††}	\$0.69 per minute (includes Domestic long distance charges)								

America's ChoiceSM with Push to Talk Calling Plans: Federal Supply Schedule Price

Standard Monthly Access Fee with Push to Talk*	\$48.59	\$56.69	\$64.79	\$80.99	\$97.19	\$137.69	\$178.19	\$259.19
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate[†]	Included							
Roaming Airtime Rate^{††}	\$0.69 per minute							

America's ChoiceSM Flat Rate Calling Plans: Federal Supply Schedule Price

The America's Choice Flat Rate Calling Plans are not eligible for monthly access fee discounts

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

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

America's ChoiceSM Business SharePlans: Federal Supply Schedule Price

The America's Choice Business SharePlans, including Push to Talk, qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount.

In order for Customer's Government Subscribers to qualify for the America's Choice Business SharePlan, Customer must have a minimum of 5 America's Choice Business SharePlan Government Subscriber lines active at all times. Should Customer's Government Subscriber lines to the America's Choice Business SharePlan fall below the 5 Government Subscriber line minimum, Customer's Government Subscribers will be migrated onto retail consumer pricing or government pricing, if available.

Government Subscribers to the America's Choice Business SharePlans can share minutes among multiple Government Subscribers within their market that are activated on the same account. Government Subscribers who don't use all of their shared home airtime minutes in the monthly billing period will pass those minutes to other Government Subscribers in their same market that are activated on the same account that have exceeded their shared home airtime minutes during the same monthly billing period, as applicable. Lines that share minutes must be activated on an America's Choice Business SharePlan only, however such America's Choice Business SharePlan Subscribers in the same market that are activated on the same account may share minutes from the various available America's Choice Business SharePlan monthly access fees. For example, Government Subscribers to the \$36.44 America's Choice Business SharePlan may share minutes with other Government Subscribers to America's Choice Business SharePlans within their market that are activated on the same account to the \$52.64 America's Choice Business SharePlan; likewise, they can share minutes with Government Subscribers to the \$85.04 or \$125.54 America's Choice Business SharePlan in the same market that are on the same account.

America's ChoiceSM Business SharePlans 1: Federal Supply Schedule Price

Standard Monthly Access Fee	\$36.44	\$52.64	\$68.84	\$85.04	\$125.54
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN Calling minutes [†]	1000				
Per Minute Rate (over allowance)	\$0.25 per minute				
Unlimited Nights and Weekends ^{††}	Included				
Verizon Wireless Long Distance Rate	Included				
Roaming Airtime Rate ^{†††}	\$0.69 per minute				

America's ChoiceSM Business SharePlans 2: Federal Supply Schedule Price

Standard Monthly Access Fee	\$32.39	\$48.59	\$80.99	\$121.49
Shared Home Airtime Minutes	400	800	1500	2400
IN Calling minutes [†]	250	500	500	500
Per Minute Rate (over allowance)	\$0.25	\$0.25	\$0.25	\$0.25
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)			
Roaming Airtime Rate ^{†††}	\$0.69 per minute			

America's ChoiceSM Business SharePlan with Push to Talk: Federal Supply Schedule Price					
Standard Monthly Access Fee with Push to Talk*	\$52.64	\$68.84	\$85.04	\$101.24	\$141.74
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN Calling minutes[†]	1000				
Per Minute Rate (over allowance)	\$0.25 per minute				
Unlimited Nights and Weekends^{††}	Included				
Verizon Wireless Long Distance Rate	Included				
Roaming Airtime Rate^{†††}	\$0.69 per minute				
<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 * Monthly access fee includes unlimited one to one Push to Talk calling. Group calls are \$0.15 per minute per individual user called. [†]Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. [†]IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. ^{††}Nights and Weekends terms and conditions apply. ^{†††}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. 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. SharePlan: Subscribers to the America's Choice Business SharePlan can share minutes among other Subscribers to America's Choice Business SharePlan on the same account. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or within groups of Verizon Wireless markets, as determined by VZW. Note that geographic regions may contain multiple Verizon Wireless markets. Shared home airtime minutes not used by an applicable Subscriber in a given monthly billing period will pass to other applicable Subscribers within the shared account group that have exceeded their shared home airtime minutes during that same monthly billing period. A minimum of five (5) America's Choice Business SharePlan Government Subscribers lines must be active at all times to qualify for sharing, otherwise the applicable Subscribers will be migrated onto applicable retail consumer pricing or government pricing. Only lines activated on an America's Choice Business SharePlan are eligible for Sharing; however, the individual lines need not all be activated at the same monthly access fee. International dialing, Directory Assistance, and features will be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination or expiration of the Agreement, Subscriber lines on America's Choice Business SharePlan will be migrated onto applicable retail consumer pricing or government pricing.</p>					

National SingleRateSM Calling Plans: Federal Supply Schedule Price							
National SingleRate Calling Plans qualify for monthly access fee discounts. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount.							
Standard Monthly Access Fee	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate [†]	Included throughout the 50 States (\$0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate ^{††}	Included (for Domestic calls made within the 50 States)						
<p>Note: National SingleRate home airtime rate and coverage area includes the 50 states. [†]Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. ^{††}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.</p> <p>SingleRateSM Canada: For an additional monthly fee of \$10.00 per line, Subscribers to National SingleRate plans may purchase SingleRateCanada service that includes certain parts of Canada as part of the home airtime rate and coverage area. SingleRate Canada charges may be aggregated as part of the monthly access fee or listed as a separate charge, depending on the area in which the line is activated.</p>							

Q-SEC800 GOVERNMENT SECURE SERVICE (TYPE 1) CALLING PLANS: FEDERAL SUPPLY SCHEDULE PRICE				
Qsec-800 Government Secure Service Calling Plans are not eligible for any discounts				
Standard Monthly Access Fee	\$42.50	\$52.50	\$72.50	\$122.50
Home Airtime Minutes	200	500	700	1200
IN Calling minutes[†]	250	500	1000	1000
Per Minute Rate (over allowance)	\$0.30			
QSec®-800 Available Area	Service is available in CDMA 800 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz Digital Service Area. Activations only in the Verizon Wireless Washington, DC/Baltimore MD Market.			
QSec®-2700 Available Area	Service is available in CDMA 800 MHz and 1900 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz and 1900 MHz Digital Service Area. Activations only in the Verizon Wireless Washington, DC/Baltimore MD Market.			

Note: Use of the service is subject to the terms and conditions of the Service Agreement. Verizon Wireless may make changes to the Service Agreement and or the Calling Plan, including, without limitation, changes to content, rates, business practices and policies at any time in accordance with the terms and conditions in the agreement. Digital service required. 800 MHz digital service required to operate in secure mode. Secure mode does not work in analog markets. Geographic and other restrictions apply. Services activated under this Agreement are not eligible for access or revenue discounts or promotions. Monthly Home Allowance Minutes may not be carried over to the next billing cycle.

The Q-Sec800 Government Secure Service (Type 1) Calling Plans are available only on the Verizon Wireless approved secure handset model. Handsets must be programmed with two (2) Mobile Telephone Numbers (MTNs); each MTN must be programmed with Verizon Wireless' current Preferred Roaming List (PRL). Service and eligible equipment availability is restricted to select Government Agencies and personnel approved by the National Security Administration's Secure Communications procedures

[†]Mobile to mobile applies to mobile to mobile airtime calls originated and terminated within the Verizon Wireless mobile to mobile calling area which is Verizon Wireless' CDMA 800 digital MHz Service Area excluding Cortez and Pueblo CO, Rock Springs, WY, and Puerto Rico. Mobile to mobile rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Calls are billed as mobile to mobile only when Caller ID is available. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes and surcharges apply.

Government Secure Service Price Plan Terms and Conditions: Activation of Government Secure Service for QSec®-800 and QSec®-2700 devices is available only on the Government Secure Service Pricing Plans. Networks not available in all areas. Rates based on use of phone as programmed with Verizon Wireless' current Preferred Roaming List (PRL). The International Dialing feature and procedures apply for calls to Puerto Rico and the U.S. Virgin Islands. Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to features. Monthly allowance minutes do not apply while roaming outside of the home airtime area. Automatic roaming may not be available in all areas and rates may vary for calls placed while roaming. Verizon Wireless long distance required. Long distance and roaming rates for international calls, where available, may vary. Calls placed while traveling outside the Verizon Wireless network may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime allowance minutes are not transferable. Unused airtime minutes are lost. Airtime is charged to toll-free numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press the "SEND" or "CONNECT" button, or upon connection to system. On incoming calls, charges may begin prior to the phone ringing and before you press "SEND" to receive the call. Charges end when the call or data session disconnect from system, which may be a few seconds after you press "END" or "DISCONNECT" button. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered.

4.0. Wireless Data Service Pricing Plans

NationalAccess/ BroadbandAccess Calling Plans: FEDERAL SUPPLY SCHEDULE PRICE

BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.

	NationalAccess/BroadbandAccess			PDA/Smartphone		BlackBerry™ Solution	
Monthly Access Fee	\$64.79	\$48.59	\$32.39	\$40.49	\$24.29	\$40.49	\$32.39
Optional Feature Access Fee	\$63.99	N/A	N/A	\$35.99	\$19.99	\$35.99	\$27.99
MB Allowance	Unlimited	60 MB	20 MB	Unlimited	5 MB	Unlimited	5 MB
Overage Rate Per KB	n/a	\$0.002	\$0.004	n/a	\$0.008	n/a	\$0.008
National-Access Roaming	\$0.002 per Kilobyte						
Home Airtime/Min. Rate	\$0.25						
Roaming Airtime/Min. Rate [†]	\$0.69						
Domestic Long Distance ¹	Included						

NationalAccess (Minutes of Use Plan) Calling Plan: FEDERAL SUPPLY SCHEDULE PRICE

Monthly Access Fee	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate [†]	Included throughout the 50 States						
Verizon Wireless Long Distance ^{†††}	Included (for Domestic calls made within the 50 States)						

NOTE: Subject to the NationalAccess/BroadbandAccess 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 for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. [†]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. ^{††}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.

OPTIONAL NATIONALACCESS MEGABYTE ALLOWANCES: FEDERAL SUPPLY SCHEDULE PRICE

Government Subscribers may select to combine one of the below Optional NationalAccess Megabyte Allowances with an eligible voice calling plan; NationalAccess Megabyte Calling Plans and NationalAccess Calling Plans may not be combined with the Optional NationalAccess Megabyte Allowances.

When combining an Optional NationalAccess Megabyte Allowance with an eligible voice calling plan, rates set forth in the voice calling plan selected will apply to voice and other data usage

Optional NationalAccess Plans are not eligible for any discounts

Monthly Fee	NationalAccess Megabyte Allowance	NationalAccess Overage Rate per Kilobyte
\$31.99	20 MB	\$0.0040
\$47.99	60 MB	\$0.0020

Note: For current NationalAccess service area, visit the web at www.verizonwireless.com/expressnetwork. ¹Available to Government Subscribers only. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted each billing cycle will appear on bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours). You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your 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 as well as retransmissions of user-data messages that are received in error. Any unused

portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage. For current NationalAccess service area, please visit the web at www.verizonwireless.com/expressnetwork/availability. Verizon Wireless Calling Plan Terms and Conditions apply.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes

PUBLIC SAFETY UNLIMITED NATIONALACCESS CALLING PLAN: FEDERAL SUPPLY SCHEDULE PRICE

The Public Safety Unlimited NationalAccess Calling Plan is not eligible for any monthly access fee discounts.

Standard Monthly Fee	\$49.99
NationalAccess Allowance	Unlimited
Home Airtime Per Minute Rate [for data usage off the NationalAccess and (e.g., Quick 2 NetSM) and voice usage]	\$0.25
Roaming Airtime Per Minute Rate[†] [for data usage off the NationalAccess (e.g., Quick 2 NetSM) and voice usage]	\$0.69
Verizon Wireless Domestic Long Distance Rate	Included

Note: The home airtime rate area for the Unlimited NationalAccess Calling Plan includes the Verizon Wireless network and select preferred roaming carriers, please see the America's Choice Calling Plan Map for details. Verizon Wireless reserves the right to change Subscribers device software over the air without notice.

[†]Roaming, toll, and long distance charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. You will see 777-000-0001 in dialed digits column of bill for NationalAccess data sessions only.

For current NationalAccess service area, please visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess. NationalAccess Megabyte Calling Plans and NationalAccess Calling Plans may not be combined with the Unlimited NationalAccess and BroadbandAccess Optional Feature. NationalAccess data sessions automatically terminate after two (2) hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device, then NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours). Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

The Public Safety NationalAccess plan may only be used with wireless devices for public safety applications. Examples of such public safety applications are NLETS, TBIS, CAD, NCIC, short messaging and RMS as well as other transmission services such as in-house GPS, bar code reading, sending of still digital pictures, and wireless dispatch. **The Public Safety NationalAccess plan may not be used for Internet access,, including web searches and heavy downloads.** The Public Safety NationalAccess plan cannot be used as the backhaul for server devices or host computer applications. Examples of such prohibited uses include, without limitation, web camera posts or broadcasts, streaming video, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions, any other machine-to-machine applications. Data sessions on the Unlimited NationalAccess calling plan cannot be used as substitute for private lines or frame relay connections. MIP capable device, restricted Static IP address(es) and direct connection to the 1xRTT network are required. We reserve right to deny or terminate service, without notice, to anyone who uses the Public Safety NationalAccess plan in any manner prohibited or whose usage adversely impacts our network or service levels. You are responsible for maintaining virus protection when accessing the service. We also reserve right to terminate service upon expiration of the subscriber line Agreement. Your monthly bill will only reflect total kilobytes transmitted within the NationalAccess rate and coverage area.

NationalAccess Telemetry Plan: Federal Supply Schedule Price

The National Access MB Telemetry plans has been discounted and is not eligible for any further Monthly Access Fee Discounts.

Monthly Access Fee	NationalAccess MB Allowance*	NationalAccess Overage Rate per kilobyte	On-Net Rate Per Minute ¹ (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
\$7.50	2 MBs	\$0.005	\$0.45 Peak/\$0.20 Off-Peak	\$0.69 domestic roaming (\$0.99 international roaming)	\$0.20

Note: ¹On-Net rates apply when off Verizon Wireless' NationalAccess, but still on Verizon Wireless' digital and/or analog network, subject to device capabilities.

* Megabyte allowance and overage rate per kilobyte apply on Verizon Wireless' NationalAccess only, subject to device capabilities. For current NationalAccess service area, visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp.

†Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and in Canada; long distance charges will apply when making or receiving calls outside the United States. Customer must maintain a minimum of five (5) active properly enrolled and coded, active and billable GovernmentSubscriber Units in order to qualify for Telemetry Pricing and/or Monthly Access Fee Discounts. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with the calling plan selected. NationalAccess data usage is rounded to the next full kilobyte at the end of each bill cycle. Only total of kilobytes transmitted each billing cycle will appear on the bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours); Customer is responsible for all charges, including all data sent and received and "overhead" whether or not your company or its recipients actually receive data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

Definitions Bit – A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte – A byte is a unit of measure equal 8 bits. Kilobyte – A kilobyte is a unit of measure equal to 1,024 bytes.

Megabytes – A megabyte is a unit of measure equal to 1,048,576 bytes or 1,024 kilobytes.

The Minutes of Use Telemetry plans are not eligible for Telemetry Monthly Access Fee Discounts.

Digital Minutes of Use Telemetry Plan - Option 1

Telemetry Units ²	Monthly Access Fee	On-Net Peak/Off Peak Per Allowance	On-Net Rate Per Minute ¹ (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate Per Minute (Peak/Off-Peak)
10,000 +	\$7.00	45 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69	\$0.20

Digital Minutes of Use Telemetry Plan - Option 2

Telemetry Units ²	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute ¹ (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate per Minute (Peak/Off-Peak)
10,000 +	\$ 7.00	60 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69	\$0.20

Note: ¹On-Net rates apply when on Verizon Wireless' digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls. ²The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Customer's Telemetry Units but are not subject to further access fee discounts based on Customer's Telemetry Attainment Tier. Available to Corporate Subscribers only. Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

Calling Features

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

Calling Plan Features are not eligible for any discounts

VERIZON WIRELESS CALLING PLAN FEATURES

Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger ^{††} , and 411 Connect ^{SM†} (Airtime and other charges may apply.)
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CALLING PLAN OPTIONAL FEATURES

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.

1000 IN Calling Minutes ^{1,7}	\$10.00				
1000 Nights and Weekends ^{2,8}	\$10.00				
TXT Messaging & Enhanced TXT Messaging ³	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$9.99 (1000 TXT msgs. included)	\$19.99 (2,500 TXT msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address				
Enhanced TXT Downloads ³	\$0.99 per Monophonic TXT Download		\$1.99 per Polyphonic or Graphic TXT Download		
Get Pix - Picture Messaging ⁴	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)		
	\$0.25 per additional message				
Mobile Web by VZW with MSN ⁵	\$4.99				
	Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. [†] Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.				
	\$6.95 (100 Included Messages) /				
	\$8.95 (200 Included Messages) /				
GSM International Roaming ⁶ Global Phone	Zone 1 Countries		\$0.69/ minute		
	Zone 2 Countries		\$1.99/ minute		

¹Only available on plans with \$39.99 or higher Access Fee, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. Subscribers to the Local Digital Choice calling plan for the South Area are eligible to purchase 1000 IN Calling minutes at \$4.99 per month per line. ²Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³TXT Messaging terms and conditions apply. ⁴Get Pix terms and conditions apply. ⁵Mobile Web terms and conditions apply. ⁶Global Phone terms and conditions apply and requires the Global Phone handset. ⁷Not available on National SingleRate or NationalAccess calling plans; Offer may

AIRPHONE SERVICE

Airphone(r) Service for Verizon Wireless

Airphone(r) Service for Verizon Wireless lets subscribers forward their Verizon Wireless calls directly to the Airphone(r) handset and place calls from the Airphone handset - all at discounted rates. In addition, all Airphone charges are billed to their Verizon Wireless account.

Staying in contact while in flight is easier than ever, because Verizon Wireless subscribers can use their existing service to keep in touch with business contacts, family and friends.

How much does it cost?

**Voice Services \$0.69 per minute (No connection fee), or
\$10.00 per month/\$0.10 per minute. (No connection fee)**

How do I enroll?

Verizon Wireless subscribers must enroll in Airphone Service for Verizon Wireless. To enroll, subscribers can call Verizon Wireless customer service by dialing *611 on their cellular phone or contact the customer service number located on their wireless bill. They may also enroll by dialing "0" on the Airphone handset onboard the aircraft.

How does it work?

Once customers are enrolled and on the aircraft, they simply choose Verizon Wireless on the Airphone handset for Airphone Service for Verizon Wireless and follow the prompts. Airphone Service is presently available on select United, Continental, US Airways and Delta aircraft.

Verizon Wireless Terms and Conditions

Calling Plans and Associated Charges:

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

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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 for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or

to credit card or operator assistance calls.

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 a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2, 6}	Basic Voice Mail ^{3,6}
411 Connect ^{SM 4,6}	Basic TXT Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside 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.

³Airtime charges apply to message retrieval.

⁴Directory assistance with automatic call completion is \$1.25 per call plus airtime charges.

⁵\$0.02 per inbound and \$0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

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

Verizon Wireless Calling Plan Optional Services

Additional fees may be required as per the individual calling plans

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

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

Get Pix - Multi-Media Messaging (MMS):

Multi-Media Messaging (MMS) includes Picture and Video messaging. In addition to MMS charges, sending, receiving and uploading MMS,

which is only available within the National Enhanced Services Rate and Coverage Area, uses (i) airtime that will deduct from the calling plan home airtime allowance or (ii) kilobytes that will deduct from your kilobyte allowance if you subscribe to a NationalAccess Megabyte Plan. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. You will be charged for MMS sent from your phone, even if not received by the intended recipient, or even if only partial content is delivered, but you will not be charged for MMS sent to your phone 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. You are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

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

GSM International Roaming (Global Phone):

CDMA/GSM Global Phone, activated in the US, with compatible Subscriber Identity Module (SIM) card required. Airtime may be rounded-up differently from country to country. Availability of calling features and text messaging varies by country and network. Existing Subscribers who purchase a Global Phone must set up a new voice mailbox and 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 mobile telephone number. 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. International long distance per-minute rates apply in addition to airtime rates on incoming calls and voice mail messages and, when roaming in GSM mode, on voice mail retrievals. By using global phone outside the United States, Customer 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 Customer's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US:

Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea. **Roaming in GSM countries:** 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. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

NationalAccess and BroadbandAccess

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 areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other than the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate

kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless Subscriber has a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions.

BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Verizon Wireless does not sell the BES. Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.

PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.

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.

Verizon Wireless Coverage and Rate Area Maps

Important Map Information:

These maps are not a guarantee of coverage, contain areas with no service, and are general predictions of where rates, outdoor coverage including enhanced services apply, largely based on our internal data. The America's Choice map includes networks operated by other carriers and some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy. Enhanced services and some features are not available throughout the America's Choice home airtime rate and coverage area and may be limited to the National Enhanced Services rate and coverage area. Wireless Service is subject to limitations, particularly near coverage boundaries and remote areas. Equipment, topography and environmental considerations also affect service, which may vary significantly within buildings. All-Digital devices will not operate or be able to make 911 calls when digital service is not available, even when in the America's Choice home airtime rate and coverage area.

Roaming Indicator Information:

Equipment roaming indicator identifies when rates apply and when features and services may be available. Roaming indicators vary by Equipment.

- When the indicator is off or the banner displays "Verizon Wireless" home airtime rates and National IN Calling minutes apply.* When the digital indicator is also on, digital features and services are available.
- When the indicator is flashing or the banner displays "Extended Network," home airtime rates and National IN Calling minutes apply.* When the digital indicator is also ON, digital features and services are available.
- When the indicator is off or the banner displays "Extended Network", Home airtime rates and National IN Calling minutes apply; but other features and services may not be available.
- When the indicator is solid or the banner displays "Roaming," roaming rates apply. National IN Calling minutes do not apply and other features and services may not be available.

*National IN Calling minutes may not apply in certain counties in Iowa, Kentucky, Ohio and West Virginia. IN Calling minutes may not apply in the certain counties in Missouri, Mississippi and Louisiana.

** In Puerto Rico, National IN Calling minutes will apply

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The following information is provided for purposes of providing an estimate of the taxes, fees and surcharges that may be passed through to the subscriber on the services being provided by Verizon. Any tax, fee or surcharge not listed due to an exemption available for the Federal Government could be added if the Federal Government is not purchasing the services directly. This list is non-binding and subject to change. The rates could change based upon which Verizon legal entity is providing the Service. Taxes, Fees and Surcharges shown below are applicable to Voice and Data Services. No Federal Government Exemption.

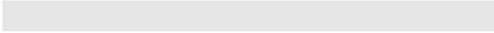
JURISDICTION	SURCHARGE TYPE	TAX RATE
All	Federal Universal Service Charge	As of April 1, 2005, 2.37% of applicable monthly access charges. Rate is subject to change every quarter.
	Regulatory Charge	\$0.05 per mobile telephone number (MTN), per month

Federal Supply Schedule

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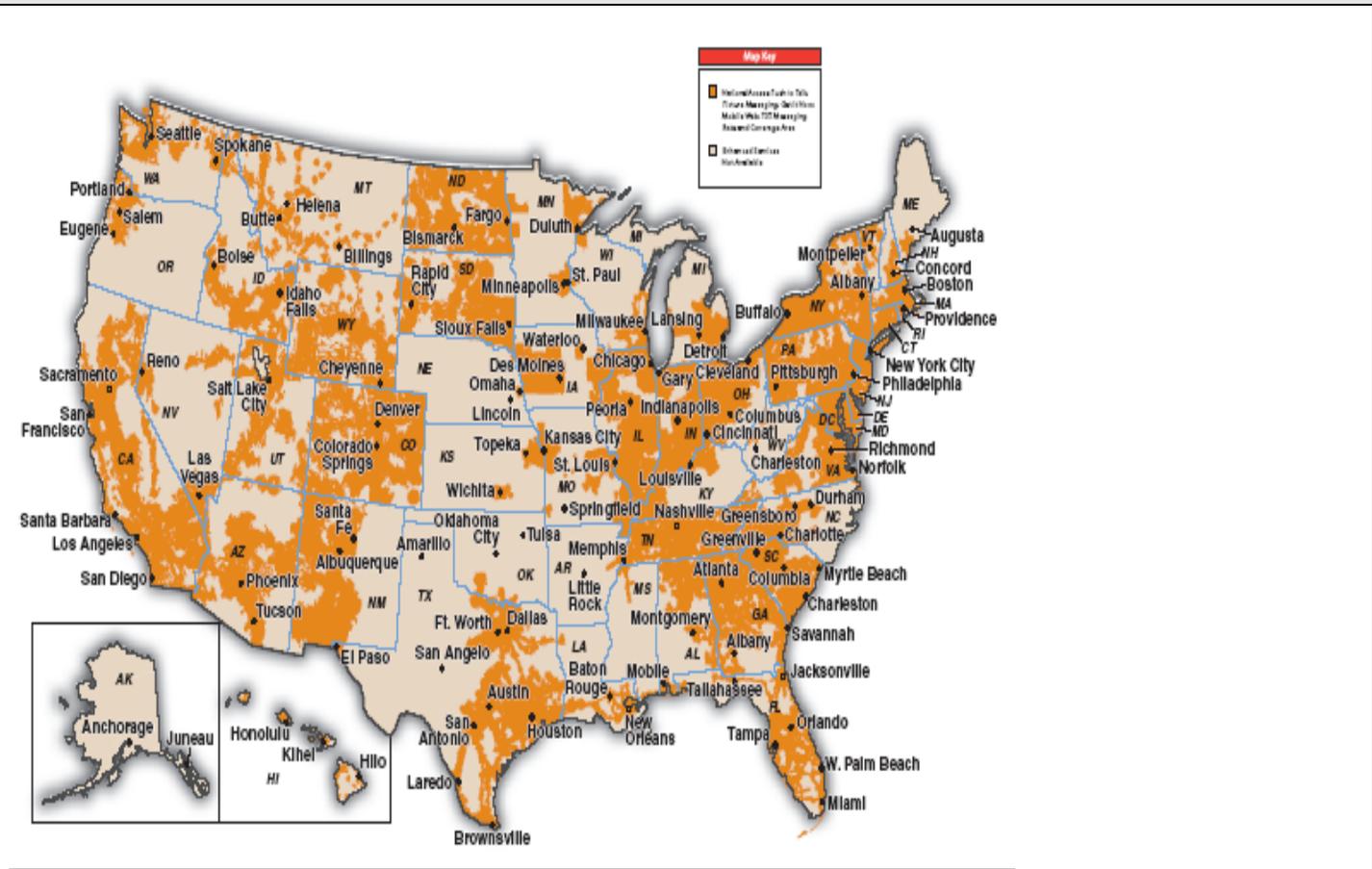


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National Enhanced Services Rate and Coverage Area



5.0 Paging Calling Plans

Local Paging Federal Supply Schedule Price			
Pager Type	Monthly Access (Includes Equipment)	Page Allowance (Per Month)	Charge Per Page (Over Allowance)
Numeric	\$ 2.23	Unlimited	Not Applicable
Alpha-Numeric	\$ 4.46	Unlimited	Not Applicable
Two-way	\$ 10.33	Unlimited	Not Applicable

Note: The Local airtime rate area includes the Verizon Wireless Messaging Services' network. Please see Calling Plan Additional Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

LOCAL COVERAGE DESCRIPTION

Local Coverage includes one or more Metropolitan Statistical Areas (MSA) The basic level of coverage is local city coverage. This type of coverage usually includes a major city and some surrounding areas. Verizon Wireless Messaging Services offers the most extensive coverage in the industry for local coverage. Local coverage is available for 1-way and most Advanced Messaging (2-way) market networks. For detailed coverage in a specific area, please see Verizon Wireless Messaging Services' map on Verizon Wireless Messaging Services' website – www.verizonmessaging.com

Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate all the time.

Statewide Paging Federal Supply Schedule Price			
Pager Type	Monthly Access (Includes Equipment)	Page Allowance (Per Month)	Charge Per Page (Over Allowance)
Numeric	\$ 2.84	Unlimited	Not Applicable
Alpha-Numeric	\$ 5.06	Unlimited	Not Applicable

Note: The Statewide airtime rate area includes the Verizon Wireless Messaging Services' network. Please see Calling Plan Additional Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

STATEWIDE COVERAGE DESCRIPTION

Statewide coverage includes several Metropolitan Statistical Areas within a state. For detailed coverage in a specific area, please see Verizon Wireless Messaging Services' map on Verizon Wireless Messaging Services' website – www.verizonmessaging.com

Federal Supply Schedule

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Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate all the time.

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Regional Paging Federal Supply Schedule Price			
Pager Type	Monthly Access (Includes Equipment)	Page Allowance (Per Month)	Charge Per Page (Over Allowance)
Numeric	\$ 5.47	Unlimited	Not Applicable
Alpha-Numeric	\$ 9.32	Unlimited	Not Applicable

Note: The Regional airtime rate area includes the Verizon Wireless Messaging Services' network. Please see Calling Plan Additional Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

REGIONAL COVERAGE DESCRIPTION

Regional Coverage includes several states in one geographical area of the country. For detailed coverage in a specific region, which may include more than one state please see Verizon Wireless Messaging Services' map on Verizon Wireless Messaging Services' website – www.verizonmessaging.com

Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate all the time.

Nationwide Paging Federal Supply Schedule Price			
Pager Type	Monthly Access (Includes Equipment)	Page Allowance (Per Month)	Charge Per Page (Over Allowance)
Numeric	\$ 11.34	Unlimited	Not Applicable
Alpha- Numeric	\$ 15.80	Unlimited	Not Applicable
Two-way	\$ 12.15	Unlimited	Not Applicable

Note: The National airtime rate area includes the Verizon Wireless Messaging Services' network. Please see Calling Plan Additional Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

NATIONWIDE COVERAGE DESCRIPTION

Nationwide coverage includes all 50 states, however this does not refer to blanket coverage. For detailed coverage, please see Verizon Wireless Messaging Services' map on Verizon Wireless Messaging Services' website – www.verizonmessaging.com

Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate all the time.

Verizon Wireless Messaging Services' Additional Features

Additional Features can put your pager to work for you. With all the pager features Verizon Wireless Messaging Services' offers, you can use your pager to do a lot more than send and receive messages. All of our paging plans-national, regional or local – offer you the value and convenience of these services for minimal additional monthly access charges. These features may depend upon pager compatibility and service and may not be available in all areas

Verizon Wireless Messaging Services' Additional Features**VOICE MAIL**

Allows callers to leave recorded voice messages in your personal mailbox. You are then paged to let you know a message is waiting.

Voice Mail Plan	Monthly Access Fee	Call Count	Overcall Charge
Plan A (5 mess, 24 hour retention, 30 second greeting, 60 Messages)	\$0.81	Unlimited	Not Applicable
Plan B (10 mess, 24 hour retention, 30 second greeting, 60 Messages)	\$1.22	Unlimited	Not Applicable
Plan C (15 mess, 48 hour retention, 30 second greeting, 60 Messages)	\$1.62	Unlimited	Not Applicable
Plan D (20 mess, 72 hour retention, 30 second greeting, 60 Messages)	\$2.03	Unlimited	Not Applicable
Plan E (25 mess, 72 hour retention, 30 second greeting, 120 Messages)	\$2.43	Unlimited	Not Applicable

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Plan A 800# Voicemail (5 mess, 24 hour retention, 30 second greeting, 60 Messages)	\$4.86	Unlimited	Not Applicable
Plan B 800# Voicemail (10 mess, 24 hour retention, 30 second greeting, 60 Messages)	\$4.86	Unlimited	Not Applicable
Plan C 800# Voicemail (15 mess, 48 hour retention, 30 second greeting, 60 Messages)	\$4.86	Unlimited	Not Applicable
Plan D 800# Voicemail (20 mess, 72 hour retention, 30 second greeting, 60 Messages)	\$4.86	Unlimited	Not Applicable
Plan E 800# Voicemail (25 mess, 72 hour retention, 30 second greeting, 60 Messages)	\$8.10	Unlimited	Not Applicable

SECONDARY NUMBERS

Secondary Numbers offer customers up to 3 additional pager phone numbers per paging unit. Coverage on Secondary numbers will mirror the Primary numbers' coverage.

Toll Free Secondary numbers allow the caller to page a Verizon Wireless Messaging Services customer without incurring long distance fees. Customers can have a blocked or unblocked Toll Free number. Blocked- callers may not dial the pager number from a payphone. Unblocked- Callers are able to dial the number from a pay phone, however, the Customer will be subject to a fee each time the number is dialed from a pay phone. Note: Toll free numbers will always be issued as Secondary Pager Numbers, except in an Exception Area where no local numbers are available.

Number Type	Monthly Access Fee	Call Count	Overcall Charge
Local Secondary Number	N/A	Unlimited	Not Applicable
800 # Secondary Number	\$3.24	Unlimited	Not Applicable

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*We Never Stop Working For You.SM***ALPHA PAGING SOFTWARE**

Verizon Wireless Messaging Services can provide alphanumeric paging software for sending text messages. This software will be made available upon the execution of a mutually beneficial agreement.

Paging Software	\$ 28.95 Per Copy
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PAGESAVERSM NUMERIC RETRIEVAL

PageSaverSM makes sure you don't miss pages even if you leave your pager at home, leave the coverage area or if the battery runs down. With PageSaverSM, you just call your pager number, and retrieve the most recent 15 pages you've received - it even tells you the time and date the page was sent.

Service Type	Monthly Access Fee	Call Count	Overcall Charge
PageSaver SM Numeric Retrieval	\$0.00	Unlimited	Not Applicable

CUSTOM GREETING

Custom Greeting allows your callers to hear your personalized message when they call. This adds a personal touch to your pager and prevents people from paging you in error.

Service Type	Monthly Access Fee	Call Count	Overcall Charge
Custom Greeting	\$0.00	Unlimited	Not Applicable

GROUP CALL

Group Call is a program that allows multiple pagers to be simultaneously paged by dialing one phone number. This service is available on most Verizon Wireless paging Products. Requires special programming and must be ordered prior to shipment.

Service Type	Monthly Access Fee	Call Count	Overcall Charge
Custom Greeting	\$0.00	Unlimited	Not Applicable

LOSS FEES

Loss fees apply to pagers that are lost stolen or damage caused by misuse, lack of reasonable care, user scratches, or accidents.

Equipment Type	Loss Fee
Numeric	\$12.00
Alphanumeric	\$28.00
Two-Way	\$64.00

Verizon Wireless Messaging Services' Terms and Conditions

All activation fees are waived for Government Subscribers/Customer. Government Subscribers/Customer are end users of accounts that are set up in Ordering Activity's name and for which Ordering Activity bears payment responsibility.

Messaging and paging services use radio transmissions, so Carrier cannot provide service when customer's wireless equipment is not in range of one of our transmission sites, or a transmission site of another company that has agreed to carry Carrier's service, or if there is not sufficient network capacity available at the moment. Also, there are places, particularly in remote areas, with no service at all. Weather, topography, buildings, Customer's wireless equipment, and other conditions Carrier does not control may also cause missed messages or other problems.

Carrier will assign one wireless telephone number (also referred to as an "access number", "pager number", or "wireless number"), cap code and/or Internet address, if applicable, to each unit in service. Customer agrees that it does not have any property right or ownership in the wireless number, cap code or Internet address or in the personal identification number ("PIN(s)") the Customer or Carrier may establish. Carrier may change the Customer's wireless number if Carrier determines it is necessary to comply with regulatory and/or commercial requirements, however, Carrier shall not arbitrarily change Customer's wireless number and in the event of change Carrier shall specifically advise Customer of the reason for such change.

Equipment remains the property of Carrier. Customer bears the risk of loss of wireless equipment once received. Customer shall return the defective equipment to Carrier for a replacement of similar type. If service is terminated, Customer will return all wireless equipment provided under this Agreement or reimburse Carrier the amount of \$12 for every one way numeric-only device, \$28 for every alpha-numeric device, and \$64 for every two-way device not returned in reasonably good condition. Charges will continue to accrue until all wireless equipment is returned. Government Subscribers/Customers who purchase services under this Federal Supply Schedule are not eligible for promotions.

Toll, Federal Universal Service and Regulatory fee resulting from our costs of government assessments and additional fees/surcharges are not included in the above rates. Verizon Wireless Messaging Services' coverage areas, rates, business practices, procedures, policies are subject to change, as specified in the agreement. These discounts are only available to the Government through the Federal Supply Schedule ordering process or Verizon Wireless Messaging Services sales representatives, but are not available through indirect agents.

Information for Ordering Activities:

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 968904698_____

Block 30: Type of Contractor - __C. Large Business_____

Block 31: Woman-Owned Small Business - _No_____

Block 36: Contractor's Taxpayer Identification Number (TIN):

__223372889_____

4a. CAGE Code: _1HWU7_____

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
__132-53_____	__5___ Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry

within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: NONE___% - ___ days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity NONE
- c. Dollar Volume NONE
- d. Government Educational Institutions NONE

e. Other NONE

8. Trade Agreements Act of 1979, as amended:

This Contract is for commercial wireless service. To the extent that Verizon Wireless provides products on the open market, such products are manufactured by third parties and may contain elements or components produced in foreign countries.

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9. Statement Concerning Availability of Export Packing: N/A
10. Small Requirements: The minimum dollar value of orders to be issued is \$_7.99 for voice \$2.23 for paging_____.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-53 – Wireless Services

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall-- Review additional Schedule Contractors'

(1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are

not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when

requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. SECURITY REQUIREMENTS. In the event security requirements are necessary, the ordering activities may ingovernment, in their delivery orders, a security clause in accordance with current laws, regulations, and individual ordering activity policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon

Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

<http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp>

Verizon Wireless will work with ordering agencies to assist in identifying their specific Section 508 requirements.

The EIT standard can be found at: www.Section508.gov/.

Verizon Wireless is committed to providing wireless products and services that are accessible to all people, including individuals with disabilities. Our equipment that facilitates electronic office equipment accessibility for handicapped individuals is identified in our commercial literature and on our website at

<http://www.verizonwireless.com/b2c/aboutUs/accessibility/index.jsp>

Verizon Wireless does not manufacture these products. We continue to work with our 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. Verizon Wireless will work with ordering agencies to assist in identifying their specific 508 requirements.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**TERMS AND CONDITIONS APPLICABLE TO
WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)**

1. ACCEPTANCE TESTING

The CRS Verizon Wireless provides is consistent with the highest quality of commercial practices in the industry. Verizon Wireless's inspection system is not subject to approval by the government..

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Verizon Wireless does not manufacture equipment and will provide the manufacturers consumer warranty. Please contact customer service to first try to troubleshoot the problem. If it is determined that the problem is in the hardware, a warranty repair must take place. All manufacturers' warranty information is shipped with each phone at the time of purchase. The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Verizon Wireless will provide training assistance at no charge. Please call 1-800-561-6227

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

Verizon Wireless will provide upon request by Ordering Activity.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

See Pricing section _____

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

See Pricing section _____

(c) Describe government volume discounts and eligibility requirements.

See price section _____

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

(Gwen Wilson, Director Supplier Diversity, 972-718-1007, Gwen.Wilson@VerizonWireless.com)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Thank you
for choosing
Verizon Wireless!