verī70 mwireless 7600 Montpelier Road Laurel, MD 02723

April 4, 2011

Ms: Terri Smith, Purchasing Officer State of Nevada Department of Administration Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701

Subject: Request for Proposal No: 1907 for Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment for Western States Contracting Alliance (WSCA)

Dear Ms. Smith:

I am very pleased to submit Verizon Wireless' response to State of Nevada Purchasing Division as lead state for the Western State Contracting Alliance (WSCA)'s recent RFP No: 1907. Our proposal presents a number of costeffective wireless services and calling plans designed to meet your specific requirements. With Verizon Wireless, WSCA's mobile workforce will be able to make calls, send email and download files on the nation's most reliable high-speed broadband wireless network. By selecting Verizon Wireless, WSCA will be among the most loyal wireless customers in the industry because more people select and stay with us than any other wireless carrier.

I look forward to continue to provide WSCA with our industry-leading wireless solutions and customer service. This proposal will remain valid for 90 days. Should you have any questions or need further clarification on any aspect of this proposal, please contact your National Account Manager, RJ Fenolio at: 702-283-2200 or by e-mail at RJ.Fenolio@VerizonWireless.com.

Sincerely,

Todd Loccisano Executive Director Enterprise and Government Accounts

Attachment

Response to Proposal No: 1907

Part I A- Technical Proposal for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment

> Band of Service being proposed: Band 1- Wireless Voice Band 2- Wireless Broadband and Band 3-Accessories and Equipment

> > Proposal Opening Date: April 4, 2011 Proposal Opening Time: 2:00 PM

ver wireless

One Verizon Way Basking Ridge, NJ 07920



Request for Proposals No: 1907 Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

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 - Verizon Wireless Equipment Matrix
 - Verizon Wireless Accessory Guide
 - WSCA Master Contract
 - WSCA Model Participating Addendum

VENDOR INFORMATION SHEET FOR RFP NO: 1907

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III, State Documents of the Technical Proposal.

V1	Firm Name	Cellco Partnership d/b/a Ver	izon Wireless				
V2	Street Address	One Verizon Way					
V3	City, State, ZIP	Basking Ridge, NJ 07920					
V4	Area Code: 702	Telephone Number: 283-2200(RJ Fe		Extension:			
115		Facsimile					
V5	Area Code: 866	Number: 917-7801 (RJ F	enolio)	Extension:			
	1	Toll Free	Number				
V6	Area Code: 800	Number: 922-0204	×	Extension:			
	Contact Person for Questions / Contract Negotiations, including address if different than above Name: RJ Fenolio						
V7	Title: National Account Manager						
	Address: 8350 East Crescent Parkway, Greenwood Village, CO 80111						
	Email Address: RJ	.Fenolio@VerizonWireless.co	m				
		Telephone Number	for Contact Person				
V8	Area Code: 702	Number: 283-2200		Extension:			
	[Facsimile Number f	or Contact Person				
V9	Area Code: 866	Number: 917-7801		Extension:			
	λ	ame of Individual Authoriz	ed to Rind the Ora	nization			
V10	0 Name of Individual Authorized to Bind the Organization 0 Name: Todd Loccisano Title: Executive Director-Enterprise and Government Contracts						
	Signatura /In	lividual must be legally author	inad to hind the second	dormar NIDS 222 227)			
V11	Signature:	hill has be regardy author	izea to bina the vent	Date: 1- APRIL-2011			
		Just J					

State of Nevada Department of Administration Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701



Brian Sandoval Governor

Greg Smith Administrator

SUBJECT: Amendment No. 1 to Request for Proposal No. 1907
DATE OF AMENDMENT: February 7, 2011
DATE OF RFP RELEASE: February 3, 2011
DATE AND TIME OF OPENING: March 28, 2011 @ 2:00 P.M.

AGENCY CONTACT: Teri Smith, Purchasing Officer

The following shall be a part of RFP No. **1907** for *Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA)*. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The last paragraph of section 1.1 of RFP 1907 currently states:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2015, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

The paragraph shall be replaced in its entirety with the following:

The contract term will be for a four (4) year period beginning November 1, 2012 through October 31, 2016, with the option to extend for an additional two (2) years beyond the initial contract term at the discretion of the lead State or as determined in the best interest of the lead State and WSCA, subject to mutual written acceptance. It is anticipated that this procurement will result in multiple awards.

In section 8 of RFP 1907, RFP Timeline, the Deadline for submittal of Reference Questionnaires is changed to the following: No later than 4:30 PM on March 25, 2011.

Please note that the deadline on the Reference Questionnaire is correct.

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR Cellco Partnerst	nip d/b/a Verizon Wirel	ess
AUTHORIZED SIGNATURE	R	Todd Loccisano
TITLE <u>Executive Director-Enterprise and</u>	Government Contracts	DATE 1- APRIL- 2011

RFP 1907 Amendment #1

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal State of Nevada Department of Administration Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701



Greg Smith Administrator

SUBJECT:	Amendment No. 2 to Request for Proposal No. 1907
DATE OF AMENDMENT:	March 22, 2011
DATE OF RFP RELEASE:	February 3, 2011
DATE AND TIME OF OPENING:	March 28, 2011 @ 2:00 p.m. April 4, 2011 @ 2:00 p.m.
AGENCY CONTACT:	Teri Smith, Purchasing Officer

The following shall be a part of RFP No. 1907 for Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment (WSCA). If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

The opening date and time will be extended until Monday, April 4, 2011 @ 2:00 P.M. (PST).

The deadline for submittal of Reference Questionnaires will be extended until 4:30 P.M. Friday, April 1, 2011.

The following definition shall be added to Section 2 of RFP 1907: Participating Entity shall be any Department, Division or Agency of the State of Nevada, participating NASPO/WSCA states, and authorized local entities.

The following states' unique Terms and Conditions shall be added to Attachment K of RFP 1907:







QUESTIONS AND ANSWERS:

1. What type of devices will the Wireless services be supporting? Smart Phones, Satellite systems etc.

Wireless devices such as cell phones, notebooks, netbooks, etc. Satellite systems do not fall within the scope of this RFP.

Amendment 2

2. Will carriers who only provide service in only a single state be considered for potential contract award? I represent a company based in Alaska. We provide telecommunications services, including wireless voice and wireless broadband, throughout the state of Alaska. We are potentially interested in the RFP no 1907 as the State of Alaska is a participating member of WSCA. If we are to submit a proposal, it would contain the limitation of Alaska only. No other WSCA member State would be able to purchase from us. The intention is to provide a competitive purchasing vehicle for those eligible agencies in Alaska only. Would this limitation disqualify us?

This limitation does not disqualify your company.

3. On the previous WSCA Agreement, pricing was defined as a percentage discount off standard retail rates. The current RFP and associated pricing worksheets do not include this type of pricing. Are vendors allowed to propose a percentage discount off standard retail rates?

Vendors can propose a percentage discount off standard retail rates, but must also provide pricing as requested.

4. Are vendors required to include exceptions to States Unique Terms & Conditions (Oregon & Montana, Attachment K) as part of our response or will these State Unique Terms and Condition be addressed between the awarded bidders and the individual States upon notification of award?

Vendors should include exceptions to those unique terms and conditions as a part of their proposal, clearly stating which state's terms and conditions the exceptions apply to. These exceptions will not necessarily be considered during the evaluation process. Exceptions to a State's unique terms and conditions will be addressed between the awarded vendor(s) and the individual participating entity.

5. Section 3.2.2 states that "All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment..." To clarify, is this section requiring an amendment for all ongoing changes in rate plans, products and services that are regular adjustments and updates to a vendor's portfolio? Or is the intent of Section 3.2.2 to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to, changes in the percentage discount offered on services, a change in the scope of products offered under the contract and/or introduction of new technologies with additional product terms.

The intent of this section is to formalize by written amendment changes in contractual language in the Master Agreement including, but not limited to: changes in the percentage discount offered on services; a change in the scope of products offered under the contract; and/or introduction of new technologies with additional product terms. When new technologies are introduced, the discount structure that applies to the new technology must be approved.

6. Existing statewide and local agency Participating Addendums (PA) under the existing WSCA Master Price Agreement #1523 expire on 10/31/2012. Is WSCA contemplating a transition period during which new Participating Addendums (or amendments to existing

Amendment 2

Participating Addendums) can be executed under the new WSCA Master Agreement awarded as a result of RFP No. 1907?

The intent is to award new contracts as of October 31, 2011. This will allow for any awarded current vendors to transition existing customers to the new contract, and will also allow for any new vendors to begin executing Participating Addendums immediately, with all executions completed by October 31, 2012.

7. Are vendors permitted to submit their own W-9 form in lieu of the W-9 included in the RFP, Attachment F?

Yes. In addition, when a participating entity executes a Participating Addendum, vendors may be required to register within that State and provide and additional W-9 for each Participating Addendum executed.

8. Regarding Section 4.3, are subcontractors required to submit business references?

Yes. Please see Section 4.2.1.3 of the RFP.

9. Will this Bid allow a vendor to submit a bid for replacement aftermarket batteries (Non-OEM) as the only line items bid?

Yes, as long as warranties meet the requirements of the RFP.

10. Section 1 Project Overview Section; Participation by 50 states is listed, but District of Columbia is not mentioned. Will District of Columbia be allowed to participate?

Yes.

11. Section 3.2.3 Administrative Fee Payment Schedule and Attachment G. In this section the administrative fee is to be paid within 60 days after the end of the quarter, but in Schedule G the schedule for payment is the 15 day of the second calendar month after the end of the quarter. Please explain the difference.

Schedule G is correct. "Quarterly sales reports are sent by 15th day of second calendar month after end of calendar quarter (the same schedule outlined below for the admin fee checks)"). This schedule applies only to the WSCA administrative fee. Schedules for any administrative fees payable to any individual participating entities will be agreed upon by the awarded vendor and the participating entity.

12. Section 4.2.1.4 Subcontractor Information Appears that some words were deleted at the end of this requirement. Please clarify and provide the requirement in its entirety.

Section 4.2.1.5 shall be added and shall read:

Vendor must notify the participating entity of the intended use of any subcontractors not identified within their original proposal response and provide the information originally requested in the RFP in Section 4.2, Subcontractor Information. The vendor must receive participating entity approval prior to subcontractor commencing work.

13. 9.1.5 and 9.2.2.6 General Submission Requirements and Tab VI-Section 3-Scope of Work. Please clarify that the vendor can submit responses in a different style/format of

Amendment 2

their choosing than the RFP requirement. Section 9.1.5 basically states that this is acceptable; however, Section 9.2.6 states that responses are to be in bold/italics. Responses in bold/italics will be very difficult for the proposal reviewers and evaluators to read.

Vendor responses must be presented in a style/format that is easily distinguishable from RFP language. For consistency purposes, bold/italics is preferred. Exceptions/assumptions to this will be considered during the evaluation process.

14. Attachment B1 Certification of Compliance with T&C of RFP. If we have a few exceptions to we respond and we have noted those exceptions on this attachment would we respond that we comply with the terms & conditions in the RFP or that we do not comply with the terms & conditions of the RFP.

Vendor response must indicate non-compliance with the terms and conditions of the RFP and propose alternate language.

15. Attachment D WSCA MSA Contract Form. New Attachment D is more similar to the existing "Independent Contract for Services" than the existing Attachment DD. The vendors need a true, customer facing contract document that spells out the terms and conditions applicable to the relationship. This Attachment D appears to be Nevada-specific (again, much like last round's Independent Contract). We believe that the existence of a set of terms and conditions that are Nevada-specific creates significant confusion that can be avoided by having Nevada sign its own, separate PA. That PA would incorporate the more broad terms and conditions, much like Attachment DD today. Please clarify.

The terms and conditions contained in Attachment D are not intended to be Nevada specific; however, the solicitation is required to be done under the lead state's statutes, and therefore, Nevada Revised Statutes are cited. Nevada will sign a separate Participating Addendum once the contracts have been executed.

16. Section 2 Definitions. Certain definitions require some clarification. Under the existing contract, there is WSCA, Participants (entities that execute a PA), Participating Entities (entities that participate under a PA signed by a separate Participant), and End Users (the CRUs and IRUs, collectively, for a Participating Entity). Under the new RFP, you have defined Customer, State, Subscriber and User, but not all the terms referenced above. There is a certain amount of overlap between these various definitions and we believe it is important to clearly define these roles (for example "State" means Nevada "and any agency identified herein". Does that mean Nevada agency or ANY agency? Can WSCA provide this clarification?

Definitions in this RFP are the only definitions to be considered. The definitions for Customer, State, Subscriber and User shall mean any department, division, agency of participating NASPO/WSCA states, authorized local entities, and authorized employees thereof, where applicable.

17. Sections 3.5.9 and 3.5.15 Detailed coverage maps. Will certain elements of our response, particularly our detailed network maps and technology migration plans, be kept confidential?

If this information is considered a trade secret as defined by NRS §333.020(5)(a), it should be included in the vendor's confidential technical response. Please see Section 9.3 of the RFP.

18. Section 3.6.15 Please clarify what is meant by "the ability to provide wireless data services for any equipment that has wireless voice capability."

Cell phones that are capable of sending and receiving data. On reconsideration, we will accept devices that can provide either (i.e. Netbooks with no voice; cell phones with no data) but this must be delineated when presented to participating entities.

19. Section 3.5.14 Please clarify what is meant by this section, particularly with respect to the clause "additional charges or fees". Is WSCA expecting that trial programs be provided free of charge? Or are the vendors allowed to charge their standard, contractual charges as applicable?

WSCA is requesting a free trial period from vendors.

20. In regards to the E-Rate pricing that is requested in the proposal. What is the average E-Rate percentage that needs to be calculated across all sites that are comprised in the State of Nevada network?

This is unknown.

21. Which companies are the current providers of the State of Nevada voice, internet, cell phone and broadband services at this present time?

The State of Nevada participates on the current WSCA Wireless contracts with AT&T Mobility, Sprint Solutions, T-Mobile, and Verizon Wireless.

22. How many voices lines are comprised on the State of Nevada network ? What is the current delivery type of the voices services (POTS, PBX, Internet)?

This is unknown.

23. What is the estimated number (+or-) Wireless Broadband lines currently or anticipated for the State of Nevada network? Will this be the first implementation of wireless broadband for the State of Nevada network?

This is unknown.

24. What is the estimated number of State of Nevada employees in 2011? What is the current policy for providing cell phone to State of Nevada employees?

There are roughly 16,000 state employees in Nevada. Each department/agency writes their own policy for providing cell phones to employees and their usage. This will also vary from participating entity to participating entity throughout the states.

25. In regards to customer care support. What level of customer service support is the State of Nevada seeking Tier 1, Tier 2 or Tier 3. What hours and days per week should the vendor be prepared to provide to the State of Nevada?

It is expected that all levels of customer service support are available to all participating entities. It is also expected that some level, but not necessarily all levels, of support be available 24/7. Vendors should clearly define the levels of support each tier constitutes within their response.

26. In regards to current voice and broadband network design. Are any of the services currently terminated within a data centers? If so are the data centers owned by the State of Nevada or leased space from major carriers such as Level 3, Quest or NAP's like Switch?

This is unknown.

27. How many voicemail boxes are being requested for network?

This is unknown.

28. Is the State of Nevada looking for improvement in network security to be implemented on network with these requested changes?

This is unknown.

29. In attempting to estimate administrative fees to be paid to Western States. What is the current monthly billing amount for each category of existing voice and wireless broadband services?

The information provided in Attachment J of the RFP is the most current and complete information that can be provided.

30. At section 4.1.4, can you please confirm what licensing would be required? besides my business license, and certificate of insurance.

It is the proposing vendor's responsibility to research and comply with license that is required of a vendor to provide the services/equipment contemplated within RFP 1907.

31. For the accessories (band3) the pricing sheet and cost analysis ask for discount percent off. Is this off of MSRP or off vendor current pricing? Each vendor's current pricing is already going to be a different percent off MSRP. In order to make comparisons of percent off on an equal basis, is it possible that vendors list Discount Percent off for MSRP & current pricing (to be listed as MSRP / current pricing) so that evaluators can see how much vendor's pricing is off of MSRP.

Yes.

32. Reference 3.1.4- It appears that the E-rate program would apply to vendors providing wireless service, but it does not appear that it would apply to vendors providing

Amendment 2

accessories (band 3). Are vendors participating in only Band 3 be required to commit to participate in this program as well?

The E-Rate program provides discounts to assist most schools and libraries to obtain affordable telecommunications and internet access. It is not believed to be intended for accessories.

33. Reference 3.2.3 - This section refers to administrative fees required by WSCA or non-WSCA states in addition to the WSCA administrative fee. It states that "The Contractor(s) may adjust SES (Service Equipment Schedule) pricing accordingly for purchases made by procuring agencies within jurisdiction of the state." Question- For vendors participating in Band 3 for Accessories and Equipment only, we don't necessarily have a SES. Can these vendors adjust pricing as specified in our pricing sheet accordingly as is being allowed for service providers?

Yes, but this should be clearly defined.

34. In accordance with section 3.1.1 Scope of Work Vendors may choose to submit a proposal on any or all listed services and/or equipment. Vendor must submit separate binders identifying compliance with each band. For Vendors proposing multiple bands this requirement could amount to 84+ binders being provided to WSCA for review. In accordance with section 9.1.6 and the State of Nevada's continuing efforts to reduce solid waste and further recycling efforts, would WSCA accept one Technical Section containing the appropriate Tabs for each band, One Cost Section containing the appropriate Tabs for each band and one Confidential Financial binder in order to reduce environmental impacts and support Vendor green initiative objectives if a Vendor should choose to respond to multiple bands.

Yes.

35. It was stated at the 2/23 pre-proposal meeting that Public Sector Associations or other cooperatives with members are allowed to sign a PA with Wireless Contractors. 1.a Please describe the type of Association or Cooperative that is eligible to sign a WSCA PA. 1.b Is the intent that the Associations would be able to purchase on a CL and IL basis for their Association and/or members use? 1.c Would WSCA allow wireless contractors to customize Terms & Conditions and/or pricing for specific entities, such as non-profit organizations? For example, removal of early termination fee waivers.

This will vary by State and must be addressed on a case by case basis.

36. It was stated at the 2/23 pre-proposal meeting that Contractors can sign PA's directly with non-profits in States that do not prohibit such a practice. .a Assuming there is no State law prohibition, is there any limitation on the type of non-profits that will be eligible to sign a PA? Will WSCA allow Wireless Contractors to restrict certain types of non-profits? b Do eligible non-profit entities have the same right to sign PA's as a local governments (e.g., City or County) in States that have a State level PA but do not define non-profits as eligible or in States without a State level PA?

This will vary by participating entity and must be addressed on a case by case basis.

37. It was stated at the 2/23 pre-proposal meeting that WSCA will consider accommodating contract survivability for the purpose of E-Rate funding. Will WSCA allow Wireless Contractors to sign PA's and/or E-Rate agreements under the terms of the WSCA Master Agreement with termination dates that are coterminous with the E-Rate funding years (July 1 – June 30) up to eight months beyond the then effective termination date of the WSCA Master Agreement?

If the Participating Addendum is signed prior to current contract termination, it will survive.

38. Section 3.5 How do you specifically wish for us to showcase our coverage offering? Will % of area covered, % of population covered, Total pops covered or type of service that covers each state suffice? (3.5.7)

Offerings should provide complete and detailed information in as clear and straightforward format as possible.

39. Section 3.5.8 states no roaming/in-network voice services; where there are no roaming charges and rely on partner network to offer the best user experience can we show total coverage mapping (company owned and partner) for each State?

Yes.

40. Please elaborate on specifically what is needed for section 3.5.12, nationwide, states, etc?

Provide detailed plans and timelines of what your company is doing to improve coverage in any area where you currently have 50% or less coverage.

41. For section 3.5.13 the ask is to identify "basic" equipment provided for standard operations; would it be appropriate to offer a "basic" / "preferred" option, or "good", "better", "best", so long as it's clearly identified and articulated appropriately?

Yes. All warranty requirements will apply.

42. Section 3.5.25: Please confirm you are looking for specific detail and pricing on how we will augment in-building coverage (product solution and/or services based).

Correct.

43. Section 3.6: This section has all the same questions as 3.5 only for data. Is it imperative we assume this needs to be separated within our response?

Correct.

44. In section 3.6.20, please elaborate. Is the need to truly define all devices not supported on our network or if we should highlight a few key related devices not support or devices which we don't stock or have access through partner networks, etc.

Please highlight a few key related devices not supported or devices which you don't stock or have access through partner networks, etc.

45. Attachment H pricing documents. Do you want all three of the BANS cost pricing in one pricing document or would you like separate voice, broadband and accessories pricing documents; if we will be proposing a bid for all three BANS.

We would prefer one for each band.

46. Reporting Due to CPNI issues may we create a separate IL report for the Individual Liable lines on the WSCA contract showing the gross Lines, gross Minutes, gross spend for each quarter? Due to CPNI limitations we are unable to provide information on IL lines such as customer name, address, mobile number etc?

WSCA does not require customer information on IL accounts; reports on these accounts should include spend only.

47. What information do you want in the following columns in the line and equipment reports?

Column #	22	28	29	30	31	32
Field Size	8	30	1	1	60	60
Vendor Name	UNSPSC Commodity	VAR/Reseller/ Distributor Name	Recycling		Optional – Category Description	Optional-Class Detail

These can be left blank and will be addressed with awarded vendor(s) in the future. The column should be left, but can be blank where no information is available.

ALL ELSE REMAINS THE SAME FOR RFP 1907.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR	Cellco Partnership d/b/a Verizon Wireless	
AUTHORIZED SIGNATURE	Todd Loccisa Executive Director-	no
TITLE	Enterprise & DATE	212-2011
	This document must be submitted in the "State Documents" section/tab of vendors' technical proposal	
Amendment 2	RFP 1907	Page 9 of 9

ATTACHMENT A CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" <u>will not</u> be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "Part I B Confidential Technical" and "Part III Confidential Financial".

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information							
YES		NO	Х				
Proposal Section & Page		Justification for Confidential Status					
		Verizon Wireless has not sub Confidential Technical Respo					

Part III – Confidential Financial Information					
Х	NO				
X Instification f	NO NO	-			
	Х	X NO Justification for Confidential Status			

Verizon Wireless is not a publicly traded company. This information is not available to and should not be released to the general public.

Cellco Partnership d/b/a Verizon Wireless Company Name

Signature

Todd Loccisano-Executive Director Enterprise & Government Contracts 1- APRIL - 2011

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT C - VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal response are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Cellco Partnership d/b/a Verizon Wireless	
Company Name	
pull for	
Signature	
Todd Loccisano-Executive Director Enterprise & Government Contracts	1-APRIL-2011
Print Name	Date
This document must be submitted in Tab IV of vendor's techn	ical proposal

PRODUCER	IFICATE OF LLA				DATE (MM/DD/ 06/25/2	010
Aon Risk Services Northeast New York NY Office 199 Water Street New York NY 10038-3551 USA	Inc.	AND CONFERS CERTIFICATE	S NO RIGHTS UPO DOES NOT AME	AS A MATTER OF I DN THE CERTIFICA ND, EXTEND OR AL E POLICIES BELOV	TE HOLDER. TER THE	
PHONE-(866) 283-7122	AX-(847) 953-5390	INSURERS AF	FORDING COVE	RAGE		NAIC #
INSURED		INSURER A: No	tional Union	Fire Ins Co of F	Pittsburgh	19445
Cellco Partnership d/b/a Verizon Wireless		INSURER B: 17	linois Nation	al Insurance Co		23817
One Verizon Way Basking Ridge NJ 07920-1097	1164	INSURER C: NO	ew Hampshire I	ns Co		23841
Basking kinge NJ 0/320-103/	034	INSURER D:				
		INSURER E:				
COVERAGES THE POLICIES OF INSURANCE LISTED BELC ANY REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFORDED BY AGGREGATE LIMITS SHOWN MAY HAVE B	OF ANY CONTRACT OR OTHER THE POLICIES DESCRIBED HERE	INSURED NAMED ABO DOCUMENT WITH RES IN IS SUBJECT TO ALL	VE FOR THE POLICY SPECT TO WHICH TH	IS CERTIFICATE MAY I SIONS AND CONDITIOI	NOTWITHSTANI BE ISSUED OR M	DING MAY JCIES.
NSR ADD'L LTR INSRD TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION		LIMITS	
A GENERAL LIABILITY	4360741	06/30/2010	DATE(MM/DD/YYYY) 06/30/2011	EACH OCCURRENCE	\$	1,000,00
COMMERCIAL GENERAL LIABIL	тү			DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)		2,000,000 \$10,00
X XCU Included				PERSONAL & ADV INJUR		1,000,00
				GENERAL AGGREGATE	\$	2,000,00
GEN'L AGGREGATE LIMIT APPLIES	per: OC			PRODUCTS - COMP/OP A	3G \$	2,000,000
A AUTOMOBILE LIABILITY	3482154 AOS	06/30/2010	06/30/2011	COMBINED SINGLE LIMI	T t	1,000,00
A X ANY AUTO ALL OWNED AUTOS	3482155	06/30/2010	06/30/2011	(Ea accident)		1,000,000
A SCHEDULED AUTOS HIRED AUTOS	MA 3482156 VA	06/30/2010	06/30/2011	BODILY INJURY (Per person) BODILY INJURY		
NON OWNED AUTOS X self insured for				(Per accident) PROPERTY DAMAGE		-
Physical Damage				(Per accident)	`	
GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDI		
					GG	
EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE		
				AGGREGATE		
			<u></u>			
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	020342905 AOS	06/30/2010	06/30/2011		OTH- ER	
ANY PROPRIETOR / PARTNER / EXECUTIVE	Ń 020342910	06/30/2010	06/30/2011	E.L. EACH ACCIDENT		1,000,00
C (Mandatory in NH)		06/30/2010	06/30/2011	E.L. DISEASE-EA EMPLO E.L. DISEASE-POLICY LII	YEE \$:	1,000,000
If yes, describe under SPECIAL PROVISIONS below OTHER	OR			E.L. DISEASE-POLICY LI	VIII)	1,000,00
escription of operations/locations/vehicle vidence of Insurance.	S/EXCLUSIONS ADDED BY ENDORSE	MENT/SPECIAL PROVISIO	NS			
TEDTIELOATE HOLDED		CARCINE F ADVOS	r			
CERTIFICATE HOLDER Cellco Partnership 180 Washington Valley Road Bedminster NJ 07921 USA		CANCELLATION SHOULD ANY OF THE A DATE THEREOF, THE I 30 DAYS WRITTEN NOT BUT FAILURE TO DO SC OF ANY KIND UPON TH		ICIES BE CANCELLED BEF L'ENDEAVOR TO MAIL TE HOLDER NAMED TO T LIGATION OR LIABILITY S OR REPRESENTATIVES.	ORE THE EXPIRAT HE LEFT,	1,000,000 1,000,000
		AUTHORIZED REPRESI		fon Risk Serva	10 0	Œ

Attachment to ACORD Certificate for cellco Partnership The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Cellco Partnership d/b/a Verizon Wireless	
One Verizon Way Basking Ridge NJ 07920-1097	USA

INSURER	 	 	
INSURER			

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIN	итя
		WORKERS COMPENSATION					
В			020342907 FL	06/30/2010	06/30/2011		
A			020342906 CA	06/30/2010	06/30/2011		
с			020342909 TX	06/30/2010	06/30/2011		
-							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

WWC LICENSE LLC Nevada Business Identification # NV20001008932

Expiration Date: January 31, 2012

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

This license shall be considered valid until the expiration date listed above unless suspended or revoked in accordance with Title 7 of Nevada Revised Statutes.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on February 3, 2011

· c. Mue

ROSS MILLER Secretary of State

This document is not transferable and is not issued in lieu of any locally-required business license, permit or registration.

You may verify this Nevada State Business License online at www.nvsos.gov under the Nevada Business Search.

ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND REGISTERED AGENT AND STATE BUSINESS LICENSE APPLICATION OF:

STATE BUSINESS LICENSE APPLICATION OF:			FILE NUMBER
NAME OF LIMITED-LIABILITY COMPANY			ELC/45-2000
FOR THE FILING PERIOD OF 1/2011 TO 1/ **YOU MAY FILE THIS FORM ONLINE AT www.nvsos.gov The entity's duly appointed registered agent in the State of Nevada upon whom process			*110401*
THE CORPORATION TRUST COMPANY OF NEVADA (Com Registered Agent) 311 S DIVISION ST CARSON CITY, NV 89703 USA AFORM TO CHANGE REGISTERED AGENT INFORMATION IS FOUND AT: www USE BLACK INK ONLY - DO NOT HIGHLIGHT Return one file stamped copy. (If filing not accompanied by order MPORTANT: Read instructions before completing and returning this form. 1. Print or type names and addresses, either residence or business, for all manager or the form. FORM WILL BE RETURNED IF UNSIGNED. 2. If there are additional managers or managing members, attach a list of them to this for deemed an amended list for the previous year. 4. State business license fee is \$200.00. Effective 2/1/2010, \$100.00 must be added for 5. Make your check payable to the Secretary of State 6. Ordering Caples: If requested above, one file stamped copy will be returned at no a A copy fee of \$2.00 per page is required for each additional copy generated when accompany your order. 7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson 8. Form must be in the possession of the Secretary of State on or before the last day of received after due date will be returned for additional fees and penalties. Failure to in	Intercial w.nvsos.gov instructions, file s managing members orm. n by the deadline. A or failure to file form additional charge. T n ordering 2 or more City, Nevada 89701 f the month in which nclude annual list ar	A Manager, or if none, A Manager, or if none, or annual list received mor by deadline. To receive a certified copy, file stamped or certified co -4201, (775) 584-5708. it is due. (Postmark date ad business license fees w	20110089452-72 Filing Date and Time 02/03/2011 9:11 AM Entity Number LLC745-2000 his document was fied electronically Bove space is FON OFFICE use ONLY ent to registered agent.) a Managing Member of the LLC must sign re than 90 days before its due date shall be , enclose an additional \$30.00 per certification. opies. Appropriate instructions must is not accepted as receipt date.) Forms will result in rejection of filing.
ANNUAL LIST FILING FEE: \$125.00 LATE PENALTY: \$75.00 Complete only if applicable Pursuant to NRS, this corporation is exempt from the business licens Month and year your State Business License expires:		n code:	LATE PENALTY: \$100.00 Section 7(2) Exemption Codes 001 - Governmental Entity 002 - 501(c) Nonprofit Entity 003 - Home-based Business 004 - Natural Person with 4 or less rental dwelling units 005 - Motion Picture Company 006 - NRS 680B.020 Insurance Co.
NAME WESTERN WIRELESS LLC ADDRESS	(рос і 	UMENT WILL BE REJEC MANAGER	TED IF TITLE NOT INDICATED) MANAGING MEMBER STATE ZIP CODE
ONE VERIZON WAY, USA	BASKING	RIDGE	NJ 07920
NAMEADDRESS		UMENT WILL BE REJEC	TED IF TITLE NOT INDICATED) MANAGING MEMBER STATE ZIP CODE
NAME		UMENT WILL BE REJEC	TED IF TITLE NOT INDICATED) MANAGING MEMBER
ADORESS	CITY		STATE ZIP CODE
NAME	(DOC	UMENT WILL BE REJEC	TED IF TITLE NOT INDICATED)
ADDRESS	СГТҮ		MANAGING MEMBER STATE ZIP CODE
I declare, to the best of my knowledge under penalty of perjury, that the above m the 2009 session of the Nevada Legislature and acknowledge that pursuant to Ni instrument for filing in the Office of the Secretary of State.			
X KAREN M SHIPMAN	Title AS	SISTANT SECRETARY	Date Y 2/3/2011 9:07:31 AM

Signature of Manager or Managing Member

Nevada Secretary of State Annual List ManorMem Revised: 8-5-09

ATTACHMENT B1 TECHNICAL PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

YES X I agree to comply with the terms and conditions specified in this RFP. NO I do not agree to comply with the terms and conditions specified in this RFP.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables below. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in the tables below.

Cellco Partnership d/b/a Verizon Wireless

Company Name Signature

Todd Loccisano-Executive Director Enterprise & Government Contracts Print Name

Vendors MUST use the following format. Attach additional sheets if necessary.

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)
	* Please Se	e Attached Sheet

EXCEPTION SUMMARY FORM

ASSUMPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)	
3.6.20	67	List the equipment that is not supported by your company and the supporting wireless data service The assumption is that WSCA's intent was to request a list of equipment that IS supported by our	s. company
Participating Addendu	ms	Verizon Wireless will negotiate with each State for new Participating Addendum.	

This document must be submitted in Tab V of vendor's technical proposal

1-APRIL-2011

Date



Request for Proposals No: 1907 Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be provided)
3.5.16.6 3.6.12.7	38 62	Walk-in repairs at retail stores.
		Verizon Wireless Response:
		Verizon Wireless does not offer walk-in repairs at any of our restores, however, Verizon Wireless will reasonably assist Participating Entities with obtaining repair or replacement equipment under warranty.
3.5.18	39	Submit full listing of walk-in service/repair center locations in e respective state, with qualified personnel to repair the equipment site that will manage all service and repairs under agreement.
		Verizon Wireless Response:
		Verizon Wireless does not offer walk-in repairs at any of our restores, however, Verizon Wireless will reasonably assist Participating entities with obtaining repair or replacement equipment under warranty.
3.6.14	62	For each of equipment/device/accessory, submit a full listing walk-in service/repair center locations in each respective state, v qualified personnel to repair the equipment on site that will man all service and repairs under agreement. Include contact name phone number for each location.
		Verizon Wireless Response:
		Verizon Wireless does not offer walk-in repairs at any of our restores, however, Verizon Wireless will reasonably assist Participating entities with obtaining repair or replacement equipment under warranty.
3.6.18	65	equipment whiter warranty.
		Detail procedures required applying for and initiating priority states service.
		Verizon Wireless Response:
		Verizon Wireless does not provide wireless priority service for a services at this time.
3.6.19	65	List all fees associated with priority service.
		Verizon Wireless Response: For Purchasing Use C RFP/CONTRACT # 1 RFP/CONTRACT # 1
		Verizon Wireless does not provide wireless provide services at this time.
STATEWIDE	Please note that	25. INDEMNIFICATION. To the fullest extent permitted
MASTER	the suggested	law, and except to the extent caused by the negligence or wil

R1- EXCEPTION SUMMARY FORM

Request for Proposals No: 1907

Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

verizon wireless

SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR	changes highlighted in yellow are consistent with the current WSCA Master Agreement.	misconduct of the WSCA/ ate of Nevada , employees, agents, volunteers and subcontractors, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
		Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of: 1. Final acceptance by the Lead State of the completion of this contract; or 2. Such time as the insurance is no longer required by the Lead State under the terms of this contract. Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor as relates to Contractor operations. Contractor's insurance policies shall apply on a primary basis in this respect. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than ten thirty (130) business days before after the expiration or replacement of the required insurance- without lapse in coverage. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

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Request for Proposals No: 1907 Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

verizon wireless

Workers' Compensation and Employer's Liability Insurance I) Contractor shall provide proof of worker's compensation insurance.
2) Employer's Liability insurance with a minimum
limit of \$500,000 each employee per accident for
bodily injury by accident or disease.
Commercial General Liability Insurance
1) Minimum Limits required:
<u>\$2,000,000.00</u> General Aggregate
<u>\$1,000,000.00</u> Products & Completed
Operations Aggregate
<u>\$1,000,000.00</u> Personal and Advertising Injury
<u>\$1,000,000.</u> 00 Each Occurrence
2) Coverage shall be on an occurrence basis and shall be
at least as broad as ISO 1996 form CG 00 01 (or a
substitute form providing substantially equivalent
coverage); and shall cover liability arising from
premises, operations, independent contractors,
completed operations, personal injury, products, civil
lawsuits, Title VII actions and liability assumed under
an this insured contract (including the tort liability of
another assumed in a business contract).
Converse Promission antes
<u>General Requirements:</u> b. <u>Waiver of Subrogation</u> : Each liability insurance policy
shall provide for a waiver of subrogation as to additional
insureds.
c. <u>Cross-Liability</u> : All required general liability policies
shall provide cross-liability coverage as would be
achieve under the standard ISO separation of insureds
clause.
d. <u>Deductibles and Self-Insured Retentions</u> : Insurance
maintained by Contractor shall apply on a first dollar basis
without application of a deductible or self-insured
retention unless otherwise specifically agreed to by the
Lead State or Participating States. Such approval shall not
relieve Contractor from the obligation to pay any
deductible or self-insured retention. Any deductible or
self-insured retention shall not exceed five thousand
dollars (\$5,000.00) per occurrence, unless otherwise
approved.—We will select commercially reasonable
deductibles and self-insured retention and will be
responsible for their payment.

Request for Proposals No: 1907 Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

verizon wireless

 e. <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be mailed sent by certified mailed to the address identified on page 1 of the contract. f. <u>Approved Insurer</u>: Each insurance policy shall be: 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers reasonably acceptable to the Lead State and Participating agents upon whom service of process may be made, and 2) Currently rated by A.M. Best as "A- VII" or better.
 Evidence of Insurance: Prior to the start of any Work, Contractor must provide the following documents to the Lead State: <u>Certificate of Insurance</u>: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. <u>Schedule of Underlying Insurance Policies:</u> If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.
<u>Review and Approval</u> : Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.



Request for Proposals No: 1907 Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

3. SCOPE OF WORK

3.1 General Requirements

3.1.1 Vendors may choose to submit a proposal on any or all listed services and/or equipment; each band of service and/or equipment proposed upon must be submitted as a standalone proposal, i.e., a vendor that provides wireless voice service, broadband service, and equipment must submit three separate proposals, each clearly identifying compliance with each service band. A vendor proposing upon accessories/equipment/devices would submit only one proposal for that specific band of services. Each proposal will be evaluated individually as submitted for the specific band of services.

Verizon Wireless Response: Noted and Understood.

3.1.2 Provide quality wireless voice services, wireless broadband services, equipment and accessories at the lowest cost available in a timely and efficient manner.

Verizon Wireless Response: Noted and Understood.

3.1.3 Provide secure online access for each participating entity representative to manage accounts and order services/accessories/equipment. Only the participating entity representative shall be allowed to manage accounts and service/equipment/accessory ordering. Vendor is responsible to keep the list of participating entity representatives current.

Verizon Wireless Response:

Noted and Understood.

My Business Account is the online self-service tool for Verizon Wireless business and government customers. My Business Account enables you to view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business Account's functionality.

My Business Account is organized by easy-to-use links. Simply click on the link you need based on what you want to accomplish. My Business Account has the following functionality:

• Administration – The Administration link enables your designated employees to perform several useful functions that help manage your account. From the Administration link, you can view the



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

entity's profile, manage billing accounts, create business or personal address books, go paperless and create business structures.

- More About Business Structures A Business Structure is a customized hierarchical view of billing information. Business Structures are created by your designated employees directly in My Business Account. Business Structures enable you to organize your billing accounts by department, geographic territory, or in whatever way best meets your needs. By doing so, you will be able to see a cost summary for each Business Structure. For example, the entity may have 50 mobile numbers and 10 billing account numbers. Your designated employees could create a Business Structure for your Marketing department, another for Finance and another for Sales, etc.
- Statements The Statements link provides a quick, easy method for the entity to review your balance, last payment and a summary of current charges. In addition, you can view usage and charges related to your entire organization or a particular account. From the Statements page, you can easily view or print your bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.
- Payments The Payments link enables you to apply payments to your account(s). You can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The Payments link can also send email notifications to you if a payment is reversed or declined.
- Reports The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the "20 longest phone calls" or a "summary of cost by month". Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.
- Help The Help link is a tool for the entity's designated employees to demonstrate how to use My Business Account and to find answers to frequently asked questions. The My Business Account "Online Tutorial" can be found in the Help link and is a useful tool to train your designated employees on how to use the application. The Support link under Help provides interactive demos on how to set up Business Structures, make payments and manage users.
- Account Maintenance Your designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can make ESN changes online and initiate device upgrades from this link.
- Order Online Your designated employees can use the Web portal to order new devices and accessories when logged into My Business Account. The ordering site is customized with the entity's name and reflects your pricing and equipment discount. This provides your designated employees greater flexibility in placing orders right from their own desktop via a single login.

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



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Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

Federal regulations issued by the Federal Communications Commission require wireless providers to protect the Customer Network Proprietary information from improper disclosure. Verizon Wireless agrees to provide this information to authorized users, provided they are clearly authorized by the participating users within the state government. For local governments and special purpose districts that may be authorized to participate, there must be a requirement that they authorize the release of such information as part of the requirements to participate in using the WSCA contract that may result from this RFP. Assuming such consent is included in the state participating addendum, we propose to provide information as follows:

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

Customer Proprietary Network Information ("CPNI") (Language to be Inserted in Each Customer Agreement): Verizon Wireless and its affiliates (the "Verizon Companies") need Customer's permission to share information about Customer. The Federal Communications Commission ("FCC") and various states require Verizon Wireless to protect certain information that is made available to it solely by virtue of Customer's relationship with it. This information is known as Customer Proprietary Network Information ("CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer's telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. Verizon Wireless acknowledges Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use, disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. Customers that agree to participate under the Contract grant Verizon Wireless permission to use, to permit access to and to disclose Customer's CPNI to WSCA. Customer has a right to disapprove of these uses of CPNI, and may withdraw or limit this consent at any time by notifying Verizon Wireless in writing, either by faxing Wireless Verizon Wireless at 866-745-4661 or bv *e-mailing* Verizon at cpninotices@verizonwireless.com. Customer's consent will remain valid until Verizon Wireless receives such a notice withdrawing consent. Customer's refusal or withdrawal of consent to WSCA will affect the provision of services to which Customer subscribes. Customer must provide CPNI consent WSCA to participate under this agreement. If Customer does not provide the requested CPNI consent this will not affect its ability to contract directly with Verizon Wireless but it will prevent the customer from utilizing the Contract.



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

3.1.4 Vendors must commit to participate in the Federal Communications Commission's E- Rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of this program will be provided without the addition of any service or administration fee by the vendor. A statement of commitment is required.

Verizon Wireless Response:

Verizon Wireless supports the Universal Service Fund for Schools and Libraries commonly known as "E-Rate". E-Rate is a federal program established as part of the Telecommunications Act of 1996. The purpose of E-Rate is to provide affordable access to specified telecommunications services for all communities, regardless of location or economic status. Eligible schools and libraries may receive discounts ranging from 20% to 90% of the cost of funded services. The E-Rate program divides funding into three categories of services:

- Telecommunications services
- Internet access
- Internal connections

Under the E-Rate program, Verizon Wireless will provide assistance for eligible wireless communications, including but not limited to an array of wireless voice and data products and services that will enable your school or library to coordinate administrative and educational needs effectively.

Verizon Wireless' SPIN number is 143000677. Verizon Wireless' FCC Registration Number is 0003-2906-73. Please visit Verizon Wireless' website for further information regarding Verizon Wireless' E-Rate program at: <u>http://b2b.vzw.com/govt/erate.html</u>

Verizon Wireless will not impose any additional administration or service fee for the implementation of or participation in the E-Rate Program above those required by the FCC.

3.1.5 Use of these contracts is permissive.

Verizon Wireless Response: Noted and Understood.

3.2 Administration of Contract(s)

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

3.2.1 Meet with lead States' Purchasing Department representative on a semi-annual basis

(once every six months) to evaluate and review:

- Pricing/rates relative to prevailing full market pricing/promotions/solicitations;
- Actual billed charges relative to prevailing available full market pricing;
- Adjustments to maintain the original discount offered to the then prevailing available full market pricing; and
- Any other significant issue (service, billing or otherwise) that may need to be addressed.

Verizon Wireless Response:

Semi-annual Business Reviews

Verizon Wireless will provide a Semi-annual Business Reviews (SBRs) to lead State's Purchasing Department Representative on a semi-annual basis. The SBR will provide a high-level organizational review of services, behavior and practices with Verizon Wireless. The SBR will be provided free of charge and presented quarterly, encompassing the previous 13-month period. Included in the SBR presentation are analysis reports to show overall usage. Verizon Wireless also provides personalized recommendations on price plans and equipment based on analysis of the data. In addition, SBRs accomplish the following:

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

SBR topics for discussion include:

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



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

3.2.2 Complete the evaluation and review within twenty (20) business days. All changes/reductions to current agreement pricing shall be formalized by an Agreement Amendment to existing agreement. Agreement shall be retroactive to the date of the review.

Verizon Wireless Response: Noted and Understood.

> The Contractor(s) shall report contract utilization and pay an administrative fee of 3.2.3 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA, paid quarterly. The WSCA directors approved the level of the administration fee, and the fee is not negotiable. The administrative fee is to be paid quarterly within 60 days of the end of the quarter (See Attachment G for Reporting Schedule). In addition to the WSCA administrative fee, some WSCA and non-WSCA states may require that a fee be paid directly to the state on purchases made by procuring entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contracts. The Contractor(s) may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the state. Any such price adjustment shall not exceed the dollar value of the additional fee. All such agreements shall have no affect whatsoever on the WSCA fee or on the prices paid by the procuring agencies outside the jurisdiction of the state requesting the additional fee.

Verizon Wireless Response:

Noted and Understood.

3.2.4 Administration fee checks will be made payable to WSCA, 3643 Solutions Center, Chicago, Il 60677-3006, and sent in accordance with quarterly reports, Attachment G. Contractor(s) will provide a report indicating the amounts rebated to each using entity.

Verizon Wireless Response: Noted and Understood.

3.2.5 Unless otherwise prohibited by provision in a participating addendum, Contractor may, at the sole discretion of the Contractor, offer discounted wireless services and equipment, broadband services and equipment, or accessories to employees of WSCA participating entities as Individual Liable (IL) accounts ("employee



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program"), within the jurisdiction of the entity completing the participating addendum, with the understanding that the entity completing the participating addendum has no liability whatsoever concerning the equipment or for payment of services. All such employees must be validated in order to participate in the employee program, and that employees not so validated will not receive discounted wireless services and equipment, broadband services and equipment, or accessories under this agreement.

Each IL participating in the employee program must (a) enter into, and be individually responsible for complying with a selected service agreement including, without limitation, the corresponding obligations to comply with all of the terms and conditions of the chosen plan, and to pay all charges incurred under the service agreement; and (b) must follow the activation, validation, migration, upgrade and related policies, procedures and processes established by Contractor from time to time. Any wireless spend resulting from employee's purchasing under the employee program of this contract will be subject to reporting requirements and to the required WSCA administrative fee of one tenth (1/10) of one percent, and report these sales as outlined in this RFP.

Verizon Wireless Response: Noted and Understood.

3.2.6 Maintain detailed records pertaining to the cost of services rendered and products delivered for a period of three years from the date of acceptance of each purchase order.

Verizon Wireless Response:

Noted and Understood.

3.2.7 Make records subject to billing audits either before or after payment. Assist participating entities with detail account information required by the participating entity or auditor anytime during the contract period.

Verizon Wireless Response:

Noted and Understood. However, please note that the release of any information that meets the Federal Communication Commission ("FCC") definition of Customer Proprietary Network Information ("CPNI") (such as monthly usage) is subject to FCC regulations and federal law. Verizon Wireless will provide to the Participating Entity information necessary to calculate any applicable administrative fee so long as each local government and other non-state eligible entity provides prior specific written consent for releasing to the Participating Entity CPNI for their accounts.



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3.3 Reporting

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

3.3.1 Reporting shall be provided in the format required by WSCA (Attachment G), with hard copies available upon request.

Verizon Wireless Response: Noted and Understood.

- 3.3.2 The following usage reports shall be submitted for the respective quarter:
 - 3.3.2.1 Usage and purchases under the contract.

Verizon Wireless Response:

Noted and Understood.

3.3.2.2 Quarterly optimization report for each wireless/broadband service subscriber and orders placed for accessories. The goal of the optimization reports is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move to a more cost effective plan or subscribers consistently under-utilizing a plan, and therefore should move to a lower cost plan.

Verizon Wireless Response:

Quarterly Business Reviews

Verizon Wireless will provide a quarterly optimization report to individual Participating Entities as part of a Quarterly Business Review as may be requested by each entity. Verizon Wireless currently offers Quarterly Business Reviews (QBRs) to many of our Government customers. A QBR is a high-level organizational review of services, behavior and practices with Verizon Wireless. Our QBRs are free of charge and are presented quarterly, encompassing the previous 13-month period. Included in the QBR presentation are analysis reports to show overall usage. Verizon Wireless also provides personalized recommendations on price plans and equipment based on analysis of the data.



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QBRs accomplish the following:

- Provide a periodic high-level update of key wireless program metrics.
- Help ensure best possible value for the Participating Entities wireless expense.
- Identify specific areas that need further focus, such as:
 - Lines that could benefit from price plan optimization
 - Identification of obsolete devices
 - New ways that wireless technology can support the Participating Entity's mission

If required by WSCA, Verizon Wireless will provide the quarterly optimization report for the overarching WSCA master agreement as an additional report along with Attachment F. The data requested in the quarterly optimization report is quite voluminous and therefore this document will be sent separately in CD format to the State of Nevada. With approximately 200,000 line subscribers, additional resources will have to be dedicated to the production of this report.

With Verizon Wireless' My Business Account on-line tool, you can easily manage your wireless usage, evaluate trends and create reports. My Business Account is designed in an easy-to-use, accessible format. You can manipulate and export data into the entity's required formats through the use of Microsoft applications.

With My Business Account you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number.
- View individual phone information, such as airtime usage and call detail.
- Modify mobile number information to allow for specific, customized analysis.

Verizon Wireless provides access to the My Business Account portal at no additional charge. My Business Account enables agency authorized contacts to make purchases, process upgrades and maintain existing service conveniently - 24-hours a day, 7-days a week.

Your Account Manager can provide a demonstration of My Business Account and you may also view a demo by clicking on the following link: http://www.verizonwireless.com/b2c/businessSolutions/mybiz/index.jsp



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3.3.2.3 Voice, data, and combined voice/data related reports upon request.

Verizon Wireless Response:

Noted and Understood.

3.3.3 Provide equipment sales report. A quarterly summary of equipment sold. Reports are to be submitted to the lead State in the format required by WSCA (Attachment G), with hard copies available upon request.

Verizon Wireless Response: Noted and Understood.

3.3.4 Individual participating entities may request specific equipment sales summaries, which shall be provided at no cost. Reports shall include report elements as seen in Attachment G.

Verizon Wireless Response:

Noted and Understood. Individual participating entities may create custom reports using Verizon Wireless' My Business Account on-line tool. Please refer to the response to section 3.3.2.2. above for further detail regarding My Business Account reporting features.

3.3.5 Upon request, provide reporting elements and/or management reports related to usage for services that are available and would optimize the participating entity's ability to assess utilization and cost.

Verizon Wireless Response:

Noted and Understood. Please see the response to section 3.3.2.2 above.

3.3.6 Be able to provide custom reports as may be requested by individual participating entities. Describe in general, the level of sophistication and complexity, custom usage report data that you can provide to the participating entities. Vendors should provide a sample report with their proposal.

Verizon Wireless Response: Noted and Understood.

Quarterly Business Reviews



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

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

QBR topics for discussion include:

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

In addition to QBRs, Verizon Wireless can provide monthly ad hoc reports to satisfy any additional informational requirements that may be requested by each Participating Entity.

3.3.7 Upon request, provide subscribers with usage reports which include full itemization of call details (such as the information on the Contractor's standard bill for consumer accounts) to enable verification of usage including: (1) call date, call number call length, call time, and (2) plan cost, per minute charges, overage cost, additional features charges and other fees, etc.

Verizon Wireless Response: Noted and Understood.



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3.4 Contract Management

The following requirements apply to all contracts awarded as a result of this solicitation, regardless of whether a proposing vendor is awarded any one or all listed services and/or equipment.

- 3.4.1 Assign a Contract Manager to manage the WSCA account, who shall be responsible for:
 - 3.4.1.1 The contract's overall performance requirements, ongoing unresolved issues, overall customer service.
 - 3.4.1.2 Providing any additional documentation necessary, as requested by the State for performance audits conducted periodically to evaluate areas of service required by this RFP (i.e. deliver, fill rate, variance reports, customer representatives)
 - 3.4.1.3 Meet with the lead State every six (6) months or as otherwise specified, to maintain the partnership between the State and the Contractor. Meetings may involve, but not be limited to:
 - Contractor performance;
 - Problem resolution;
 - Mandatory and custom reports; and
 - Improvement opportunities (i.e. cost savings opportunities, use of enhanced service features, etc.

Verizon Wireless Response:

Verizon Wireless' current WSCA Contract Manager, RJ Fenolio, has 16 years of wireless service and management experience, of which 6 years have been spent successfully managing Verizon Wireless' current WSCA agreement. Mr. Fenolio is intimately familiar with the terms of the agreement and the unique requirements of WSCA and its Participating Entities. His extensive background in the communications industry has resulted in a comprehensive knowledge of the wireless industry. Mr. Fenolio contact information is:

8350 E. Crescent Pkwy Ste. 200 Greenwood Village, CO 80111 Phone: 702-283-2200 Email: <u>RJ.Fenolio@Verizonwireless.com</u>



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Overview of **Responsibilities**:

Leads effort to negotiate contract with WSCA and all respective States wishing to participate on the WSCA contract. Works closely with in supporting Sales reps and Customer Service teams on product presentations, strategic plans, customer concerns, procurement, trouble-shooting, and process improvements. Represents company at trade association meetings to promote Verizon Wireless.

Below is the list of staff that may be involved with your account.

Government Account Executive

Overview of responsibilities:

Responsible for sales and customer support to government accounts within assigned geographic territory. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Provides follow-up training for new customers, handles equipment issues, performs rate plan analysis, explains billing and interacts with Business Support Center on customer service issues.

The Government Account Executive will provide quarterly reviews for SDCOE and/or each of the 42 districts upon request. During this account review, Verizon Wireless can identify opportunities to save money and provide valuable recommendations and pertinent account information. Quarterly reviews can save SDCOE time usually spent reviewing and researching accounts by highlighting your student's usage habits, equipment needs and upgrade opportunities. These business reviews are interactive allowing SDCOE an opportunity to strategize with your Government Account Executive on your current and future requirements.

Data Sales Manager

Overview of responsibilities:

Responsible for ongoing cross channel data training and sales support. Conducts sales meetings and executive briefings with potential and existing customers to establish strong working relationships and promote the quality of Verizon Wireless data products and services. Manages data presentations and summits. Ensure that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner. Remains current on all wireless products and services, industry and competitive trends.

Business Sales Manager

Overview of Responsibilities:

Trains sales team on new products, services and selling skills to ensure team is fully versed in Verizon Wireless products and services and ready to represent Verizon Wireless in the highest professional manner. Represents company at trade association meetings to promote Verizon Wireless and increase presence in the community by developing relationships through chambers of commerce. Ensures that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner.



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Data Sales Manager

Overview of responsibilities:

Responsible for leading, managing and motivating a team of data professionals by leveraging products and services while collaborating with other management teams. Conducts sales meetings and executive briefings with potential and existing customers to establish strong working relationships and promote the quality of Verizon Wireless data products and services. Manages data presentations and summits. Ensure that customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner Develops, trains and coaches sales team.

Associate Director, Government

Overview of Responsibilities:

Works with sales team and clients on contract negotiations. Represents company at trade association meetings to promote Verizon Wireless and increase presence in the community by developing relationships through chambers of commerce. Responsible for managing the overall operations and budget. Ensures that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely and empathetic manner.



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VOICE SERVICE AND SUPPORT (BAND 1)

3.5 Voice Services and Support (Band 1)

3.5.1 Provide quality wireless voice services at the lowest cost available in a timely and efficient manner.

Verizon Wireless Response:

Verizon Wireless' commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. Verizon Wireless has invested more than \$65 billion since we were was formed – \$6.0 billion on average every year – to increase the coverage, reliability and capability of our premier nationwide network and to provide new services to our customers.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, power. They are also cross-trained to handle a wide variety of system maintenance issues - all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than 2 percent of the calls placed on Verizon Wireless' network are dropped or fail to initially connect - even during the busiest hours of the day - as well as by our continual subscriber growth.

Verizon Wireless will provide quality wireless voice services at a fair and reasonable cost available in a timely and efficient manner; not lowest cost.

3.5.2 Establish and provide a set of "standard" plans for voice services.

Verizon Wireless Response:

Below are highlights of the standard voice and data plans featured in the Verizon Wireless Pricing & Equipment Proposal.

Voice Calling Plans: Nationwide for Business The Nationwide for Business Calling Plans include:

- Unlimited National Mobile to Mobile Calling with any of our more than 94.1 million customers, anytime, without using your Anytime Voice Minutes within the Nationwide Rate and Coverage Area.
- 10 Friends & Family® for Business Numbers on plans with 900 or more Anytime Minutes
- No domestic roaming or long distance charges (airtime charges apply).
- Unlimited Night & Weekend Minutes



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- Night hours (Monday Friday): 9:01 p.m. 5:59 a.m.
- Weekend hours (Saturday Sunday): 12:00 a.m. 11:59 p.m.
- Access to Mobile Web 2.0 with low \$1.99/Megabyte pay-as-you-go usage charges.

Nationwide for Business Calling Plans with Share Option

For an additional monthly fee per line, your corporate subscribers on a Nationwide Calling Plan who deplete their entire allocation of Anytime Voice Minutes may use the Anytime Voice Minutes not used by other corporate subscribers on Nationwide Calling Plans with Share Option. Each sharing subscriber's unused Anytime Voice Minutes will pass to other sharing subscribers that have exceeded their Anytime Voice Minutes during the same monthly billing period. Each sharing subscriber's monthly Anytime Voice Minutes apply first to that line. Unused monthly Anytime Voice Minutes are then shared with other sharing subscribers that have exceeded their monthly Voice Anytime Minutes allowance in order of highest usage.

The Share Option is only available to corporate subscribers and may be subject to certain requirements and limitations depending on the location and number of subscribers requesting the Share Option.

Push to Talk Option

Get unlimited Push to Talk for just an additional \$5 per month per line. With the push of a button, your employees can use Push to Talk for quick exchanges with their co-workers, associates and clients. Plus, with the very same phone they can also make regular cellular calls. Verizon Wireless Push to Talk features:

- Coast-to-Coast Coverage. Reach and be reached across the country within the Verizon Wireless National Enhanced Services Rate and Coverage Area.
- Simple Voice Communication. Connect at the touch of a button.
- Online Contact Management. Store up to 150 individual Push to Talk contacts.
- One Number Service. One number, one device for Push to Talk and voice calls.
- Group Calling. Connect with the team with the push of a button.

Nationwide Small Business SharePlans

The Nationwide Small Business SharePlans include:

- Unlimited National Mobile to Mobile Calling with any of our more than 94.1 million customers, anytime, without using your Anytime Voice Minutes within the Nationwide Rate and Coverage Area.
- 10 Friends & Family for Business Numbers on plans with 1400 Anytime Minutes and higher
- No domestic roaming or long distance charges (airtime charges apply).
- Unlimited Night & Weekend Minutes
 - Night hours (Monday Friday): 9:01 p.m. 5:59 a.m.
 - Weekend hours (Saturday Sunday): 12:00 a.m. 11:59 p.m.
- Access to Mobile Web 2.0 with low \$1.99/Megabyte pay-as-you-go usage charges.

Note: The plans can be purchased by any business customer, from a 2-5 line retail account with a Federal Tax ID up to a 10,000+ business customer (large customers will still only be able to have 50 lines per account, though a company can have multiple 50-line accounts).



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Email Plans:

Nationwide for Business Email Plans

- The Nationwide for Business Email Plans (for Smartphones and BlackBerry devices), include:
- Unlimited National Mobile to Mobile Calling Minutes to more than 94.1 million Verizon Wireless customers, anytime, without using your Anytime Voice Minutes
- No domestic roaming or long distance charges (airtime charges apply).
- Unlimited Night & Weekend Minutes
 - Night hours (Monday Friday): 9:01 p.m. 5:59 a.m.
 - Weekend hours (Saturday Sunday): 12:00 a.m. 11:59 p.m.
- Unlimited data allowance for email and handset web browsing

3G Data Plans/Packages:

Our 3G Data Plans are designed to give your employees more options and the ability to choose a data plan that more closely matches their wireless lifestyles and the capabilities of today's wide array of feature phones, Smartphones, mobile hotspots, netbooks and tablets.

Verizon Wireless has provided a list of standard plans for WSCA's review within the Part II-Cost Proposal of this response.

3.5.3 Detail standard features such as voicemail, call waiting, call back and in-plan minutes or megabytes included in the proposed services.

Verizon Wireless Response:

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

Basic Voice Mail:

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

Message Waiting Indicator:

Message Waiting Indicator, is used in conjunction with Caller ID and Voice Mail to provide subscribers with the visual ability to see who called and allows them to see if they have any Voice Mail messages. If the subscriber leaves the phone powered off, the indicator telling them that there are



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messages waiting will be activated as soon as the subscriber turns the phone on. This option works only on phones that are equipped with Message Waiting Indicator.

Caller ID:

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

Caller ID Blocking:

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

Call Waiting:

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

Call Forwarding (not available in all areas):

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

No Answer/Busy Transfer:

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

Three-Way Calling:

Three-Way Calling allows the subscriber to speak with two parties at once while on one cellular call. Airtime and other charges, which may include toll or long distance charges, apply for both calls during

Verizon Wireless has provided complete details of standard and chargeable features with each of the calling plans provided included within Part II-Cost Proposal of this response.



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3.5.4 Activate service on new equipment within 72 hours of request or shipping.

Verizon Wireless Response:

To ensure the device is activated by the authorized user only, upon receipt each end user is must authenticate and complete the activation of new service on the new device once received following a simplified process.

Equipment orders can be completed and shipped typically within two (2) business days. For bulk orders please work with your Government Account Manager to determine timeframe. The equipment arrives preprogrammed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen). Once the equipment is received *228 must be dialed and the prompts followed in order to activate the phone. Requests for emergency orders can be handled on a case-by-case basis by your Account Manager.

Once an order is placed and confirmed, fulfillment begins immediately and the order cannot be cancelled. If you chose to cancel the order, you may reject the package at time of delivery or may contact customer service to facilitate a return. Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us by your government-liable end users provided the equipment is returned within 30 days of purchase; if service is also terminated within 30 days, the entity remains responsible for the cost of any airtime and features used prior to the termination date. We will accept returns or make exchanges on all cellular merchandise purchases on all cellular merchandise purchase is returned within 14 days, your employee remains responsible for the cost of any airtime and features used prior to the terminate is also terminated within 14 days, your employee remains responsible for the cost of any airtime and features used prior to the termination date.

3.5.5 Provide the following services at no extra charge. This list is not meant to be all inclusive and vendors may, at their discretion, add other services.

3.5.5.1 Per line caller ID blocking;

Verizon Wireless Response:

Blocking of calls to 900 numbers

As a matter of policy, Verizon Wireless blocks access to 900 services numbers.

Blocking of all calls except to a specific number

With the Wireless Office solution you can block calls to a specific number. Wireless Office has Call/No Call lists, time of day and Closed User Group feature (i.e., calls restricted to/from those in the Closed User Group). It is also controllable at the handset level for select handsets. Wireless Office call management feature is \$4.99 per month per MTN.

Note: No Call Lists – This feature allows a customer's telecom manager to create lists of numbers that particular users are restricted from calling or receiving calls from. Call Lists – This feature allows a



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customer's telecom manager to create lists of numbers that particular users are exclusively limited to calling or receiving calls from.

Blocking of all calls except inbound calls

With the Wireless Office solution can you block all calls except for inbound calls. It is also controllable at the handset level for select handsets. Further, calls can be restricted to Inbound Only at no charge. Wireless Office call management feature is \$4.99 per month per MTN.

Blocking of all calls except Local calls (as defined by call plan)

This is not permissible, but Nationwide Calling Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Blocking of all calls except Regional calls (as defined by call plan)

This is not permissible, but Nationwide Calling Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply.

Blocking calls to and from the continental U.S. only

This is permissible if IDIAL is not present on the account; calls are limited to US and Canada. Nationwide Calling Plans are toll free nationwide. No blocking available to Canada or for premium calls such as 411. Toll charges may apply. Incoming calls can originate anywhere in the world.

Blocking calls to and from North America only

IDIAL is required to permit calls to Mexico. Blocking is available within North America dialing pattern, which includes U.S. and Canada. Toll charges may apply. Incoming calls can originate anywhere in the world.

<u>Blocking calls to and from the U.S. and limited international locations (e.g., Western Europe)</u> With IDIAL, voice calling is open to all countries available through roaming agreements; Verizon Wireless cannot restrict calls to a subset of the available countries.

<u>Blocking calls up to a pre-determined dollar limit</u> Customer can opt into Prepaid Plans that offer a dollar limit.

<u>Blocking of all calls to premium rate/e-commerce services (for example, ring-tone or screen saver</u> <u>downloads, video clips, secure purchasing)</u> Media Center blocking is available.

Blocking all calls and messages from specific numbers

With the Call and Message Blocking feature the Account Owner can request up to (5) 10-digit phone numbers to block; incoming calls from these numbers will be blocked (out-going calls to these numbers are allowed); and incoming and outgoing messages to/from these numbers will be blocked.

Blocking of Picture and Video Messages



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This option blocks the exchange of videos and pictures between a blocked line and others while permitting texting.

Blocking of inbound SMS messages

Inbound and outbound messaging can be blocked; including both at the same time at no charge, through the use of V Block.

Blocking of outbound SMS messages

Inbound and outbound messaging can be blocked; including both at the same time at no charge, through the use of V Block.

Blocking of Premium SMS messages

Premium SMS Block will only block Premium SMS content and billing.

Blocking of Internet download capability

At the handset level, Mobile Web and Media Center services may be restricted. Data can be blocked on select Smartphones. BlackBerry requires a data plan and therefore cannot be blocked. Verizon Wireless offers Mobile Web Blocking, a feature that will allow the entity to request that Mobile Web 2.0 be restricted or blocked on an individual government subscriber's handset.

Blocking V CAST Apps

V CAST Apps, which allows users to discover, purchase and bill applications directly to their Verizon Wireless account, is loaded in the Apps Tab on all Android devices. To ensure that your employees don't make any unauthorized purchases, you will be protected from unapproved charges with the \$0.00 V CAST Apps Block Feature. The Block Feature will be included on all lines with compatible devices, to protect you from unapproved charges. You can view and manage the Block Feature and the relevant devices through My Business Account

Any combinations of the above

The ability to combine any of the above restrictions depends upon the selected handset and service plan.

3.5.5.2 Upgrades or downgrades to service plans as needed, with no limits;

Verizon Wireless Response:

Although subscribers can generally change their calling plans at any time without incurring additional fees and without extending their contracts, certain promotional offers or custom calling plans may require a new individual line term commitment. Similarly, the purchase of discounted new equipment after an initial activation may also require a new line term commitment.



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3.5.5.3 Cancellation of service without early termination fees; and

Verizon Wireless Response:

Verizon Wireless acknowledges. Early termination fees (ETF) will be generally waived for Government liability lines under the WSCA contract. Verizon Wireless reserves the right to charge a prorated ETF if the number has been in service for less than six (6) months with new equipment and is being ported to another carrier. Early termination fees apply to Employee or Individual liability lines of service.

3.5.5.4 Provide LNP with no penalty.

Verizon Wireless Response:

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

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

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

The porting timelines are as follows:

- Wireless port request completion timeline is 3 to 24 hours.
- Wireline port request completion timeline is 4 to 10 business days.

Please note: Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old wireless carrier.

During the porting process, subscribers may occasionally have a short period of mixed services where they are able to make calls immediately upon activation of the Verizon Wireless device, and may still be able to receive incoming calls on the former service provider's phone until the port is complete.



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

For more information, please visit: <u>http://www.verizonwireless.com/b2c/LNPControllerServlet</u>

3.5.6 Provide information regarding coverage across the U.S.; include listing and total % of coverage.

Verizon Wireless Response:

The Verizon Wireless network covers approximately 99 percent of the population within our licensed U.S. territories. As of third quarter 2010, the total number covered was 304,258,883. For additional information, please see the Verizon Wireless domestic rate and coverage maps or visit <u>http://www.verizonwireless.com/coveragelocator</u>

In December 2010, we launched our 4G LTE network in 38 major metropolitan areas and more than 60 commercial airports, covering more than 110 million people. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011. Our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

3.5.7 Define your statewide and national Voice Services coverage by each state.

Verizon Wireless Response:

The Verizon Wireless network covers approximately 99 percent of the population within our licensed U.S. territories. As of third quarter 2010, the total number covered was 304,258,883. For additional information, please see the Verizon Wireless domestic rate and coverage maps or visit <u>http://www.verizonwireless.com/coveragelocator</u>

In December 2010, we launched our 4G LTE network in 38 major metropolitan areas and more than 60 commercial airports, covering more than 110 million people. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011. Our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

Verizon Wireless has provided State Coverage Maps within Tab VIII of this response.



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3.5.8 Provide detailed in-network (no roaming) voice services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

Verizon Wireless Response:

Verizon Wireless has provided State Coverage Maps within Tab VIII of this response.

3.5.9 Provide detailed national in-network (no roaming) voice services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

Verizon Wireless Response:

Verizon Wireless has provided National Coverage Maps within Tab VIII of this response.

3.5.10 Provide updated coverage maps as described above upon request.

Verizon Wireless Response: Noted and Understood.

3.5.11 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.

Verizon Wireless Response:

At Verizon Wireless, we are driven by our desire to provide our customers with an extremely high level of service. This translates into frequent and thorough preventive maintenance, real-time monitoring of all key system components, availability of trained maintenance personnel and parts to permit rapid response and restoration of service. Our network design philosophy includes redundancy on critical paths and components, and generator and battery backup systems. The Network Operations Center (NOC) provides Verizon Wireless' maintenance forces with the key tools necessary to analyze network integrity, identify and resolve system problems before they impact system performance.



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Any corrective or preventative maintenance requiring system down time is typically scheduled during times of low network usage to minimize any inconvenience to our customers.

Maintenance Organization

In order to permit rapid response in critical situations, maintenance organization staff members are distributed in centers across the country. These centers house technicians who: have areas of expertise and responsibility, such as microwave, switch, cellular radio, power; are also cross-trained to handle a wide variety of system maintenance issues that may arise in the course of their work. Each technician is equipped with a portable terminal that provides access to online information while in the field. Technicians travel in vehicles that are equipped with a set of tools and a standard inventory of spare parts that permit equipment repairs. Certain hardware elements not in local stock may be obtained from a regional inventory location prior to visiting the site.

Maintenance Strategy

Verizon Wireless' maintenance strategy is to avoid critical failures and the costs of widespread corrective maintenance through an aggressive and thorough preventive maintenance effort. Verizon Wireless has pervasive and detailed monitoring of all system components so that we are immediately aware of any problems, and can correct them as early as possible.

In conjunction with our equipment suppliers, Verizon Wireless has developed a preventive maintenance schedule designed to minimize real-time failures. Each piece of equipment in the network has its own detailed maintenance guide, and detailed maintenance logs are kept for each piece of equipment. Preventive maintenance tasks that are unlikely to disrupt customers' service are performed during the day. Other maintenance tasks are performed during the night or other low traffic hours to minimize the possibility of disrupting our customers' service.

Preventive maintenance reduces failure rates, but does not eliminate service failures entirely. Prompt identification and analysis of problems are key to appropriate and rapid corrective network maintenance and these are accomplished through sophisticated network monitoring and alarm systems, as well as the continuous analysis of network operations data by regional and NOC personnel. Discussion of these points follows in the sections below.

Monitoring and Alarm Systems

Verizon Wireless has set up alarms for every critical component at the cell site and the MSC, and incorporated a variety of network monitoring and alarm systems into our network. These send alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from the technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time

In the event of an alarm or other failure indicator, Verizon Wireless personnel will be dispatched to the cell site or MSC with a standard set of spare parts and repair equipment, in addition to other parts and equipment that are indicated by the nature of the alarm and failure. Maintenance personnel have access to the MSC and the NOC to get further data and to verify proper performance, once equipment



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has been replaced and service restored. Verizon Wireless works closely with our vendors to ensure that we have access to their engineering personnel and replacement equipment when required. Verizon Wireless also has the ability to dynamically reroute traffic over our network to address switch, microwave, interconnection problems, or capacity issues.

Verizon Wireless offers a Network Event Notification (NEN) Program to enterprise customers with a minimum of 350 government lines¹; additionally, customers must be approved for Tier 2 Enterprise Wireless Data Technical Support. The NEN Program issues a Verizon Wireless Service Bulletin notifying key customers of significant impacts to voice and data services, expediting dissemination of outage notices to customers via email to include updates and resolution of the outage. Upon approval for the program, this service will generate email notifications about the outage to identified personnel within the entity and provide details and ongoing updates about the services impacted.

Events that May Trigger Notification

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

Services and Geographic Coverage

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

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

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

The Geographic Selections are offered with the following parameters:

- Nationwide, or
- Specific Areas and Regions:
 - Midwest Area
 - Western PA/Central PA/Ohio/West VA
 - Kansas/Missouri
 - Michigan/Indiana/Kentucky
 - Illinois/Wisconsin
 - Iowa/Minnesota/Nebraska/North Dakota/South Dakota
 - Northeast Area
 - New England
 - New York Metro

¹ Public Safety accounts may qualify as exceptions to the minimum line requirement.



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- Wash/Baltimore/VA/ Philadelphia
- Upstate NY
- West Area
 - Mountain
 - Pacific Northwest
 - Northern California/Nevada
 - Southwest
 - Southern California
- South Area
 - Carolinas/Tennessee
 - Houston/Gulf Coast
 - Georgia/Alabama
 - Central Texas
 - Florida
- South Central Region
 - Arkansas
 - Oklahoma
 - Northern Texas
 - Western Tennessee
 - Northern Mississippi

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

Notification Process

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

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

Additionally, the email messages will:

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

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



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3.5.12 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

Verizon Wireless Response:

Given the identification of areas with inadequate coverage, the process to improve coverage is:

- 1) RF performance engineer investigates symptoms of poor coverage.
- 2) RF performance engineer identifies specific coverage problem (e.g. weak signal, interference, etc. Other resources may be brought into play as well.
- 3) RF performance engineer identifies potential methods to improve performance (e.g. RF parameter changes, power adjustments, new cell sites, etc.)
- 4) **RF** performance engineer initiates projects to improve coverage. Verizon Wireless uses standardized forms and procedures to initiate these projects. If no monetary expenditure is required, the performance engineer will work with appropriate individuals to execute the coverage improvement project.
- 5) Improvement projects that require monetary expenditures require management approval and prioritization. Estimates are generally prepared and once management approval is obtained, funding for the project is received.
- 6) Project initiated and assigned to a Verizon Wireless Project Manager who ensures timely and high quality completion of project.
 - 3.5.13 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless voice network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

Verizon Wireless Response:

Verizon Wireless offers an assortment of equipment at varying prices, which allows the entity to choose from a variety of options. Equipment availability and pricing; however, is subject to change. Verizon Wireless has provided an equipment list with the basic devices that will be available to all subscribers under the WSCA Agreement located within Tab VIII of this response.

3.5.14 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.

Verizon Wireless Response:

Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us by your government-liable end users provided the equipment is returned within 30 days of purchase; if service is also terminated within 30 days, the entity remains responsible for the cost of any airtime and features used prior to the termination date. We will accept returns or make exchanges on all cellular



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merchandise purchased from us by your employee-liable end users provided the equipment is returned within 14 days of purchase; if service is also terminated within 14 days, your employee remains responsible for the cost of any airtime and features used prior to the termination date.

To return a product your employee would:

- Contact the Customer Care team to advise of the return.
- *Repackage the product in the original box it came in.*
- Attach the provided return label to the package.
- Provide an original sales receipt.
- Call the shipping company and make suitable arrangements to have the package picked up at no additional charge.

Our Return and Exchange Policy is designed to provide a process to return unwanted purchases and provide an in-store exchange option for eligible defective handsets (in/out of warranty). Your employees may return or exchange one wireless phone per new line of service.

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

3.5.15 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

Verizon Wireless Response:

At Verizon Wireless, we are committed to innovation. We're moving our services forward by deploying the next generation in wireless communication -4G LTE - a technology that should be very attractive to our business customers.

We recognized that the benefits of LTE would only be real to our customers if they could be provided over the proper spectrum, which is why we spent over \$100 billion acquiring wireless networks and spectrum – including the most attractive band available, our purchase of contiguous spectrum on the 700 MHz band.

We also recognized the need to have a single technology adopted across the globe, so we were able to accelerate the standards development and drive LTE to be the global choice for 4G. This has been crucial because part of the promise of LTE is based upon the ability to build solutions that work seamlessly anywhere in the world.

We launched our 4G LTE network in December 2010 – in 38 major metropolitan areas and more than 60 commercial airports, covering 110 million people. We are expanding our 4G LTE network to an



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additional 140 markets by the end of 2011; and our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

Quality is at the core of who we are as a company, which is why we are building our 4G LTE backbone with the same reliability for which we are known. And the deployment of the IP Multimedia Subsystem (IMS) core means that the intelligence is in the network, allowing applications developers to create their solution one time and have that solution delivered to a desktop computer, tablet, Smartphone or even a TV.

Open Development - We realized early on that to deliver on the true promise of LTE, there would need to be a wide variety of innovative devices and applications to leverage this technology. That is why we opened up our networks in 2007 and encouraged a wide variety of developers to create and certify their devices to run on the Verizon Wireless network. Since that time, we have certified numerous thirdparty devices to run on our network, such as wireless inventory telemetry devices, tablet PCs, wirelessly-enabled utility meters, offender-tracking anklets and cellular broadband routers. We believe that our open development initiative spurs innovation, expands customer choices and has and will continue to produce a multitude of specialized products available to run on our network.

But with these new devices comes another layer of complexity – how can our business customers manage the procurement, activation and payment of more devices and endpoints than ever before? To that end, we've created several service delivery platforms, including our nPhase joint venture with Qualcomm for device management and also applications through the Verizon Developer Community.

nPhase/Machine to Machine - Machine to machine (M2M) refers to data communications between machines. Any organization that needs to transmit/receive data between two machines can benefit from the use of M2M services. Applications include remote meter reading, mobile asset tracking, automotive telematics and mobile billing and payments at vending machines and ATMs/kiosks. Verizon Wireless and Qualcomm formed a joint venture – nPhase - that provides comprehensive machine-to-machine (M2M) solutions and smart services offerings across a wide variety of market segments, including healthcare, manufacturing, utilities, distribution and consumer products. nPhase leverages our expertise and simplified device certification process with Qualcomm's advanced connectivity technologies and will deliver seamless, fully integrated M2M communication with global connectivity. Key new capabilities will include cloud computing solutions to automate device provisioning, and to track, monitor and manage assets.

Verizon Developer Community - We launched the Verizon Developer Community (VDC) to foster innovation in the mobile application space. Developers who have created apps for platforms such as Java, BREW, Android, Windows Mobile and others are encouraged to join the VDC and to submit their concepts and applications. The VDC provides a streamlined testing and certification process for applications, with the goal of having approved applications launched within 14 days of submission.

4G LTE Innovation Center - The Verizon Wireless LTE Innovation Center is designed to drive innovation and help foster creative solutions connecting people, places and things wirelessly using LTE technology. It leverages our experience to help developers assess what types of new products and



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services may best succeed in the marketplace. The LTE Innovation Center includes a lab for product testing and development, as well as home and business environments designed to simulate usage of products in real-life situations. We expect the LTE Innovation Center to see significant activity across three product areas: 1) consumer electronics and appliances; 2) machine-to-machine (M2M) products in the areas of healthcare, security and utility metering; and 3) telematics. The LTE Innovation Center will support early stages of product development, including concept validation, usability studies, product design analysis, prototyping, and lab and field trials. Once a product is proven through the development process and ready to come to market, we can help the developer quickly access the most appropriate sales channels for a given product. And we've announced plans to establish an applications innovation center in San Francisco by the end of 2011.

Verizon Wireless will continue to support existing technologies as we continue to expand our 3G technology and develop our 4G technology platform. We have not scheduled a "sunset" date for any of our digital CDMA technologies. In December 2010, we launched our 4G LTE network in select markets. As we roll out our 4G LTE network across the country, we will continue to support 2G, 2.5G and 3G technologies on the Verizon Wireless network for the foreseeable future. The only technology that has reached the end of its operational lifespan is our analog service, which was shut down on February 18, 2008 pursuant to the FCC analog sunset order.

- 3.5.16 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):
 - 3.5.16.1 Repair of equipment with new standard parts or parts of equal performance to new parts;

Verizon Wireless Response:

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

New Equipment

Your government-liable end users may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase and your employee-liable end users within 14 days of the original date of purchase.² If your government-liable end users decide to cancel service within 30 days of the original date of purchase, the entity will not incur an Early Termination Fee. If your employee-liable end users decide to cancel service within 14 days of the original date of purchase, they will not incur an Early Termination Fee.

² A restocking fee may apply.



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3.5.16.2 Repair/replacement parts for all equipment covered under warranty;

Verizon Wireless Response:

Defective Equipment 1 to 12 months after Purchase

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

Note on Certified Like-New Replacement and Certified Pre-Owned devices: To ensure your employees are provided only the highest quality replacement devices, our Certified Pre-Owned and Certified Like-New Replacement devices undergo a thorough repair and refurbishment process and must pass a 100+ point quality check in 10 key areas.

3.5.16.3 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;

Verizon Wireless Response:

Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program. This program does not cover lost or stolen equipment; however, optional insurance may be purchased, from a third party vendor, for a monthly fee to cover such situations.

3.5.16.4 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);

Verizon Wireless Response:

Equipment Protection Programs

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

• Total Equipment Coverage - Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless' Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery



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is included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit <u>www.MyMobileRecovery.com</u> to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit <u>www.mymobilerecovery.com/phones supported</u> to see a list of available devices.

- Asurion Wireless Phone Protection³ Within 30 days of activating a new device⁴, you may purchase device insurance through Verizon Wireless but provided by Asurion⁵. Verizon Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions⁶. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment⁷.
- Extended Warranty Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

Pricing

Pricing and deductibles are specific to the type of device enrolled in the program.

MONTHLY PREMIUMS					
	EXTENDED WARRANTY	WIRELESS PHONE PROTECTION	TOTAL EQUIPMENT COVERAGE		
Feature Phones & Advanced	<i>\$1.99</i>	\$5.18	\$6.99		
Devices					
Apple® iPhone® 4	<i>\$1.99</i>	\$9.18	<i>\$10.99</i>		
Tablets	<i>\$1.99</i>	\$9.00	<i>\$10.99</i>		
DEDUCTIBLES – LOST, STOLEN OR DAMAGE CLAIMS					
Extended Warranty	No deductible				
Feature Phones	\$45 deductible for feature phones with a \$400 claim limitation				
Advanced Devices	\$99 deductible for advanced devices with a \$1500 claim limitation				
Apple iPhone 4	\$169 deductible for 16 GB iPhone 4 with a \$1500 claim limitation				
	\$199 deductible for 32 GB iPhone 4 with a \$1500 claim limitation				
Tablets	\$129 deductible for tablets with a \$1500 claim limitation				

³ Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

⁴ Netbooks sold through Verizon Wireless are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Verizon Wireless. Netbooks are in the Advanced Devices WPP Tier: \$5.18/month and \$99 deductible.

⁵ You may cancel your coverage at any time and receive a pro-rated refund of your unused premium.

⁶ Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of \$1500 for tablets and advanced devices and \$450 for phones.

⁷Asurion may fulfill claims with new or remanufactured equipment. In general, claims are fulfilled with the same make and model you claim. If this is not possible, a like-kind make and model will be substituted. Color, feature and accessory compatibility are not guaranteed. See <u>www.phoneclaim.com/verizon</u> for a complete brochure on equipment protection, including Asurion Wireless Phone Protection.



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3.5.16.5 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and

Verizon Wireless Response:

Verizon Wireless will reasonably assist the participating entities with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the participating entities will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, Verizon Wireless will provide a refurbished unit (Certified Like New). Packaged with the replacement will be a prepaid call tag label to be used for the return of the original (defective) handset. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines. In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

3.5.16.6 Walk-in repairs at retail stores.

Verizon Wireless Response:

Verizon Wireless does not offer walk-in repairs at any of our retail stores, however, Verizon Wireless will reasonably assist the Participating Entities with obtaining repair or replacement of equipment under warranty.

3.5.17 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

Verizon Wireless Response:

Equipment purchased from Verizon Wireless will include the manufacturer's warranty information with the equipment at the time of delivery/shipment. Additional or supplemental warranty information will be provided upon request from the subscriber. If a device is found to be defective more than 30 days after the purchase date, Verizon Wireless can assist you with placing a warranty claim with the device manufacturer. Alternatively, if you would prefer a replacement device and the malfunctioning device is still within the manufacturer's warranty period (typically one year), you may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The device may be exchanged by express courier by contacting Customer Service.

Accessories such as chargers, headsets, batteries, cases, holsters, and antennas typically have a oneyear warranty; however, ear buds come with a 90-day warranty. The warranty covers defects in material and workmanship under normal use and conditions from original date of purchase.



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3.5.18 Submit full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement.

Verizon Wireless Response:

Verizon Wireless does not offer walk-in repairs at any of our retail stores, however, Verizon Wireless will reasonably assist the Participating entities with obtaining repair or replacement of equipment under warranty.

3.5.19 Provide priority voice service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

Verizon Wireless Response:

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

WPS service has been deployed on the entire Verizon Wireless network across the United States. WPS is supported for voice calls and circuit-switched data calls. Secure devices, such as QSEC and General Dynamics Sectera Edge, use circuit-switched data for their encrypted call communications. WPS does not support packet data services available on Verizon Wireless' data network.

Using Wireless Priority Service

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

Once WPS is activated, registered users simply dial *272 before dialing the 10-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network. Additionally, priority is provided on the Verizon Wireless switching, interoffice facilities and interconnections to Local Exchange Carriers (LECs) and InterExchange Carriers (IECs). A WPS call will be provided with Government Emergency Telecommunications Service (GETS) priority when routed through these exchange carriers. Call priority will be maintained on the terminating portion of the call throughout the wireless and wireline networks, regardless of whether the call was originated via GETS (landline) or WPS.



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How to Sign Up for WPS

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

3.5.20 Able to activate equipment and wireless voice service within 24 hours after request in the event of a Sate disaster/emergency.

Verizon Wireless Response:

Verizon Wireless will assist in providing activation with service within 24hours after request in the event of a disaster/emergency.

The Verizon Wireless Crisis Response Team (V-CRT) is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster or crisis occurs, V-CRT provides support to those in need and responds to government and non-profit organizations and emergency management agencies that need our assistance. V-CRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Law Enforcement Response Team (LERT)
- One phone number (800-981-9558) to call in a crisis situation.

This process links together, for the first time, management of crisis situations in one location for the entire Verizon Wireless community. V-CRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefit to our customers and to emergency management agencies is tremendous.



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3.5.21 Detail procedures required applying for and initiating priority status service.

Verizon Wireless Response:

The process is as follows:

Stage	Who	Does What
1	Customer	Submits a WPS Order Form to the CSC WPS Program office via <u>http://wps.ncs.gov/program_info.html#requests</u> .
2	NCS	Authorizes the subscriber for an assignment of 1-5 priority levels, based on their NS (National Security)/EP (Emergency Preparedness) role. Then sends approval to the FAST (Federal Account Support Team) Technical Support within the Federal Government Operations department.
3	FAST Tech Support	Adds the appropriate WPS feature to the authorized subscriber's account. Note: The turnaround time for WPS activations during non-emergency situations is 1 full business day from the receipt of the WPS order.
4	Customer	Dials *272 prior to the telephone number to originate a WPS call.

FAST Technical Support:

- Hours of Operation: Monday Sunday 7:00 AM to 11:00 PM EST
- Email: Federal Acct WPS Requests or VZWFederal.WPSRequests@VerizonWireless.com
- Phone: 877-262-2950

3.5.22 List all airtime or fees associated with priority service.

Verizon Wireless Response:

WPS Pricing is as follows:

\$4.50 monthly feature charge
\$0.75 per minute rate
Note: WPS Minutes will not deduct from any plan allowances. Inter Carrier roaming with other WPS carriers is supported with certain carriers only [Sprint].

Additional information regarding the WPS program can be obtained by visiting <u>http://wps.ncs.gov</u>.



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3.5.23 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers. Are users of this contract able to use your retail stores? If so, define the process.

Verizon Wireless Response:

Verizon Wireless operates the nation's most reliable and largest wireless voice and data network. Leveraging our greatest asset - our network - Verizon Wireless continues to lead the industry by offering the highest quality products and services while introducing innovative technology solutions. Verizon Wireless does not anticipate engaging any subcontractors to fulfill the entity's requirements; however, Verizon Wireless does engage third parties to provide roaming and Wi-Fi hotspot service for our customers.

- 3.5.24 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:
 - Satellite capabilities;

Verizon Wireless Response:

While satellite technology is not used to supplement coverage on our network, you can rent a satellite phone from Verizon Wireless that will operate almost anywhere in the world.

• Push-to-talk;

Verizon Wireless Response:

Push to Talk Overview

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

Functionality

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

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



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

Key Push to Talk Features

- Enjoy coast-to-coast coverage Connect with team members in the next room or across the country on our nationwide broadband network; expanded coverage is available in the National Enhanced Services Rate and Coverage Area.⁸
- Make quick exchanges Push one button to contact team members or clients.
- Check team member status with Presence See who is available for a Push to Talk call.
- Manage your contacts list online Store up to 500 individual and up to 100 group Push to Talk contacts.
- Use one number, one device Make and receive voice calls without needing a second device or phone number.
- Place group calls Initiate or participate in a group call with up to 50 participants.

The Benefits of Government Contact Management

Government Contact Management⁹ improves the Push to Talk user experience by providing a solution to manage large contact lists from a single Web site interface. The Government Contact Management Web site offers the entity the following benefits:

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

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

⁸ For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A-capable device and be receiving EV-DO service.

⁹ Customers are required to be enrolled in the My Business or Verizon Enterprise Center web portals in order to enroll in Push to Talk Enterprise Contact Management (PTT ECM). This only applies to new enrollments to PTT ECM.



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

- View a list of the Push to Talk users within the company.
- Manage the individual and group Push to Talk lists of users within the company¹⁰.
- Create a list of Push to Talk contacts outside the company [such as vendors, clients, suppliers].
- Assign additional Administrators as needed.

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

Coverage

Push to Talk is available throughout our nationwide broadband network. Our broadband wireless network now covers more than 289 million people in 264 major metropolitan areas and 269 airports in the U.S. Expanded Coverage is available in the National Enhanced Services Rate and Coverage Area. Note: If your employee is in a Verizon Wireless market where EV-DO Rev. A is not usable or not available, then the Verizon Wireless service will fallback to 1xRTT. The Push to Talk user will still be able to use PTT service but it will function at 1xRTT speeds. While our enhanced Push to Talk service is backward compatible, on Push to Talk calls between new and older devices, all subscribers will experience the speeds of the older Push to Talk service.

Equipment

Verizon Wireless offers five Push to Talk handsets. Push to Talk is available for the BlackBerry Bold 9650 Smartphone for both BlackBerry Internet Service and BlackBerry Enterprise Server customers. The Casio G'zOne Ravine and Casio G'zOne Brigade appeal to a broader base with new refinements for urban and outdoor use, built to military specifications to survive extreme shock, water and dust environments. The Motorola Barrage V860 offers extreme durability and ensures our customers stay productive and in-touch regardless of the conditions. The Samsung Convoy is a rugged device with military specifications built to withstand the harshest of elements.

Key Information	Casio G'zOne Brigade	Casio G'zOne Ravine	Motorola Barrage V860	RIM BlackBerry Bold 9650	Samsung Convoy
Size (W"xH"xD")	4.4x2.2x0.9	4.3x2.1x0.9	3.78x2.09x0.96	4.4x2.44x 0.55	3.85x2.0x0.94
Weight	6.0 ounces	4.6 ounces	4.2 ounces	4.8 ounces	3.88 ounces
Data Capability	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A
Mobile Broadband Connect	Yes	Yes	Yes	Yes	Yes
Field Force Manager	Yes	Yes	Yes	No	Yes
VZ Navigator	Yes	Yes	Yes	Yes	Yes
Stereo Bluetooth-	Yes	Yes	Yes	Yes	Yes

¹⁰ Administrators cannot view, modify or delete individual or group Push to Talk contacts created by users. Regular Administrators can do all of the functions of a Super Administrator except add additional Administrators.



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capable					
Camera	3.2 MP	3.2 MP	2.0 MP	3.2 MP	2.0 MP
Meets Military Specifications for:	Dust, water and shock	Dust, water and shock	Water (immersion), shock, vibration, solar radiation, high temperature storage, high and low temperature operation, altitude and dust.		Shock, dust resistance, vibration, salt fog, humidity, solar radiation, altitude, and low and high temperature storage.

• Emergency services;

Verizon Wireless Response:

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

Our Network

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

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

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as



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possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Mobile Switching Center (MSC)

The loss of a MSC is the most serious of possible scenarios. Each MSC is protected by automatic power backup systems, by automatic fire-suppression systems, and by physical security systems and alarms. In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

Cell Site

We have thousands of cell sites across our nationwide network to provide the desired level of service, both in terms of capacity and quality of service. Despite the large number of sites, Verizon Wireless still takes the loss of a single cell site seriously. Cell sites are protected by automatic fire detection systems, by physical security systems and alarms, and most have automatic power backup systems, including batteries and generators. Through arrangements with our suppliers, any major components of a cell site, up to and including the building and tower, become an immediate priority restoration effort on the part of both Verizon Wireless and Verizon Wireless' suppliers.

Service Protection and Restoration Strategies

Service protection and restoration strategies are an integral part of Verizon Wireless' network management. MSCs and cell sites are automatically and continuously monitored for numerous factors, from call processing to room temperature. All MSCs and cell sites have battery backup and most (70% or more) have permanent generators. We also maintain and utilize a fleet of dozens of Cells on Wheels (COWS) and Cells on Light Trucks (COLTS), and generators on trailers (GOaTS) that can be rolled into hard-hit locations or areas that need extra network capacity in a given area. In addition we also maintain towers on wheels and portable generators. Verizon Wireless has implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provides priority service restoration if a circuit is disrupted.

Monitoring and Alarm Systems

We have two geographically diverse Network Operations Centers (NOCs) that monitor all facilities, cell sites and switches across our nationwide network. These NOCs are staffed 24x7 with experienced personnel who work closely with the regional field operations teams and with suppliers to coordinate and expedite the restoration of service in the event of outages. Verizon Wireless has set up alarms for critical components at the cell sites and the MSCs. These send prioritized alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from a technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time

In the event of an alarm or other failure indicator, Verizon Wireless personnel will be dispatched to the cell site or MSC with a standard set of spare parts and repair equipment, in addition to other parts and



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equipment that are indicated by the nature of the alarm and failure. Maintenance personnel have access to the MSC and the NOC to get further data and to verify proper performance, once equipment has been replaced and service restored. Verizon Wireless works closely with our suppliers to see that we have access to their engineering personnel and replacement equipment when required. Verizon Wireless also has the ability to dynamically reroute traffic over our network to address switch, microwave, interconnection problems, or capacity issues.

The Verizon Wireless Crisis Response Team (V-CRT) is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster or crisis occurs, V-CRT provides support to those in need and responds to government and non-profit organizations and emergency management agencies that need our assistance. V-CRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Law Enforcement Response Team (LERT)
- One phone number (800-981-9558) to call in a crisis situation.

This process links together, for the first time, management of crisis situations in one location for the entire Verizon Wireless community. V-CRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefit to our customers and to emergency management agencies is tremendous.

• Green initiatives; and

Verizon Wireless Response:

Verizon Wireless has a long-standing commitment to recycling, through our exclusive award-winning HopeLine® program, which dedicates its resources to both the prevention of domestic violence and the life-rebuilding process. The national HopeLine phone recycling program collects previously-owned wireless handsets from any wireless carrier. The used phones are refurbished and recycled or sold, and the proceeds of the collected recycled phones are donated to domestic violence shelters and prevention programs across the country. The collection program promotes the reuse of cell phone equipment while putting wireless products and services to work to prevent domestic violence.

In addition, Verizon Wireless not only encourages consumers to give back to the community but to protect the environment at the same time by helping to conserve the earth's natural resources and prevent spent batteries from entering community landfills. Verizon Wireless retail stores participate in the RBRC Charge Up to Recycle! Program. The recycling program collects spent batteries and



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reclaims usable material such as nickel and cadmium – the recovered nickel and iron are used in the production of stainless steel, while cadmium is used to make new portable rechargeable batteries. For more information about the Charge Up to Recycle! Program visit www.rbrc.com for collecting spent rechargeable batteries.

• Buyback programs.

Verizon Wireless Response:

You can also work with e-Cycle Inc. - a wireless device recycling company. e-Cycle will purchase wireless assets, enabling the entity to recover monies and offset costs on new wireless equipment and accessories. e-Cycle destroys government and personal information that exists on wireless equipment and e-Cycle manages the recycling of wireless phones and accessories using an EPA-certified recycling facility in the U.S. e-Cycle will provide the entity with a complete audit report that lists the makes/models and value/condition of the devices and accessories.

3.5.25 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

Verizon Wireless Response:

If you are receiving less than adequate reception in one of your buildings, your Verizon Wireless Account Manager can arrange a survey of your building to determine whether an in-building solution could improve your reception.

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

The cost and financing of in-building systems is dependent upon several factors, including the complexity of the system, whether a dedicated cell site is necessary for the in-building system, any number of existing or future Verizon Wireless lines associated with such a system, whether the space is publically held or privately, and the number of customers that the in-building system would support.

Verizon Wireless can also work with, or recommend, approved third party in-building providers that can improve coverage in your buildings.



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Broadband Services and Support (Band 2)

3.6 Broadband Services and Support (Band 2)

3.6.1 Provide quality wireless broadband services at the lowest cost available in a timely and efficient manner.

Verizon Wireless Response:

Verizon Wireless' commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. Verizon Wireless has invested more than \$65 billion since we were was formed – \$6.0 billion on average every year – to increase the coverage, reliability and capability of our premier nationwide network and to provide new services to our customers.

We strive to operate our wireless network at optimal performance levels so that we can continue our record of providing the most reliable nationwide wireless network. We continually test and evaluate network performance, and when service anomalies are detected, we take immediate steps to resolve or remediate the situation. Our maintenance organization staff members are distributed in centers across the country and have areas of expertise and responsibility, such as microwave, switch, cellular radio, power. They are also cross-trained to handle a wide variety of system maintenance issues - all in an effort to maintain service reliability. Our success in these efforts is evidenced by the fact that fewer than 2 percent of the calls placed on Verizon Wireless' network are dropped or fail to initially connect - even during the busiest hours of the day - as well as by our continual subscriber growth.

Verizon Wireless will provide quality wireless voice services at a fair and reasonable cost available in a timely and efficient manner; not lowest cost.

3.6.2 Establish and provide a set of "standard" plans for broadband services.

Verizon Wireless Response:

Email Plans:

Nationwide for Business Email Plans

- The Nationwide for Business Email Plans (for Smartphones and BlackBerry devices), include:
- Unlimited National Mobile to Mobile Calling Minutes to more than 94.1 million Verizon Wireless customers, anytime, without using your Anytime Voice Minutes
- No domestic roaming or long distance charges (airtime charges apply).
- Unlimited Night & Weekend Minutes
 - Night hours (Monday Friday): 9:01 p.m. 5:59 a.m.
 - Weekend hours (Saturday Sunday): 12:00 a.m. 11:59 p.m.
- Unlimited data allowance for email and handset web browsing



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3G Data Plans/Packages:

Our 3G Data Plans are designed to give your employees more options and the ability to choose a data plan that more closely matches their wireless lifestyles and the capabilities of today's wide array of feature phones, Smartphones, mobile hotspots, netbooks and tablets.

Internet Access Plans:

Wirelessly access your email or corporate intranet and browse the Internet with Mobile Broadband and Mobile Broadband Connect.

Mobile Broadband Plans

Mobile Broadband enables remote workers and road warriors to quickly download complex files, access corporate applications, and view email attachments on their notebooks. Mobile Broadband' technology also provides authentication and data protection and is compatible with many virtual private networks (VPNs). All Mobile Broadband plans include NationalAccess service when traveling outside of the Mobile Broadband coverage area.

4G Mobile Broadband Plans

Verizon Wireless has launched the world's first large-scale 4G LTE network. Our 4G LTE Mobile Broadband network will be the fastest and most advanced 4G network in America. Your mobile workers using laptops will immediately benefit from our 4G LTE Mobile Broadband network's superfast connectivity, which is up to 10 times faster than the our current 3G network. We expect 4G LTE average data rates in real-world, loaded network environments to be 5 to 12 megabits per second (Mbps) on the downlink and 2 to 5 Mbps on the uplink.

For laptop connectivity, initially two 4G LTE USB modems will be available. Both USB modems provide backward-compatibility with our 3G network. If laptop users travel outside of a 4G LTE coverage area, they will automatically stay connected on our 3G network.

Our 4G LTE Mobile Broadband network initially launched in 38 major metropolitan areas and in more than 60 commercial airports coast to coast – at both airports within the launch areas plus airports in other key cities. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011. To check if your location is in our 4G LTE coverage area, please see <u>www.verizonwireless.com/4Glte</u> or visit <u>www.verizonwireless.com/lte</u> for more information about our 4G LTE network.

3G Mobile Broadband Plans

Our 3G Mobile Broadband service provides typical download speeds of 600 Kbps to 1.4 Mbps¹¹ and typical upload speeds of 500-800 Kbps when using an EV-DO Rev A-capable data card in the Mobile Broadband coverage area. Mobile Broadband subscribers using an EV-DO Rev.0-capable device in

¹¹ Speeds require an EV-DO Rev. A-capable device. When using an EV-DO device that is not Rev. A-capable or traveling in the Extended Broadband Rate and Services area, you can expect download speeds of 400–700 Kbps and upload speeds of 60–80 Kbps. Mobile Broadband speed claims based on our network tests with 5 MB FTP data files, without compression. Outside the Mobile Broadband Rate and Coverage Areas, you can expect download speeds of 60–80 Kbps.



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the Mobile Broadband coverage area will experience typical download speeds of 400-700 Kbps and typical upload speeds of 60-80 Kbps. With Mobile Broadband-compatible equipment, this service is presently available to more than 289 million people in 264 major metropolitan areas and 269 airports in the U.S. and is expanding coast-to-coast.

Verizon Wireless' 3G Mobile Broadband plans provide your employees with several options based on their usage habits and needs:

Verizon Wi-Fi

As a complement to our Mobile Broadband and Global Data Options plans we offer Verizon Wi-Fi service. Verizon Wi-Fi is available to Mobile Broadband and Global Data Options subscribers with laptops at no additional cost in thousands of hotspots across the U.S., Canada and Mexico. To better manage their monthly plan allowances, your employees can use Verizon Wi-Fi when it's available and connect to the Internet using Mobile Broadband or Global Data Options when Verizon Wi-Fi hotspots aren't available. For more information, please visit <u>www.verizonwireless.com/Wi-Fi</u>

Mobile Broadband Connect

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

Please refer to Verizon Wireless' Pricing and Equipment Proposal included with this response or your Account Manager for details on our pricing and our various plans.

Verizon Wireless has provided a list of standard plans for WSCA's review within Part II- Cost Proposal of this response.

3.6.3 Define your statewide and national Broadband Services coverage by each state.

Verizon Wireless Response:

The Verizon Wireless network covers approximately 99 percent of the population within our licensed U.S. territories. As of third quarter 2010, the total number covered was 304,258,883. For additional information, please see the Verizon Wireless domestic rate and coverage maps or visit <u>http://www.verizonwireless.com/coveragelocator</u>



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In December 2010, we launched our 4G LTE network in 38 major metropolitan areas and more than 60 commercial airports, covering more than 110 million people. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011. Our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

Verizon Wireless has provided State Coverage Maps within Tab VIII of this response.

3.6.4 Provide detailed in-network (no roaming) data services coverage (including available coverage maps) for States, with an overlay of counties and major highways. Coverage maps must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

Verizon Wireless Response:

Verizon Wireless has provided State Coverage Maps within Tab VIII of this response.

3.6.4 Provide detailed national in-network (no roaming) data services coverage national maps, with an overlay of states, counties and major highways. Coverage must correspond to the basic no cost handsets provided (i.e., the basic handset must be able to access the internetwork areas defined in the coverage maps without incurring any roaming charges when calling within the calling plan locations).

Verizon Wireless Response:

Verizon Wireless has provided State Coverage Maps within Tab VIII of this response.

3.6.5 Provide updated coverage maps as described above upon request.

Verizon Wireless Response: Noted and Understood.

3.6.6 Notify each State's designated key contact at least five days in advance of any planned service outages and/or scheduled maintenance. This notification must include impacted coverage areas and an estimate of the outage timeframe.



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Verizon Wireless Response:

At Verizon Wireless, we are driven by our desire to provide our customers with an extremely high level of service. This translates into frequent and thorough preventive maintenance, real-time monitoring of all key system components, availability of trained maintenance personnel and parts to permit rapid response and restoration of service. Our network design philosophy includes redundancy on critical paths and components, and generator and battery backup systems. The Network Operations Center (NOC) provides Verizon Wireless' maintenance forces with the key tools necessary to analyze network integrity, identify and resolve system problems before they impact system performance.

Any corrective or preventative maintenance requiring system down time is typically scheduled during times of low network usage to minimize any inconvenience to our customers.

Maintenance Organization

In order to permit rapid response in critical situations, maintenance organization staff members are distributed in centers across the country. These centers house technicians who: have areas of expertise and responsibility, such as microwave, switch, cellular radio, power; are also cross-trained to handle a wide variety of system maintenance issues that may arise in the course of their work. Each technician is equipped with a portable terminal that provides access to online information while in the field. Technicians travel in vehicles that are equipped with a set of tools and a standard inventory of spare parts that permit equipment repairs. Certain hardware elements not in local stock may be obtained from a regional inventory location prior to visiting the site.

Maintenance Strategy

Verizon Wireless' maintenance strategy is to avoid critical failures and the costs of widespread corrective maintenance through an aggressive and thorough preventive maintenance effort. Verizon Wireless has pervasive and detailed monitoring of all system components so that we are immediately aware of any problems, and can correct them as early as possible.

In conjunction with our equipment suppliers, Verizon Wireless has developed a preventive maintenance schedule designed to minimize real-time failures. Each piece of equipment in the network has its own detailed maintenance guide, and detailed maintenance logs are kept for each piece of equipment. Preventive maintenance tasks that are unlikely to disrupt customers' service are performed during the day. Other maintenance tasks are performed during the night or other low traffic hours to minimize the possibility of disrupting our customers' service.

Preventive maintenance reduces failure rates, but does not eliminate service failures entirely. Prompt identification and analysis of problems are key to appropriate and rapid corrective network maintenance and these are accomplished through sophisticated network monitoring and alarm systems, as well as the continuous analysis of network operations data by regional and NOC personnel. Discussion of these points follows in the sections below.

Monitoring and Alarm Systems

Verizon Wireless has set up alarms for every critical component at the cell site and the MSC, and incorporated a variety of network monitoring and alarm systems into our network. These send alarms



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and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from the technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time

In the event of an alarm or other failure indicator, Verizon Wireless personnel will be dispatched to the cell site or MSC with a standard set of spare parts and repair equipment, in addition to other parts and equipment that are indicated by the nature of the alarm and failure. Maintenance personnel have access to the MSC and the NOC to get further data and to verify proper performance, once equipment has been replaced and service restored. Verizon Wireless works closely with our vendors to ensure that we have access to their engineering personnel and replacement equipment when required. Verizon Wireless also has the ability to dynamically reroute traffic over our network to address switch, microwave, interconnection problems, or capacity issues.

Verizon Wireless offers a Network Event Notification (NEN) Program to Government customers with a minimum of 350 government lines¹²; additionally, customers must be approved for Tier 2 Enterprise Wireless Data Technical Support. The NEN Program issues a Verizon Wireless Service Bulletin notifying key customers of significant impacts to voice and data services, expediting dissemination of outage notices to customers via email to include updates and resolution of the outage. Upon approval for the program, this service will generate email notifications about the outage to identified personnel within the entity and provide details and ongoing updates about the services impacted.

Events that May Trigger Notification

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

Services and Geographic Coverage

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

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

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

The Geographic Selections are offered with the following parameters:

• Nationwide, or

¹² Public Safety accounts may qualify as exceptions to the minimum line requirement.



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- Specific Areas and Regions:
 - Midwest Area
 - Western PA/Central PA/Ohio/West VA
 - Kansas/Missouri
 - Michigan/Indiana/Kentucky
 - Illinois/Wisconsin
 - Iowa/Minnesota/Nebraska/North Dakota/South Dakota
 - Northeast Area
 - New England
 - New York Metro
 - Wash/Baltimore/VA/ Philadelphia
 - Upstate NY
 - West Area
 - Mountain
 - Pacific Northwest
 - Northern California/Nevada
 - Southwest
 - Southern California
 - o South Area
 - Carolinas/Tennessee
 - Houston/Gulf Coast
 - Georgia/Alabama
 - Central Texas
 - Florida
 - South Central Region
 - Arkansas
 - Oklahoma
 - Northern Texas
 - Western Tennessee
 - Northern Mississippi

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

Notification Process

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

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

Additionally, the email messages will:



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

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

3.6.8 Describe an ongoing process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

Verizon Wireless Response:

Given the identification of areas with inadequate coverage, the process to improve coverage is: 1. RF performance engineer investigates symptoms of poor coverage.

- RF performance engineer identifies specific coverage problem (e.g. weak signal, interference, etc. Other resources may be brought into play as well.
- 3. RF performance engineer identifies potential methods to improve performance (e.g. RF parameter changes, power adjustments, new cell sites, etc.)
- 4. RF performance engineer initiates projects to improve coverage. Verizon Wireless uses standardized forms and procedures to initiate these projects. If no monetary expenditure is required, the performance engineer will work with appropriate individuals to execute the coverage improvement project.
- 5. Improvement projects that require monetary expenditures require management approval and prioritization. Estimates are generally prepared and once management approval is obtained, funding for the project is received.
- 6. Project initiated and assigned to a Verizon Wireless Project Manager who ensures timely and high quality completion of project.
 - 3.6.9 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless data network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

Verizon Wireless Response:

Verizon Wireless offers an assortment of equipment at varying prices, which allows the entity to choose from a variety of options. Equipment availability and pricing; however, is subject to change. Verizon Wireless has provided an equipment list with the basic devices that will be available to all subscribers under the WSCA Agreement located within Tab VIII of this response.



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3.6.10 Allow for a designated trial period for testing/evaluating equipment without additional charges or fees. Designate the timeframe for the 'trial period' and procedures for implementing this policy.

Verizon Wireless Response:

Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us by your government-liable end users provided the equipment is returned within 30 days of purchase; if service is also terminated within 30 days, the entity remains responsible for the cost of any airtime and features used prior to the termination date. We will accept returns or make exchanges on all cellular merchandise purchased from us by your employee-liable end users provided the equipment is returned within 14 days of purchase; if service is also terminated within 14 days, your employee remains responsible for the cost of any airtime and features used prior to the termination date.

To return a product your employee would:

- Contact the Customer Care team to advise of the return.
- Repackage the product in the original box it came in.
- Attach the provided return label to the package.
- Provide an original sales receipt.
- Call the shipping company and make suitable arrangements to have the package picked up at no additional charge.

Our Return and Exchange Policy is designed to provide a process to return unwanted purchases and provide an in-store exchange option for eligible defective handsets (in/out of warranty). Your employees may return or exchange one wireless phone per new line of service.

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

3.6.11 Indicate if Contractor is anticipating migration to new or different technology. If so, identify the changes that subscribers shall anticipate proposed timeline and plans to ensure a smooth transition to the new technology.

Verizon Wireless Response:

At Verizon Wireless, we are committed to innovation. We're moving our services forward by deploying the next generation in wireless communication -4G LTE - a technology that should be very attractive to our business customers.



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We recognized that the benefits of LTE would only be real to our customers if they could be provided over the proper spectrum, which is why we spent over \$100 billion acquiring wireless networks and spectrum – including the most attractive band available, our purchase of contiguous spectrum on the 700 MHz band.

We also recognized the need to have a single technology adopted across the globe, so we were able to accelerate the standards development and drive LTE to be the global choice for 4G. This has been crucial because part of the promise of LTE is based upon the ability to build solutions that work seamlessly anywhere in the world.

We launched our 4G LTE network in December 2010 - in 38 major metropolitan areas and more than 60 commercial airports, covering 110 million people. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011; and our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

Quality is at the core of who we are as a company, which is why we are building our 4G LTE backbone with the same reliability for which we are known. And the deployment of the IP Multimedia Subsystem (IMS) core means that the intelligence is in the network, allowing applications developers to create their solution one time and have that solution delivered to a desktop computer, tablet, Smartphone or even a TV.

Open Development - We realized early on that to deliver on the true promise of LTE, there would need to be a wide variety of innovative devices and applications to leverage this technology. That is why we opened up our networks in 2007 and encouraged a wide variety of developers to create and certify their devices to run on the Verizon Wireless network. Since that time, we have certified numerous thirdparty devices to run on our network, such as wireless inventory telemetry devices, tablet PCs, wirelessly-enabled utility meters, offender-tracking anklets and cellular broadband routers. We believe that our open development initiative spurs innovation, expands customer choices and has and will continue to produce a multitude of specialized products available to run on our network.

But with these new devices comes another layer of complexity – how can our business customers manage the procurement, activation and payment of more devices and endpoints than ever before? To that end, we've created several service delivery platforms, including our nPhase joint venture with Qualcomm for device management and also applications through the Verizon Developer Community.

nPhase/Machine to Machine - Machine to machine (M2M) refers to data communications between machines. Any organization that needs to transmit/receive data between two machines can benefit from the use of M2M services. Applications include remote meter reading, mobile asset tracking, automotive telematics and mobile billing and payments at vending machines and ATMs/kiosks. Verizon Wireless and Qualcomm formed a joint venture – nPhase - that provides comprehensive machine-to-machine (M2M) solutions and smart services offerings across a wide variety of market segments, including healthcare, manufacturing, utilities, distribution and consumer products. nPhase leverages our expertise and simplified device certification process with Qualcomm's advanced connectivity technologies and will deliver seamless, fully integrated M2M communication with global connectivity.



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Key new capabilities will include cloud computing solutions to automate device provisioning, and to track, monitor and manage assets.

Verizon Developer Community - We launched the Verizon Developer Community (VDC) to foster innovation in the mobile application space. Developers who have created apps for platforms such as Java, BREW, Android, Windows Mobile and others are encouraged to join the VDC and to submit their concepts and applications. The VDC provides a streamlined testing and certification process for applications, with the goal of having approved applications launched within 14 days of submission.

4G LTE Innovation Center - The Verizon Wireless LTE Innovation Center is designed to drive innovation and help foster creative solutions connecting people, places and things wirelessly using LTE technology. It leverages our experience to help developers assess what types of new products and services may best succeed in the marketplace. The LTE Innovation Center includes a lab for product testing and development, as well as home and business environments designed to simulate usage of products in real-life situations. We expect the LTE Innovation Center to see significant activity across three product areas: 1) consumer electronics and appliances; 2) machine-to-machine (M2M) products in the areas of healthcare, security and utility metering; and 3) telematics. The LTE Innovation Center will support early stages of product development, including concept validation, usability studies, product design analysis, prototyping, and lab and field trials. Once a product is proven through the development process and ready to come to market, we can help the developer quickly access the most appropriate sales channels for a given product. And we've announced plans to establish an applications innovation center in San Francisco by the end of 2011.

Verizon Wireless will continue to support existing technologies as we continue to expand our 3G technology and develop our 4G technology platform. We have not scheduled a "sunset" date for any of our digital CDMA technologies. In December 2010, we launched our 4G LTE network in select markets. As we roll out our 4G LTE network across the country, we will continue to support 2G, 2.5G and 3G technologies on the Verizon Wireless network for the foreseeable future. The only technology that has reached the end of its operational lifespan is our analog service, which was shut down on February 18, 2008 pursuant to the FCC analog sunset order.

- 3.6.12 Describe repair/replacement procedures/processes in detail for the following situations (including description of forms and information required):
 - 3.6.12.1 Provide in detail, the length and terms of the warranty/maintenance and service provided with piece of equipment/device/accessory;

Verizon Wireless Response:

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

New Equipment



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Your government-liable end users may return wireless equipment purchased from Verizon Wireless for any reason (whether defective or not) within 30 days of the original date of purchase and your employee-liable end users within 14 days of the original date of purchase.¹³ If your government-liable end users decide to cancel service within 30 days of the original date of purchase, the entity will not incur an Early Termination Fee. If your employee-liable end users decide to cancel service within 14 days of the original date of purchase, they will not incur an Early Termination Fee.

3.6.12.2 Repair of equipment with new standard parts or parts of equal performance to new parts;

Verizon Wireless Response:

Please see Verizon Wireless' response to 3.6.12.1.

3.6.12.3 Repair/replacement parts for all equipment covered under warranty;

Verizon Wireless Response:

Defective Equipment 1 to 12 months after Purchase

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

Note on Certified Like-New Replacement and Certified Pre-Owned devices: To ensure your employees are provided only the highest quality replacement devices, our Certified Pre-Owned and Certified Like-New Replacement devices undergo a thorough repair and refurbishment process and must pass a 100+ point quality check in 10 key areas.

3.6.12.4 Detail all situations where States may/will incur cost of repairs/replacement for equipment, i.e., shipping, gross neglect of equipment by subscriber, etc.;

Verizon Wireless Response:

Equipment subjected to neglect, misuse, water damage, wear and tear, and the like are not eligible for any return or exchange program. This program does not cover lost or stolen equipment; however,

¹³ A restocking fee may apply.



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optional insurance may be purchased, from a third party vendor, for a monthly fee to cover such situations.

3.6.12.5 Repairs for out of warranty equipment (i.e., discounted pricing for repairs);

Verizon Wireless Response:

Equipment Protection Programs

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

- Total Equipment Coverage Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless' Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit <u>www.MyMobileRecovery.com</u> to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit <u>www.mymobilerecovery.com/phones supported</u> to see a list of available devices.
- Asurion Wireless Phone Protection¹⁴ Within 30 days of activating a new device¹⁵, you may purchase device insurance through Verizon Wireless but provided by Asurion¹⁶. Verizon Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions¹⁷. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment¹⁸.
- Extended Warranty Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment

¹⁴ Subject to availability. For more information about additional terms, contact Asurion at 1-888-881-2622.

¹⁵ Netbooks sold through Verizon Wireless are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Verizon Wireless. Netbooks are in the Advanced Devices WPP Tier: \$5.18/month and \$99 deductible.

¹⁶ You may cancel your coverage at any time and receive a pro-rated refund of your unused premium.

¹⁷ Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of \$1500 for tablets and advanced devices and \$450 for phones.

¹⁸Asurion may fulfill claims with new or remanufactured equipment. In general, claims are fulfilled with the same make and model you claim. If this is not possible, a like-kind make and model will be substituted. Color, feature and accessory compatibility are not guaranteed. See <u>www.phoneclaim.com/verizon</u> for a complete brochure on equipment protection, including Asurion Wireless Phone Protection.



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upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

Pricing

Pricing and deductibles are specific to the type of device enrolled in the program.

MONTHLY PREMIUMS				
	EXTENDED WARRANTY	WIRELESS PHONE PROTECTION	TOTAL EQUIPMENT COVERAGE	
Feature Phones & Advanced	\$1.99	\$5.18	\$6.99	
Devices				
Apple® iPhone® 4	\$1.99	\$9.18	<i>\$10.99</i>	
Tablets	\$1.99	\$9.00	<i>\$10.99</i>	
DEDUCTIBLES – LOST, STOLEN OR DAMAGE CLAIMS				
Extended Warranty	No deductible			
Feature Phones	\$45 deductible for feature phones with a \$400 claim limitation			
Advanced Devices	\$99 deductible for advanced devices with a \$1500 claim limitation			
Apple iPhone 4	\$169 deductible for 16 GB iPhone 4 with a \$1500 claim limitation			
	\$199 deductible for 32 GB iPhone 4 with a \$1500 claim limitation			
Tablets	\$129 deductible for tablets with a \$1500 claim limitation			

3.6.12.6 Repairs/replacements/loaner equipment in which replacement equipment will be new or factory refurbished; and

Verizon Wireless Response:

Verizon Wireless will reasonably assist the participating entities with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the participating entities will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, Verizon Wireless will provide a refurbished unit (Certified Like New). Packaged with the replacement will be a prepaid call tag label to be used for the return of the original (defective) handset. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines. In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.



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3.6.12.7 Walk-in repairs at retail stores.

Verizon Wireless Response:

Verizon Wireless does not offer walk-in repairs at any of our retail stores, however, Verizon Wireless will reasonably assist the Participating entities with obtaining repair or replacement of equipment under warranty.

3.6.13 Enclose all warranty information with all equipment at the time of delivery/shipment, and provide additional warranty information as requested by the subscriber.

Verizon Wireless Response:

Equipment purchased from Verizon Wireless will include the manufacturer's warranty information with the equipment at the time of delivery/shipment. Additional or supplemental warranty information will be provided upon request from the subscriber. If a device is found to be defective more than 30 days after the purchase date, Verizon Wireless can assist you with placing a warranty claim with the device manufacturer. Alternatively, if you would prefer a replacement device and the malfunctioning device is still within the manufacturer's warranty period (typically one year), you may obtain a Certified Like-New Replacement device in exchange for the defective unit at no charge. The device may be exchanged by express courier by contacting Customer Service.

Accessories such as chargers, headsets, batteries, cases, holsters, and antennas typically have a oneyear warranty; however, ear buds come with a 90-day warranty. The warranty covers defects in material and workmanship under normal use and conditions from original date of purchase.

3.6.14 For each of equipment/device/accessory, submit a full listing of walk-in service/repair center locations in each respective state, with qualified personnel to repair the equipment on site that will manage all service and repairs under agreement. Include contact name and phone number for each location.

Verizon Wireless Response:

Verizon Wireless does not offer walk-in repairs at any of our retail stores, however, Verizon Wireless will reasonably assist the Participating entities with obtaining repair or replacement of equipment under warranty.



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3.6.15 Have the ability to provide wireless data services for any equipment that has wireless voice service capability. List the equipment supported by your company and the supporting wireless data services; include a brief description of all services.

Verizon Wireless Response:

Verizon Wireless offers an assortment of equipment at varying prices, which allows the entity to choose from a number of options. Equipment availability and pricing; however, is subject to change. Verizon Wireless has provided an equipment list with the basic equipment that will be available to all subscribers under the WSCA Agreement located within Tab VIII of this response.

Mobile devices owned by the entity can be retained as long as the equipment is compatible with Verizon Wireless' network and calling plan chosen and can be reprogrammed to the Verizon Wireless service. Employees that do not have compatible equipment must purchase new equipment.

3.6.16 Provide priority data service to State employees with critical job duties that are responsible for responding to disaster/emergency event.

Verizon Wireless Response:

Verizon Wireless does not provide wireless priority service for data services at this time.

3.6.17 Able to activate equipment and wireless data service within 24 hours after request in the event of a State disaster/emergency.

Verizon Wireless Response:

The Verizon Wireless Crisis Response Team (V-CRT) is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster or crisis occurs, V-CRT provides support to those in need and responds to government and non-profit organizations and emergency management agencies that need our assistance. V-CRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Law Enforcement Response Team (LERT)
- One phone number (800-981-9558) to call in a crisis situation.

This process links together, for the first time, management of crisis situations in one location for the entire Verizon Wireless community. V-CRT aligns network, operations, legal and sales – allowing us



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to react quickly to a crisis situation. The benefit to our customers and to emergency management agencies is tremendous.

3.6.18 Detail procedures required applying for and initiating priority status service.

Verizon Wireless Response:

Verizon Wireless does not provide wireless priority service for data services at this time.

3.6.19 List all fees associated with priority service.

Verizon Wireless Response:

Verizon Wireless does not provide wireless priority service for data services at this time.

3.6.20 Have the ability to provide wireless data services that have wireless voice service capability. List the equipment that is not supported by your company and the supporting wireless data services; include a brief description of all services.

Verizon Wireless Response:

Verizon Wireless has a variety of calling plans that provide voice and data capabilities. These plans are supported by a variety of devices, a current list has been provided within Tab VIII of this response.

Please note, select calling plans may require devices capable of receiving such service. Advanced service features, such as high-speed Mobile Broadband, require Mobile Broadband capable devices. Cellular phones provided by another carrier can be retained provided: a) the customer equipment is compatible with Verizon Wireless' network and calling plan chosen, and b) can be reprogrammed to the Verizon Wireless service. As the marketplace is constantly changing it is not possible to provide a comprehensive list of devices that may not be supported on the Verizon Wireless network. However, Verizon Wireless will work with the Participating Entity to determine if equipment is compatible with the Verizon Wireless network.



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3.6.21 Describe whether you will be using partners or resellers for this contract. If so, provide any necessary certification with response, and a list of recommended resellers.

Verizon Wireless Response:

Verizon Wireless operates the nation's most reliable and largest wireless voice and data network. Leveraging our greatest asset - our network - Verizon Wireless continues to lead the industry by offering the highest quality products and services while introducing innovative technology solutions. Verizon Wireless does not anticipate engaging any subcontractors to fulfill the entity's requirements; however, Verizon Wireless does engage third parties to provide roaming and Wi-Fi hotspot service for our customers.

- 3.6.22 Define any value-add services as part of your offering in your response. This may include, but not necessarily be limited to:
 - Satellite capabilities;

Verizon Wireless Response:

While satellite technology is not used to supplement coverage on our network, you can rent a satellite phone from Verizon Wireless that will operate almost anywhere in the world.

• Push-to-talk;

Verizon Wireless Response:

Push to Talk Overview

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

Functionality

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

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



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

Key Push to Talk Features

- Enjoy coast-to-coast coverage Connect with team members in the next room or across the country on our nationwide broadband network; expanded coverage is available in the National Enhanced Services Rate and Coverage Area.¹⁹
- Make quick exchanges Push one button to contact team members or clients.
- Check team member status with Presence See who is available for a Push to Talk call.
- Manage your contacts list online Store up to 500 individual and up to 100 group Push to Talk contacts.
- Use one number, one device Make and receive voice calls without needing a second device or phone number.
- Place group calls Initiate or participate in a group call with up to 50 participants.

The Benefits of Government Contact Management

Government Contact Management²⁰ improves the Push to Talk user experience by providing a solution to manage large contact lists from a single Web site interface. The Government Contact Management Web site offers the entity the following benefits:

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

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

¹⁹ For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A-capable device and be receiving EV-DO service.

²⁰ Customers are required to be enrolled in the My Business or Verizon Enterprise Center web portals in order to enroll in Push to Talk Enterprise Contact Management (PTT ECM). This only applies to new enrollments to PTT ECM.



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

- View a list of the Push to Talk users within the company.
- Manage the individual and group Push to Talk lists of users within the company²¹.
- Create a list of Push to Talk contacts outside the company [such as vendors, clients, suppliers].
- Assign additional Administrators as needed.

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

Coverage

Push to Talk is available throughout our nationwide broadband network. Our broadband wireless network now covers more than 289 million people in 264 major metropolitan areas and 269 airports in the U.S. Expanded Coverage is available in the National Enhanced Services Rate and Coverage Area. Note: If your employee is in a Verizon Wireless market where EV-DO Rev. A is not usable or not available, then the Verizon Wireless service will fallback to 1xRTT. The Push to Talk user will still be able to use PTT service but it will function at 1xRTT speeds. While our enhanced Push to Talk service is backward compatible, on Push to Talk calls between new and older devices, all subscribers will experience the speeds of the older Push to Talk service.

Equipment

Verizon Wireless offers five Push to Talk handsets. Push to Talk is available for the BlackBerry Bold 9650 Smartphone for both BlackBerry Internet Service and BlackBerry Enterprise Server customers. The Casio G'zOne Ravine and Casio G'zOne Brigade appeal to a broader base with new refinements for urban and outdoor use, built to military specifications to survive extreme shock, water and dust environments. The Motorola Barrage V860 offers extreme durability and ensures our customers stay productive and in-touch regardless of the conditions. The Samsung Convoy is a rugged device with military specifications built to withstand the harshest of elements.

Key Information	Casio G'zOne Brigade	Casio G'zOne Ravine	Motorola Barrage V860	RIM BlackBerry Bold 9650	Samsung Convoy
Size (W"xH"xD")	4.4x2.2x0.9	4.3x2.1x0.9	3.78x2.09x0.96	4.4x2.44x 0.55	3.85x2.0x0.94
Weight	6.0 ounces	4.6 ounces	4.2 ounces	4.8 ounces	3.88 ounces
Data Capability	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A	EV-DO Rev. A
Mobile Broadband Connect	Yes	Yes	Yes	Yes	Yes
Field Force Manager	Yes	Yes	Yes	No	Yes
VZ Navigator	Yes	Yes	Yes	Yes	Yes
Stereo Bluetooth-	Yes	Yes	Yes	Yes	Yes

²¹ Administrators cannot view, modify or delete individual or group Push to Talk contacts created by users. Regular Administrators can do all of the functions of a Super Administrator except add additional Administrators.



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capable					
Camera	3.2 MP	3.2 MP	2.0 MP	3.2 MP	2.0 MP
Meets Military Specifications for:	Dust, water and shock	Dust, water and shock	Water (immersion), shock, vibration, solar radiation, high temperature storage, high and low temperature operation, altitude and dust.		Shock, dust resistance, vibration, salt fog, humidity, solar radiation, altitude, and low and high temperature storage.

• Emergency services;

Verizon Wireless Response:

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

Our Network

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

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

Many critical circuits in our network infrastructure are provisioned with special priority. This is intended to ensure that in the event of a disruption, these circuits are repaired as quickly as



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possible. The costs for this service are just one part of our significant ongoing investment in network reliability.

Mobile Switching Center (MSC)

The loss of a MSC is the most serious of possible scenarios. Each MSC is protected by automatic power backup systems, by automatic fire-suppression systems, and by physical security systems and alarms. In each MSC, network operations personnel routinely backup system data for the switch itself and the peripheral systems. Automated backup routines are supplemented with scheduled manual backup routines and off-site storage of critical data.

Cell Site

We have thousands of cell sites across our nationwide network to provide the desired level of service, both in terms of capacity and quality of service. Despite the large number of sites, Verizon Wireless still takes the loss of a single cell site seriously. Cell sites are protected by automatic fire detection systems, by physical security systems and alarms, and most have automatic power backup systems, including batteries and generators. Through arrangements with our suppliers, any major components of a cell site, up to and including the building and tower, become an immediate priority restoration effort on the part of both Verizon Wireless and Verizon Wireless' suppliers.

Service Protection and Restoration Strategies

Service protection and restoration strategies are an integral part of Verizon Wireless' network management. MSCs and cell sites are automatically and continuously monitored for numerous factors, from call processing to room temperature. All MSCs and cell sites have battery backup and most (70% or more) have permanent generators. We also maintain and utilize a fleet of dozens of Cells on Wheels (COWS) and Cells on Light Trucks (COLTS), and generators on trailers (GOaTS) that can be rolled into hard-hit locations or areas that need extra network capacity in a given area. In addition we also maintain towers on wheels and portable generators. Verizon Wireless has implemented Telecommunication Service Priority (TSP) capabilities on critical backhaul circuits, which provides priority service restoration if a circuit is disrupted.

Monitoring and Alarm Systems

We have two geographically diverse Network Operations Centers (NOCs) that monitor all facilities, cell sites and switches across our nationwide network. These NOCs are staffed 24x7 with experienced personnel who work closely with the regional field operations teams and with suppliers to coordinate and expedite the restoration of service in the event of outages. Verizon Wireless has set up alarms for critical components at the cell sites and the MSCs. These send prioritized alarms and detailed data to the MSCs and NOCs. The detail includes identification of any malfunctioning module and the component responsible. Alarms are coded with varying degrees of priority, so that minor problems do not obscure critical problems from a technician's attention. The code also helps the technician determine how quickly the problem must be addressed.

Response Time

In the event of an alarm or other failure indicator, Verizon Wireless personnel will be dispatched to the cell site or MSC with a standard set of spare parts and repair equipment, in addition to other parts and



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equipment that are indicated by the nature of the alarm and failure. Maintenance personnel have access to the MSC and the NOC to get further data and to verify proper performance, once equipment has been replaced and service restored. Verizon Wireless works closely with our suppliers to see that we have access to their engineering personnel and replacement equipment when required. Verizon Wireless also has the ability to dynamically reroute traffic over our network to address switch, microwave, interconnection problems, or capacity issues.

The Verizon Wireless Crisis Response Team (V-CRT) is a nationwide program sponsored and managed by the National Government Sales & Operations team. When a natural disaster or crisis occurs, V-CRT provides support to those in need and responds to government and non-profit organizations and emergency management agencies that need our assistance. V-CRT provides the following support in the event of a crisis:

- Deployment of COW/COLT/crisis response vehicle
- Back-up phone coverage
- Equipment/Network support
- Assistance with search and rescue initiatives
- A live support line to request help 24/7
- Best-in-class customer support
- Routing of requests to the Law Enforcement Response Team (LERT)
- One phone number (800-981-9558) to call in a crisis situation.

This process links together, for the first time, management of crisis situations in one location for the entire Verizon Wireless community. V-CRT aligns network, operations, legal and sales – allowing us to react quickly to a crisis situation. The benefit to our customers and to emergency management agencies is tremendous.

• Green initiatives; and

Verizon Wireless Response:

Verizon Wireless has a long-standing commitment to recycling, through our exclusive award-winning HopeLine® program, which dedicates its resources to both the prevention of domestic violence and the life-rebuilding process. The national HopeLine phone recycling program collects previously-owned wireless handsets from any wireless carrier. The used phones are refurbished and recycled or sold, and the proceeds of the collected recycled phones are donated to domestic violence shelters and prevention programs across the country. The collection program promotes the reuse of cell phone equipment while putting wireless products and services to work to prevent domestic violence.

In addition, Verizon Wireless not only encourages consumers to give back to the community but to protect the environment at the same time by helping to conserve the earth's natural resources and prevent spent batteries from entering community landfills. Verizon Wireless retail stores participate in



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the RBRC Charge Up to Recycle! Program. The recycling program collects spent batteries and reclaims usable material such as nickel and cadmium – the recovered nickel and iron are used in the production of stainless steel, while cadmium is used to make new portable rechargeable batteries. For more information about the Charge Up to Recycle! Program visit www.rbrc.com for collecting spent rechargeable batteries.

• Buyback programs.

Verizon Wireless Response:

You can also work with e-Cycle Inc. - a wireless device recycling company. e-Cycle will purchase wireless assets, enabling the entity to recover monies and offset costs on new wireless equipment and accessories. e-Cycle destroys government and personal information that exists on wireless equipment and e-Cycle manages the recycling of wireless phones and accessories using an EPA-certified recycling facility in the U.S. e-Cycle will provide the entity with a complete audit report that lists the makes/models and value/condition of the devices and accessories.

3.6.23 Define how you will improve coverage to using entity offices (buildings/facilities/sub-ground level offices, etc.) that experience inadequate wireless voice service. Identify all basic equipment provided as necessary for your standard operation within your wireless network. Provide in your cost proposal, any hourly rates or other associated costs for on-site installations that may be necessary.

Verizon Wireless Response:

If you are receiving less than adequate reception in one of your buildings, your Verizon Wireless Account Manager can arrange a survey of your building to determine whether an in-building solution could improve your reception.

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

The cost and financing of in-building systems is dependent upon several factors, including the complexity of the system, whether a dedicated cell site is necessary for the in-building system, any number of existing or future Verizon Wireless lines associated with such a system, whether the space is publically held or privately, and the number of customers that the in-building system would support.

Verizon Wireless can also work with, or recommend, approved third party in-building providers that can improve coverage in your buildings.



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Accessories/Equipment/Devices (Band 3)

3.7 Accessories/Equipment/Devices (Band 3)

3.7.1 All accessories must be new, of current design and function, and unused. Discontinued or used items will not be accepted.

Verizon Wireless Response:

Noted and Understood. All accessories purchased for currently available devices will be new. Accessories purchased for older discontinued models may require discontinued accessory merchandise to be compatible with the device.

3.7.2 In addition to the items specifically listed herein, purchasing entities will be allowed to order from the successful vendor's regular product line for delivery F.O.B. destination to any point within the using states. Provide with your response, a link to your on-line catalog.

Verizon Wireless Response:

Equipment orders placed through My Business Account are shipped within 48 hours and delivered using standard 2-day shipping free of charge. Special shipping instructions - such as priority overnight mail or next day shipping - may incur a charge. Your Account Manager will handle urgent requests on a case-by-case basis. Title and risk of loss pass to you and acceptance occurs upon receipt of equipment at the address designated on the order.

The equipment arrives preprogrammed and ready to activate (equipment arrives inactive in the event the shipment may be lost or stolen). Once the equipment is received *228 must be dialed and the prompts followed in order to activate the phone.

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link: <u>http://www.verizonwireless.com/SMB/account_demo/index.html</u>

Verizon Wireless has created View Only Site URL which will serve as your on-line catalog: https://b2b.verizonwireless.com/b2b/commerce/excludedfromssofilter.go?location=grouplogin&creds= ddaed0db8e799ff07dda71efbeedce4888661502964bd12c426111dd5b90b6ef6035c463d2be058a



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3.7.3 At vendor's expense, vendor shall arrange for pick up of products returned because of quality problems, duplicated shipments, outdated products, etc., within five (5) business days after notification with no restocking charge and replaced with specified products or the using entity shall be credited or refunded for the full purchase price. Standard stock products ordered in error by using entities must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition and in original container, unused.

Verizon Wireless Response:

Verizon Wireless will accept returns or make exchanges on all cellular merchandise purchased from us by your government-liable end users provided the equipment is returned within 30 days of purchase; if service is also terminated within 30 days, the entity remains responsible for the cost of any airtime and features used prior to the termination date. We will accept returns or make exchanges on all cellular merchandise purchased from us by your employee-liable end users provided the equipment is returned within 14 days of purchase; if service is also terminated within 14 days, your employee remains responsible for the cost of any airtime and features used prior to the termination date.

To return a product your employee would:

- Contact the Customer Care team to advise of the return.
- Repackage the product in the original box it came in.
- Attach the provided return label to the package.
- Provide an original sales receipt.
- Call the shipping company and make suitable arrangements to have the package picked up at no additional charge.

Our Return and Exchange Policy is designed to provide a process to return unwanted purchases and provide an in-store exchange option for eligible defective handsets (in/out of warranty). Your employees may return or exchange one wireless phone per new line of service.

3.7.4 Define distribution capabilities. Prices for all items associated with this contract are to be F.O.B. destination to anywhere within the participating entities.

Verizon Wireless Response:

Verizon Wireless has a number of device distribution centers across the country. When you place an order electronically, it will automatically be routed to the proper center where the equipment is allocated, programmed, and shipped to the entity. Title and risk of loss pass to you and acceptance occurs upon receipt of equipment at the address designated on the order. Please note: Delivery cannot be made to a P.O. Box.



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

3.7.5 Define ARO (After Receipt of Order) lead times. The preferred delivery time is not more than five (5) calendar days.

Verizon Wireless Response:

Equipment orders placed through My Business Account are shipped within 48 hours and delivered using standard 2-day shipping free of charge. Special shipping instructions - such as priority overnight mail or next day shipping - may incur a charge. Your Account Manager will handle urgent requests on a case-by-case basis.

3.7.6 Provide detailed warranty information.

Verizon Wireless Response:

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

Accessories such as chargers, headsets, batteries, cases, holsters, and antennas typically have a oneyear warranty; however, ear buds come with a 90-day warranty. The warranty covers defects in material and workmanship under normal use and conditions from original date of purchase.

- 3.7.7 Provide in your cost proposal, pricing for OEM and Aftermarket (if available) products. Products may include, but are not necessarily limited to:
 - Cell phone antennas and signal boosters;

Verizon Wireless Response:

If you are receiving less than adequate reception in one of your buildings, your Verizon Wireless Account Manager can arrange a survey of your building to determine whether an in-building solution could improve your reception.

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



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The cost and financing of in-building systems is dependent upon several factors, including the complexity of the system, whether a dedicated cell site is necessary for the in-building system, any number of existing or future Verizon Wireless lines associated with such a system, whether the space is publically held or privately, and the number of customers that the in-building system would support.

Verizon Wireless can also work with, or recommend, approved third party in-building providers that can improve coverage in your buildings.

- Cell phone batteries;
- Cell phone chargers;
- Cell phone hands-free (not including Bluetooth);
- Cell phone kits (define what is included);
- Cell phone cases and covers;
- Cell phone data cables;
- Cell phone memory;
- ADA/Assistive cell phone devices and accessories;
- Cell phone replacement parts;
- Cell phone keyboards; and
- Bluetooth headsets and car kits (define what is included).

Verizon Wireless Response:

Verizon Wireless has provided a detailed list of accessories within Tab VIII of this response. Accessories are subject to availability and change.

3.7.8 The participating entities reserve the right to request samples of items when applicable.

Verizon Wireless Response:

Under a separate trial agreement, Verizon Wireless may allow Participating Entity subscribers to use certain equipment and services on a trial basis for a limited time.



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	Cellco Partnership d/b/a Verizon Wireless
Ownership (sole proprietor, partnership, etc.):	General partnership that is a joint venture of Verizon Communications (NYSE: VZ) and Vodafone (NYSE and LSE: VOD). We are not a publicly-traded company.
State of incorporation:	Not a Corporation we are A Delaware General Partnership
Date of incorporation:	The formation date is 10/4/1994
# of years in business:	16+
List of top officers:	Dan Mead serves as President and CEO of Verizon Wireless. Key corporate executives reporting to Mr. Mead include:
	John Stratton, Executive Vice President & Chief Operating Officer David Small, Senior Vice President & Chief Technical Officer Marni Walden, Vice President & Chief Marketing Officer Andrew Davies, Vice President & Chief Financial Officer Ajay Waghray, Vice President - Chief Information Officer Alan Gardner, Vice President - Human Resources Margaret P. Feldman, Vice President - Business Development Steven E. Zipperstein, Vice President - Legal & External Affairs, General Counsel Marquett Smith, Vice President - Corporate Communications
	As the Chief Operating Officer of Verizon Wireless, John Stratton has overall responsibility for Verizon Wireless customer- facing sales and service operations. His management team includes:
	Mike Lanman, President – Enterprise and



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Question	Response	
	Government Markets Nancy Clark, President - Northeast Area Ken Dixon, President - Midwest Area Roger Tang, President - South Area Tami Erwin, President - West Area	
Location of company headquarters:	Verizon Wireless is headquartered at One Verizon Way, Basking Ridge, NJ 07920- 1097	
Location(s) of the company offices:	 Four Area headquarter offices: Northeast 100 Southgate Parkway Morristown, NJ 07960 Midwest - Schaumburg, IL 1515 Woodfield Road Schaumburg, IL 60173 South - Alpharetta, GA One Verizon Place Alpharetta, GA 30004 West - Irvine, CA 15505 Sand Canyon E3 Irvine, CA 92618 Verizon Wireless has 21 regional headquarters as well as hundreds of local locations. Please visit our website for details 	
Location(s) of the office that will provide the services described in this RFP:	on location of local offices throughout the nation at www.verizonwireless.comRJ Fenolio, National Account MGR (Account Point of Contact)8350 East Crescent Parkway, Greenwood Village, CO 80111	
Number of employees locally with the expertise to support the requirements identified in this RFP:	RJ Fenolio is responsible for the overall contract management of the WSCA account. Verizon Wireless government account teams in locations throughout the US will assist in supporting local entities participating under this agreement.	
Number of employees nationally with the expertise to support the requirements in this RFP:	Verizon Wireless currently has more than 800 dedicated government account team employees with the expertise to support this account	
Location(s) from which employees will be assigned for this project:	RJ Fenolio is responsible for the overall contract management of the WSCA account. Verizon Wireless government account teams in locations throughout the US will assist in supporting local entities participating under this agreement.	



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4.1.2 **<u>Please be advised</u>**, pursuant to NRS §80.010, companies organized or incorporated under the laws of another state, territory, District of Columbia, or foreign country must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

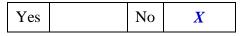
Verizon Wireless Response:

Noted and Understood.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS §76. Information regarding the Nevada Business License can be located at <u>http://sos.state.nv.us</u>.

Question	Response
Nevada Business License Number:	NV20001008932
Legal Entity Name:	Cellco Partnership d/b/a Verizon
	Wireless WWC License LLC

Is "Legal Entity Name" the same name as vendor is doing business as?



If "No", provide explanation.

Verizon Wireless Response:

Noted and Understood- Cellco Partnerships d/b/a is Verizon Wireless and WWC License LLC.

While Cellco Partnership is not licensed by the Department of Taxation, its affiliates ,Southwestco Wireless LP, Sacramento Valley Limited Partnership, VW Messaging Service, LLC, Verizon Wireless Services LLC, and VW Network Procurement LP are appropriately licensed with the Department of Taxation. These entities will be providing the services under the resultant contract.



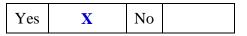
Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). It is the vendor's responsibility to verify these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

Verizon Wireless Response:

Noted and Understood.

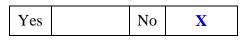
4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?



If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	Nevada Division of Purchasing on
	Behalf of WSCA
State agency contact name:	Teri Smith
Dates when services were	4/4/2011
performed:	
Type of duties performed:	Wireless Products and Services
Total dollar value of the contract:	<i>Aprox:</i> \$5,000,000.00(<i>St of NV entities</i>)

4.1.6 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?



If "Yes", is the employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

Verizon Wireless Response:

To the best of our knowledge, no Verizon Wireless employee is employed by the State of Nevada, any of its political subdivisions or by any other government.

Verizon Wireless is a large company with approximately 80,000 employees. Although Verizon Wireless' Code of Conduct requires our employees to disclose actual and potential conflicts of interest, Verizon Wireless relies on its employees to disclose such information. Verizon Wireless will make best efforts to disclose actual or apparent conflicts of interest reported by its employees.



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4.1.7 Disclosure of all alleged prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable within the past six (6) years.



If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Res	ponse
Date of alleged contract failure or		
breach:		
Parties involved:		
Description of the contract		
failure, contract breach, litigation,		
or investigation, including the		
products or services involved:		
Amount in controversy:		
Resolution or current status of the		
dispute:		
If the matter has resulted in a	Court	Case Number
court case:		
Status of the litigation:		

Verizon Wireless Response:

In the ordinary course of its business, Verizon Wireless and its predecessor companies have been named in various actions brought by customers, including matters brought by individuals, as part of putative class actions, by resellers relating to terms and conditions of service, and by agents relating to contractual issues and alleged unfair trade practices. None have risen to the level of having been reported to the FCC. Also, a multi-state group of Attorney Generals has investigated consumer marketing practices of several wireless carriers, including Verizon Wireless. Various individual claims and putative class actions have also been brought against wireless carriers, including Verizon Wireless, concerning the alleged health effects of wireless phones and consumer disclosures relating to potential health effects.

As a large business concern, Verizon Wireless responds to legal actions as a part of the normal course of business. However, there are no judgments, claims, arbitration, proceedings, or suits pending or outstanding that would materially and adversely impact the ability to meet our contractual obligations.



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

Verizon Wireless Response:

Verizon Wireless owns and operates the nation's most reliable and largest wireless voice and 3G data network, serving more than 94.1 million voice and data customers. Headquartered in Basking Ridge, NJ, Verizon Wireless is a joint venture of Verizon Communications (NYSE:VZ) and Vodafone (NYSE and LSE: VOD).

Facts-at-a-glance

- Wireless Phone Customers: 94.1 Million
- Employees: 79,000
- Annual Revenue 2010: \$63.4 Billion
- U.S. Market Coverage: our acquisition of Alltel expands our network coverage to approximately 301 million people, nearly the entire United States population, all of the Top 100 most populated U.S. metropolitan areas
- Company Stores and Kiosks: more than 2,000
- Digital Network Technology: 4G Long Term Evolution (LTE); 3G Code Division Multiple Access [CDMA]
- Nation's most reliable 3G wireless broadband network
- Switching Centers: 175+
- Headquarters: Basking Ridge, NJ
- Area Headquarters: Northeast Morristown, NJ; South Alpharetta, GA; Midwest Schaumburg, IL; West Irvine, CA

Verizon Wireless owns and operates the nation's most reliable and largest wireless voice and 3G data network. We provide devices, services, and solutions suited for businesses of all sizes. We employ CDMA technology as our wireless standard and regularly test our network and facilities to ensure reliability and connectivity for our customers.

By choosing Verizon Wireless as your wireless network provider, the entity will receive a host of benefits to help you succeed. These include:

- Dedicated customer service experts with business experience.
- Flexible calling plans designed to meet your needs.
- Discounts that grow as the entity grows.
- Responsive, expert technical support.
- Unlimited National Mobile to Mobile Calling with other Verizon Wireless customers.
- Friends & Family for Business provides unlimited calling to those you do business with the most (vendors/colleagues/even the entity's conference call bridge numbers).



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• Easy online account management with My Business Account

Most Reliable Nationwide Network

Verizon Wireless operates the nation's most reliable and largest wireless voice and data network. Leveraging our greatest asset - our network - Verizon Wireless continues to lead the industry by offering the highest quality products and services while introducing innovative technology solutions.

- Covers a population of 301 million, while servicing more than 94.1 million subscribers.
- Verizon Wireless is committed to the ongoing expansion and maintenance of our highquality network – since inception, we have invested more than \$60 billion in our network -\$5.7 billion on average every year -- to increase the coverage and capacity of our national network and to add new services.
- When it counts the most during times of natural disasters business customers, public safety and first response organizations rely on our network.

The Verizon Wireless network is based on CDMA technology. The key benefits of CDMA technology include:

- Exceptional call and connection quality CDMA technology combines multiple signals to improve signal strength to reduce fading, cross-talk, and interference producing crystal-clear voice calls and reliable data connections.
- Limited dropped calls CDMA technology contains patented, "soft handoff" methods as calls and connections move from one cell tower to another, limiting dropped calls.
- Enhanced privacy Digitally encoded CDMA transmissions with 4.4 trillion different code combinations resist eavesdropping, cloning and other types of fraud.

Innovative Network Development Plans

Currently, our high-speed 3G wireless network, which powers our Mobile Broadband Internet applications, is based on Evolution Data Optimized (EV-DO) Revision A technology. Verizon Wireless selected Long Term Evolution (LTE) as the technological foundation for our 4G wireless broadband network. LTE technology is designed to deliver mobile data networks with higher speed and performance, lower latency, global roaming and improved efficiencies.

We will utilize the 700 MHz contiguous C-Block spectrum we acquired in 2008 for our commercial launch of LTE - Verizon Wireless is the only wireless service provider to hold a contiguous, nationwide 700 MHz C-Block operating license. We launched our 4G LTE network in December 2010 – in 38 major metropolitan areas and more than 60 commercial airports, covering 110 million people. We are expanding our 4G LTE network to an additional 140 markets by the end of 2011. Our 4G LTE network-deployment plans include covering virtually our entire current nationwide 3G footprint by the end of 2013.

Holding this nationwide license is yet another example of how we distinguish ourselves from our competition – it provides Verizon Wireless with key advantages over other wireless service providers, including:



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

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

4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.

Verizon Wireless Response:

The companies that merged to form Verizon Wireless in June 2000 had been in business for an average of 15 years prior to the merger. Verizon Wireless was formed by the combination of the domestic wireless businesses of Verizon Communications (formerly Bell Atlantic Corporation and GTE Corporation) and Vodafone Group Plc. This includes, primarily, the assets of Bell Atlantic Mobile, AirTouch Cellular and GTE Wireless.

Below is a brief description of Verizon Wireless' company history.

Corporate Milestones

- July 28, 1998 Bell Atlantic and GTE Corporations agree to merge.
- Sept. 21, 1999 Bell Atlantic and Vodafone AirTouch Plc agree to form a new national wireless business by combining their domestic U.S. operations.
- Dec. 2, 1999 Bell Atlantic Mobile completes its acquisition of Frontier Cellular, expanding the company's East Coast footprint into upstate New York.
- April 3, 2000 Bell Atlantic and Vodafone AirTouch Plc sign an agreement forming the new national wireless business. The companies anticipate the new operation will be strengthened by the addition of GTE's domestic wireless properties, as part of the pending Bell Atlantic/GTE merger.
- April 4, 2000 Day One for the new coast-to-coast wireless venture, called Verizon Wireless.
- June 30, 2000 Bell Atlantic and GTE merger completed to create Verizon Communications. The addition of GTE wireless assets made Verizon Wireless, at that time, the nation's largest wireless communications provider.
- January 9, 2009 Verizon Wireless acquired Alltel. With the inclusion of Alltel's assets Verizon Wireless became the nation's largest wireless communications provider and provider of the largest 3G network.



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4.1.10 Financial information and documentation to be included in Part III, Confidential Financial of vendor's response in accordance with *Section 9.5, Part III – Confidential Financial*.

Verizon Wireless Response:

In this challenging economic environment, Verizon Wireless remains focused on delivering greater value to our business and consumer customers.

Fourth Quarter Highlights

We continued to invest in our broadband network - the nation's largest and most reliable 3G data network. Our 3G network provides more coverage than any other U.S. carrier's network and is available to more than 289 million people. In December, we launched our 4G LTE (fourth-generation Long Term Evolution) Mobile Broadband network, the fastest and most advanced 4G network in the U.S., in 38 major metropolitan areas covering one-third of all Americans and in more than 60 commercial airports. With our 4G LTE network, laptop users experience average data throughput speeds of up to 10 times faster than when on our 3G network. And we are expanding our 4G LTE network to an additional 140 markets by the end of 2011. Our 4G LTE network-deployment plans include virtually covering our entire current nationwide 3G footprint by the end of 2013.

Concurrent with the launch of our 4G LTE Mobile Broadband network, we introduced two 4G LTE USB modems: the LG VL600 and the Pantech UML290, which are also compatible with our 3G network.

In early January, we unveiled 10 new 4G LTE devices at the International Consumer Electronics Show, including Smartphones, tablets, mobile hot spot devices and notebooks that will be available in the first half of this year. And on Jan. 11th, we announced the iPhone 4 will be available to our customers beginning in February.

We delivered strong growth in revenues, strong retail postpaid ARPU (average monthly service revenue per user), and growth in traditional customers and other connections. Wireless service EBITDA margin was a record high. In the fourth quarter of 2010:

- We had a total of 94.1 million customers. In the fourth quarter, we added 872,000 retail postpaid customers, and 803,000 total retail customers which includes a decrease of 69,000 retail prepaid customers. [These additions exclude acquisitions and adjustments.] We had 87.5 million retail customers, which represented 93 percent of the company's wireless customers, and we also added 152,000 reseller customers in the fourth quarter.
- We had 8.1 million other connections -- such as machine-to-machine and telematic this was an increase of 186,000 net other connections in the quarter, and brought the number of total wireless connections to 102.2 million at year-end 2010.
- At year-end 2010, 26 percent of Verizon Wireless' retail postpaid customer base had Smartphone devices, up from 15 percent at year-end 2009. In fourth-quarter 2010, more than 75 percent of our postpaid net adds were Smartphones.



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- Retail postpaid churn remained low at 1.01 percent. Total retail and total customer churn levels were 1.37 and 1.34 percent, respectively. All churn levels improved year over year and sequentially.
- Retail service revenues in the quarter totaled \$13.5 billion, up 5.1 percent year over year. Retail data revenues were \$5.0 billion, up 22.8 percent year over year. Service revenues in the fourth quarter were \$14.2 billion, up 7.7 percent year over year. Total revenues were \$16.1 billion, up 5.7 percent year over year. For full-year 2010, service revenues were \$55.6 billion, up 6.9 percent over full-year 2009; total revenues were \$63.4 billion, up 5.1 percent year over year.
- Retail postpaid ARPU grew 2.5 percent over the fourth-quarter 2009, to \$53.50. Retail postpaid data ARPU increased to \$19.97, up 19.3 percent year over year. In addition, retail service ARPU grew 2.4 percent over fourth-quarter 2009, to \$51.84.
- Operating income margin was 30.1 percent, an increase of 340 basis points year over year. Segment EBITDA margin on service revenues (non-GAAP) was 47.5 percent, up 290 basis points over fourth-quarter 2009. For full-year 2010, operating income margin was 29.5 percent, up 190 basis points over full-year 2009; segment EBITDA margin on service revenues was 46.9 percent, up 140 basis points.
- Monthly cash expense per customer (non-GAAP) decreased in the fourth quarter 2010 to \$26.59 from \$27.72 in the fourth quarter 2009. For the full year, cash expense per customer was \$26.80, down 2.7 percent from \$27.55 in 2009.
- Total data revenues were 37.1 percent of all service revenues, up from 31.8 percent in the fourth quarter 2009.
- During the fourth quarter, our customers sent or received more than 180 billion text messages, sent nearly 4.5 billion picture/video messages and completed more than 20 million music and video downloads.

Please note: Verizon Wireless is a joint venture of Verizon Communications and Vodafone. Verizon Wireless does not customarily announce earnings or other financial performance; however, Verizon Communications includes information about Verizon Wireless in its earnings announcements.

Additional information can be found in the Verizon Wireless Dun and Bradstreet report. The Dun and Bradstreet number for Verizon Wireless is 96-890-4698. You may use this identification number to access the Verizon Wireless report from the Dun and Bradstreet database.

You may access a copy of the most recent annual report of Verizon Wireless' parent companies from the following websites: <u>http://www.verizon.com</u> http://www.vodafone.com

4.1.10.1 Dun and Bradstreet number

Verizon Wireless Response:

Verizon Wireless' Dun and Bradstreet number is 96-890-4698.



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4.1.10.2 Federal Tax Identification Number

Verizon Wireless Response:

The federal tax identification number of Cellco Partnership, d/b/a Verizon Wireless, is: 22-3372889.

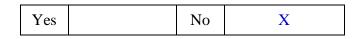
- 4.1.10.3 The last two (2) years and current year interim:
 - A. Profit and Loss Statement
 - B. Balance Statement

Verizon Wireless Response:

Verizon Wireless has provided the Profit and Loss Statement and Balance Statement within Part III-Confidential Financial Proposal of this response.

4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this proposal include the use of subcontractors? Check the appropriate response in the table below.



If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.2.1.2 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 4.2.1.3 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor; and

Verizon Wireless Response:

Verizon Wireless operates the nation's most reliable and largest wireless voice and data network. Leveraging our greatest asset - our network - Verizon Wireless continues to lead the industry by offering the highest quality products and services while introducing innovative technology solutions. Verizon Wireless does not anticipate engaging any subcontractors to fulfill the entity's requirements; however, Verizon Wireless does engage third parties to provide roaming and Wi-Fi hotspot service for our customers.



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4.3 **BUSINESS REFERENCES**

4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.

Verizon Wireless Response: Noted and Understood.

4.3.2 Vendors must provide the following information of <u>every</u> business reference provided by the vendor and/or subcontractor.

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:1			
Company Name:			
Identify role company will have for this RFP project (check one):			eck one):
X Vendor			Subcontractor
Project Name:			
Floject Name.	Duimany Con	tact Information	
Name:	Frinary Con		
Street Address:			
City, State, Zip:	-		
Phone, including area	code:		
Facsimile, including area code:			
Email address:			
	Alternate Cor	ntact Information	
Name:			
Street Address:			
City, State, Zip:			
Phone, including area	code:		
Facsimile, including area code:			
Email address:			
		Information	
Brief description of th	1 0		
contract and description of services			
performed, including technical			
environment (i.e., software			
applications, data con	nmunications,		



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etc.), if applicable.	
Original Project/Contract Start Date:	
Original Project/Contract End Date:	
Original Project/Contract Value:	
Final Project/Contract Date:	
Was project/contract completed in	
time originally allotted, and if not,	
why not?	
Was project/contract completed	
within or under the original	
budget/cost proposal, and if not, why	
not?	

Verizon Wireless Response:

Noted and Understood.



Reference #:1		
Company Name:	Company Name: Bureau of Communications & Computer Services Central Management Services	
Identify role compar	y will have for th	nis RFP project (check one):
X Vendor		Subcontractor
Project Name: W	ireless Equipmen	nt and Services
	Primary Co	ntact Information
Name:		Lori Sorenson, Chief Operating Officer
Street Address:		120 W Jefferson
City, State, Zip:		Springfield, IL 62702
Phone, including area		217-557-6565
Facsimile, including	area code:	217-785-6803
Email address:		Lori.Sorenson@illinois.gov
	Alternate Co	ntact Information
Name:		Theresa Starling
Street Address:		120 W Jefferson
City, State, Zip:		Springfield, IL 62702
Phone, including area	a code:	217-782-1223
Facsimile, including	area code:	217-557-2960
Email address:		<u>Theresa.starling@illinois.gov</u>
	Project	Information
Brief description of t contract and descript		Verizon Wireless has provided point of contact information for companies that
performed, including	technical	have agreed to act as references for our
environment (i.e., so	ftware	wireless services. These companies will
applications, data con	nmunications,	determine what information they will
etc.), if applicable.		share with you when contacted by the entity.
Original Project/Contract Start Date:		See above
Original Project/Contract End Date:		See above
Original Project/Contract Value:		See above
Final Project/Contract Date:		See above
Was project/contract completed in		See above
time originally allotted, and if not,		
why not?		
Was project/contract	-	See above
within or under the o		
budget/cost proposal	, and if not, why	
not?		



Reference #: 2		
Company Name: Town of Gilbert-		t-Public Works
Identify role company will have for this RFP project (check one):		
X Vendor		Subcontractor
Project Name: W	ireless Equipmen	at and Services
	Primary Col	ntact Information
Name:		Joslyn Marty, Office Administrator
Street Address:		525 North Lindsay Road
City, State, Zip:		Gilbert, AZ 85234
Phone, including area	i code:	480-503-6414
Facsimile, including	area code:	217-785-6803
Email address:		Lori.Sorenson@illinois.gov
	Alternate Co	ntact Information
Name:		Reference did not provide alternate
		contact
Street Address:		See above
City, State, Zip:		See above
Phone, including area	ı code:	See above
Facsimile, including	area code:	See above
Email address:		See above
		Information
Brief description of the	ne project /	Verizon Wireless has provided point of
contract and descripti		contact information for companies that
performed, including		have agreed to act as references for our
environment (i.e., sof		wireless services. These companies will
applications, data cor	nmunications,	determine what information they will
etc.), if applicable.		
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0		
1 0	1	See above
-	zu, anu n not,	
	completed	See above
1 0	-	
	0	
• • •	and it not, willy	
etc.), if applicable. Original Project/Contract Start Date: Original Project/Contract End Date: Original Project/Contract Value: Final Project/Contract Date: Was project/contract completed in time originally allotted, and if not, why not? Was project/contract completed within or under the original budget/cost proposal, and if not, why not?		actermine what information they will share with you when contacted by the entity. See above See above



Reference #:3		
Company Name: City of Tempe-I		T
Identify role company will have for this RFP project (check one):		
X Vendor		Subcontractor
Project Name: Wi	reless Equipmen	t and Services
Primary Contact Information		
Name:		Dave Heck, IT MGR
Street Address:		120 E. 5 th Street
City, State, Zip:		<i>Tempe, AZ 85281</i>
Phone, including area	code:	480-250-5500
Facsimile, including a	rea code:	480-250-5500
Email address:		Dave_Heck@tempe.gov
	Alternate Co	ntact Information
Name:		Reference did not provide alternate
		contact
Street Address:		See above
City, State, Zip:		See above
Phone, including area	code:	See above
Facsimile, including a	rea code:	See above
Email address:		See above
	Project	Information
Brief description of th	e project /	Verizon Wireless has provided point of
contract and description	on of services	contact information for companies that
performed, including	technical	have agreed to act as references for our
environment (i.e., soft	tware	wireless services. These companies will
applications, data con	nmunications,	determine what information they will
etc.), if applicable.		share with you when contacted by the entity.
Original Project/Contract Start Date:		See above
Original Project/Contract End Date:		See above
Original Project/Contract Value:		See above
Final Project/Contract Date:		See above
Was project/contract of		See above
time originally allotted, and if not,		
why not?	· ·	
Was project/contract	completed	See above
within or under the or	-	
budget/cost proposal,	•	
not?		



Reference #:4		
Company Name: City of Mesa		
Identify role company will have for this RFP project (check one):		
X Vendor	Subcontractor	
Project Name: Wireless Equipment	t and Services	
Primary Contact Information		
Name:	Paul Czohara,	
Street Address:	200 S Center Street - Bldg. 2	
City, State, Zip:	Mesa, AZ 85210	
Phone, including area code:	480-644-4466	
Facsimile, including area code:	480-644-4466	
Email address:	Paul.Czohara@mesaaz.gov	
Alternate Co	ntact Information	
Name:	Reference did not provide alternate	
	contact	
Street Address:	See above	
City, State, Zip:	See above	
Phone, including area code:	See above	
Facsimile, including area code:	See above	
Email address:	See above	
Project	Information	
Brief description of the project /	Verizon Wireless has provided point of	
contract and description of services	contact information for companies that	
performed, including technical	have agreed to act as references for our	
environment (i.e., software	wireless services. These companies will	
applications, data communications,	determine what information they will	
etc.), if applicable.	share with you when contacted by the entity.	
Original Project/Contract Start Date:	See above	
Original Project/Contract End Date:	See above	
Original Project/Contract Value:	See above	
Final Project/Contract Date:	See above	
Was project/contract completed in	See above	
time originally allotted, and if not,		
why not?		
Was project/contract completed	See above	
within or under the original		
budget/cost proposal, and if not, why		
not?		



Reference #:5		
Company Name:	Nevada Depart	ment of Transportation
Identify role compan	y will have for th	nis RFP project (check one):
X Vendor		Subcontractor
Project Name: Wi	reless Equipmen	and Services
	Primary Co	ntact Information
Name:		DJ Menzel, Telcom Coordinator
Street Address:		1263 South Stewart
City, State, Zip:		Carson City, NV 89712
Phone, including area	code:	775-888-7880
Facsimile, including a	area code:	Not provided
Email address:		dmenzel@dot.state.nv.us
	Alternate Co	ntact Information
Name:		David Loar
Street Address:		1263 S Stewart
City, State, Zip:		Carson City, NV 89712
Phone, including area	code:	775-888-7888
Facsimile, including a	area code:	775-888-7305
Email address:		dloar@dot.state.nv.us
	Project	Information
Brief description of th	ne project /	Verizon Wireless has provided point of
contract and descripti	on of services	contact information for companies that
performed, including	technical	have agreed to act as references for our
environment (i.e., sof		wireless services. These companies will
applications, data con	nmunications,	determine what information they will
etc.), if applicable.		share with you when contacted by the entity.
Original Project/Contract Start Date:		See above
Original Project/Contract End Date:		See above
Original Project/Contract Value:		See above
Final Project/Contract Date:		See above
Was project/contract completed in		See above
time originally allotted, and if not,		
why not?		
Was project/contract	completed	See above
within or under the or	iginal	
budget/cost proposal,	and if not, why	
not?		



Reference #:6		
Company Name: Bay Area Hospia		ital-IT
Identify role company will have for this RFP project (check one):		
X Vendor		Subcontractor
Project Name: W	ireless Equipmen	t and Services
	Primary Cor	ntact Information
Name:		Ron Muller, ITAdministrator
Street Address:		1775 Thompson Road
City, State, Zip:		Coos Bay, OR 97420
Phone, including are	a code:	541-269-8432
Facsimile, including	area code:	541-266-7972
Email address:		<u>Ron.Muller@bayareahospital.org</u>
	Alternate Co	ntact Information
Name:		Bob Adams, IS Manager
Street Address:		1775 Thompson Road
City, State, Zip:		Coos Bay, OR 97420
Phone, including area		541-269-8432
Facsimile, including	area code:	541-266-7972
Email address:		Bob.Adams@bayareahospital.org
Project Information		Information
Brief description of t		Verizon Wireless has provided point of
contract and descript		contact information for companies that
performed, including		have agreed to act as references for our
environment (i.e., so		wireless services. These companies will
applications, data con	mmunications,	determine what information they will
etc.), if applicable.		share with you when contacted by the
		entity.
Original Project/Contract Start Date:		See above
Original Project/Contract End Date:		See above
Original Project/Contract Value:		See above
Final Project/Contract Date:		See above
Was project/contract completed in		See above
time originally allotted, and if not,		
why not?	1 . 1	
Was project/contract		See above
within or under the o	0	
budget/cost proposal	, and if not, why	
not?		



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4.3.3 Vendors <u>must also submit</u> *Attachment E, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.

Verizon Wireless Response:

Verizon Wireless has provided Attachment E, Reference Questionnaire to the references identified. These companies have agreed to act as references for our wireless services and will determine what information they will share with you when contacted by the entity.

4.3.4 The company identified as the business reference <u>must</u> submit the Reference Questionnaire directly to the Purchasing Division.

Verizon Wireless Response:

Verizon Wireless has provided the requirements of submitting the responses to the Reference Questionnaire directly to the Purchasing Division to each organization that has agreed to participate.

4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Verizon Wireless Response:

Noted and Understood.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and the degree of satisfaction for such performance.

Verizon Wireless Response:

Verizon Wireless has provided point of contact information for companies that have agreed to act as references for our wireless services. These companies will determine what information they will share with you when contacted by the entity.



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4.4 VENDOR STAFF RESUMES

Vendors must include in their proposal response resumes for key personnel/staff to be responsible for performance of any contract resulting from this RFP.

Verizon Wireless Response:

Verizon Wireless will provide WSCA with designated points of contacts to assist with customer service and technical issues. Your service team may be dedicated to several other Government customers, in addition to WSCA.

Verizon Wireless' current WSCA Contract Manager, RJ Fenolio, has 16 years of wireless service and management experience, of which 6 years have been spent successfully managing Verizon Wireless' current WSCA agreement. Mr. Fenolio is intimately familiar with the terms of the agreement and the unique requirements of WSCA and its Participating Entities. His extensive background in the communications industry has resulted in a comprehensive knowledge of the wireless industry. Mr. Fenolio contact information is:

8350 E. Crescent Pkwy Ste. 200 Greenwood Village, CO 80111 Phone: 702-283-2200 Email: <u>RJ.Fenolio@Verizonwireless.com</u>

Overview of Responsibilities:

Leads effort to negotiate contract with WSCA and all respective States wishing to participate on the WSCA contract. Works closely with in supporting Sales reps and Customer Service teams on product presentations, strategic plans, customer concerns, procurement, trouble-shooting, and process improvements. Represents company at trade association meetings to promote Verizon Wireless.

Below is the list of staff that may be involved with your account.

Government Account Executive Overview of responsibilities:

Responsible for sales and customer support to government accounts within assigned geographic territory. Expertise includes consultative support, sales presentations, training, problem resolution, and calling plan analysis. Provides follow-up training for new customers, handles equipment issues, performs rate plan analysis, explains billing and interacts with Business Support Center on customer service issues.

The Government Account Executive will provide quarterly reviews for SDCOE and/or each of the 42 districts upon request. During this account review, Verizon Wireless can identify opportunities to save money and provide valuable recommendations and pertinent account information. Quarterly reviews can save SDCOE time usually spent reviewing and researching accounts by highlighting your student's



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usage habits, equipment needs and upgrade opportunities. These business reviews are interactive allowing SDCOE an opportunity to strategize with your Government Account Executive on your current and future requirements.

Data Sales Manager

Overview of responsibilities:

Responsible for ongoing cross channel data training and sales support. Conducts sales meetings and executive briefings with potential and existing customers to establish strong working relationships and promote the quality of Verizon Wireless data products and services. Manages data presentations and summits. Ensure that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner. Remains current on all wireless products and services, industry and competitive trends.

Business Sales Manager

Overview of Responsibilities:

Trains sales team on new products, services and selling skills to ensure team is fully versed in Verizon Wireless products and services and ready to represent Verizon Wireless in the highest professional manner. Represents company at trade association meetings to promote Verizon Wireless and increase presence in the community by developing relationships through chambers of commerce. Ensures that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner.

Data Sales Manager

Overview of responsibilities:

Responsible for leading, managing and motivating a team of data professionals by leveraging products and services while collaborating with other management teams. Conducts sales meetings and executive briefings with potential and existing customers to establish strong working relationships and promote the quality of Verizon Wireless data products and services. Manages data presentations and summits. Ensure that customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely manner

Develops, trains and coaches sales team.

Associate Director, Government

Overview of Responsibilities:

Works with sales team and clients on contract negotiations. Represents company at trade association meetings to promote Verizon Wireless and increase presence in the community by developing relationships through chambers of commerce. Responsible for managing the overall operations and budget. Ensures that customers and prospective customers are treated with the highest levels of courtesy and professionalism. Resolves customer issues in a timely and empathetic manner.



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Verizon Wireless will identify the account team members who will service the WSCA account subsequent to contract award. Although our goal is continuity of the Verizon Wireless account team, we cannot guarantee that changes in personnel and staffing assignments will not occur during the term of WSCA's contract. The structuring of the government accounts customer service organization enables all members of the government account customer service team to be cross-trained on all accounts with the goal of each customer receiving the same comprehensive professional customer service.

However, the chart below lists the roles and typical experience of a Customer Service and Technical Specialist.

Position	Typical Experience	Role
Account Liaison (AL)	2-4 years	Direct customer contact, order inquiries, technical support, customer service, monthly bill review and regular account review. Responsible for support for billing, reporting internally and with customer and any third party wireless management suppliers. Overall administrative and sales support for national account customer.
Technical Specialist	3-5 years	Essential knowledge of cellular networking, switch operations, and data applications. Investigate, diagnose, and resolve customer inquiries. Troubleshoot roaming issues, support 800 line specialists, Company Stores, and roaming partners.
Customer Service Representative	4 years	Business-to-Business sales/management experience. Implement voice and data applications and resolve daily operational issues.
Data Sales Engineer	5 years	Essential knowledge of and support for sales, design and implementation of data applications and solutions. Assists the Account Manager on an "as needed" basis.
Wireless Data Technical Support Team	5 years	Team with specialized knowledge of cellular networking, switch operations, especially focused on data applications and solutions. Investigate, diagnose, and resolve customer inquiries. Coordinates trouble resolution with Verizon Wireless Network Repair Bureau, suppliers and wireless solution partners.

The support team for our government accounts is typically as follows:

Members of the Verizon Wireless Advanced Technologies Group are available to assist with data applications and solutions as needed.

Such personnel to be determined will service the WSCA account following contract award, but may be replaced, supplemented or changed in the sole discretion of Verizon Wireless.



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- 5. COST
 - **5.1** Vendors must provide detailed pricing for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated. Vendors must also state the discount percentage from their product line's price for other items. <u>This discount percentage may be considered during the award of this contract.</u> Percentage off balance of the line must be listed in the cost proposal. See Attachment H, Pricing Schedules.

Verizon Wireless Response:

As requested by WSCA, Verizon Wireless has presented pricing offers in accordance with pricing plan set forth in Attachment H. Verizon Wireless acknowledges that the attainment tier discounts reflected in the pricing for both options will remain set for the term of the agreement.

6. **PAYMENT**

6.1 Upon review and acceptance by the State, payments for invoices are normally made within 45-60 days of receipt, providing all required information, documents and/or attachments have been received. This may vary by participating entity.

Verizon Wireless Response:

Verizon Wireless will bill the entity on a monthly basis for all government subscriber charges and for any applicable taxes, surcharges, and fees. Monthly access fees and features are generally billed in advance, while airtime overage and other usage rates or charges are usually billed in arrears. Monthly billing periods may vary in length and do not necessarily correspond to calendar months. All undisputed charges are due and payable within thirty (30) days from the original bill date. Amounts due and not received on or before the due date shall incur a late payment fee of up to one and one-half percent (1.5%) per month (eighteen percent (18%) annually), or five dollars (\$5) per month, whichever is greater, on unpaid balances.

6.2 The State does not issue payment prior to receipt of goods or services.

Verizon Wireless Response: Noted and Understood.

6.3 The vendor must bill the State as outlined in the approved contract and/or payment schedule.

Verizon Wireless Response: Noted and Understood.



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6.4 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment B2, Cost Proposal Certification of Compliance with Terms and Conditions of the RFP*. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

Verizon Wireless Response: Noted and Understood.

7. WRITTEN QUESTIONS AND ANSWERS

In addition to a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing regarding this RFP.

7.1 QUESTIONS AND ANSWERS

7.1.1 The RFP/RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <u>http://purchasing.state.nv.us/services/sdocs.htm</u>. Select this RFP number and the "Question" link.

Verizon Wireless Response:

Noted and Understood.

7.1.2 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

Verizon Wireless Response:

Noted and Understood.

7.1.3 All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about the date specified in *Section 8, RFP Timeline*.

Verizon Wireless Response: Noted and Understood.



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8. **RFP TIMELINE**

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT).

TASK	DATE/TIME
Pre-Proposal Conference Trump International Towers, Las Vegas, NV	
1:00 p.m. – 3:00 p.m.	February 23, 2011
Deadline for submitting questions	March 2, 2011 @ 2:00 PM
Answers posted to website	On or about March 18, 2011
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on March 27, 2011
Deadline for submission and opening of proposals	No later than 2:00 PM on March 28, 2011
Evaluation period (approximate time frame)	March 28 – May 13, 2011
Vendor Presentations (approximate time frame)	May 30 – June 3, 2011
Selection of vendor(s)/Send Letter(s) of Intent	On or about June 10, 2011
Execution of new contract	November 1, 2011
Contract roll-out/transition	November 1, 2011 – October 31, 2012
NOTES: These dates represent a tentative schedule of a dates at any time.	events. The State reserves the right to modify these

The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals.

Verizon Wireless Response:

Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.



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9. PROPOSAL RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' proposals must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. Proposals will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

Verizon Wireless Response:

Noted and Understood.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with *Section 9.3, Part I B* – *Confidential Technical and Section 9.5, Part III* – *Confidential Financial*. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on *Attachment A, Confidentiality of Proposals and Certification of Indemnification*.

Verizon Wireless Response: Noted and Understood.

The remaining sections are Cost Proposal and Confidential Financial. Vendors may submit their proposal broken out into the three (3) sections as required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

Verizon Wireless Response: Noted and Understood.

The required CDs must contain a file that is an *exact* duplicate of the technical and cost proposals; the electronic files must follow the format and content section for the technical response and cost proposal. Detailed instructions on proposal submission and packaging follows and vendors must submit their proposals as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

Verizon Wireless Response: Noted and Understood.



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9.1.1 All information is to be completed as requested.

Verizon Wireless Response: Noted and Understood.

9.1.2 Each section within the technical proposal and cost proposal must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.

Verizon Wireless Response: Noted and Understood.

9.1.3 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

Verizon Wireless Response: Noted and Understood.

9.1.4 If discrepancies are found between two (2) or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the proposal is not clearly marked "MASTER," the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

Verizon Wireless Response:

Noted and Understood.

9.1.5 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and must be presented in the same order. Written responses must be placed immediately following the applicable RFP questions, statement and/or section and must be



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presented in a style/format that is easily distinguishable from RFP language. Exceptions/assumptions to this will be considered during the evaluation process.

Verizon Wireless Response:

Noted and Understood.

9.1.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Verizon Wireless Response: Noted and Understood.

> Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFP, elaborate artwork, corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

Verizon Wireless Response:

Noted and Understood.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that proposals, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.

Verizon Wireless Response:

Noted and Understood.



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9.1.7 For purposes of address questions concerning this RFP, the sole contact will be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Verizon Wireless Response:

Noted and Understood.

9.1.8 Any vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.

Verizon Wireless Response: Noted and Understood.

The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Verizon Wireless Response:

Noted and Understood.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

Verizon Wireless Response: Noted and Understood.



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9.1.9 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive (refer to NRS §333.311).

Verizon Wireless Response:

Noted and Understood.

9.2 PART I A – TECHNICAL PROPOSAL

- 9.2.1 Submission Requirements
 - 9.2.1.1 Technical proposal must include:
 - A. One (1) original marked "MASTER";
 - B. One (1) "MASTER" CD with the technical proposal contents only. The CD must be packaged in a case and clearly labeled with the RFP No., vendor's name and Part I A, Technical Proposal;
 - C. Twelve (12) identical copies; and
 - D. The technical proposal *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical*) or project costs. **Please note:** Confidential information, cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

Verizon Wireless Response: Noted and Understood.

9.2.2 Format and Content

- 9.2.2.1 Tab I Title Page the title page must include the following:
 - A. Part I A– Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"
 - B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
 - C. RFP No: 1907
 - D. Name and Address of the vendor
 - E. Proposal Opening Date: March 28, 2011
 - F. Proposal Opening Time: 2:00 PM

9.2.2.2 Tab II – Table of Contents



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An accurate and updated table of contents must be provided.

9.2.2.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.2.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A Confidentiality of Proposal and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C1 Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. A copy of vendor's Certificate of Insurance identifying the coverages and minimum limits currently in effect.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements, if applicable.
- F. Copies of applicable certifications and/or licenses.
- 9.2.2.5 Tab V Attachment B1

The Technical Proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization must be included in this tab.

In order for any exceptions and/or assumptions to be considered they **MUST** be documented in detail in the tables in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. Vendors must be specific. Nonspecific exceptions or assumptions may not be considered. If the exception or assumption requires a change in the terms or wording of the contract, the scope of work, or any incorporated documents, vendors must provide the specific language that is being proposed in Attachment B1

9.2.2.6 Tab VI – Section 3 - Scope of Work



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Vendors must place their written response(s) in *bold/italics* immediately following the applicable RFP question, statement and/or section.

9.2.2.7 Tab VII – Section 4 – Company Background and References

Vendors must place their written response(s) in *bold/italics* immediately following the applicable RFP question, statement and/or section. This section must also include the requested information in *Section 4.2*, *Subcontractor Information*, if applicable.

9.2.2.8 Tab VIII – Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the proposal response.

Verizon Wireless Response:

Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.

9.3 PART I B – CONFIDENTIAL TECHNICAL

Vendors only need to submit Part I B if the proposal includes any confidential technical information (*Refer to Attachment A, Confidentiality of Proposal and Certification of Indemnification*).

- 9.3.1 Submission Requirements, if confidential technical information is being submitted.9.3.1.1 Confidential technical information must include:
 - A. One (1) original marked "MASTER"; and
 - B. Twelve (12) identical copies.

9.3.2 Format and Content

- 9.3.2.1 Tab I Title Page the title page must include the following:
 - A. Part I B Technical Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment"
 - B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
 - C. RFP No: 1907
 - D. Name and Address of the vendor
 - E. Proposal Opening Date: March 28, 2011
 - F. Proposal Opening Time: 2:00 PM



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> 9.3.2.2 Tabs – Confidential Technical Vendors must have tabs in the confidential technical information that cross reference back to the technical proposal, as applicable.

Verizon Wireless Response:

Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.

9.4 PART II – COST PROPOSAL

- 9.4.1 Submission Requirements
 - 9.4.1.1 Cost Proposal must include:
 - A. One (1) original marked "MASTER";
 - B. Twelve (12) identical copies; and
 - C. One (1) CD with the cost proposal contents. The CD must be packaged in a case and clearly labeled with the RFP No, vendor's name and Part II Cost Proposal.
 - 9.4.1.2 The cost proposal must not be marked "confidential".
- 9.4.2 Format and Content
 - 9.4.2.1 Tab I Title Page the title page must include the following:
 - A. Part II Cost Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment".
 - B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
 - C. RFP No: 1907
 - D. Name and Address of the vendor
 - E. Proposal Opening Date: March 28, 2011
 - F. Proposal Opening Time: 2:00 PM
 - 9.4.2.2 Tab II Cost Proposal

Vendor's response for the cost proposal must be included in this tab.

9.4.2.3 Tab III – Attachment B2 – Cost Proposal Certification of Compliance with Terms and Conditions of RFP



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Vendors must include the cost proposal Certification of Compliance with Terms and Conditions of RFP with an original signature by an individual authorized to bind the organization within this section.

Verizon Wireless Response: Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.

9.5 PART III – CONFIDENTIAL FINANCIAL

- 9.5.1 Submission Requirements
 - 9.5.1.1 Confidential financial information must include:
 - A. One (1) original marked "MASTER"; and
 - B. One (1) identical copy.

9.5.2 Format and Content

9.5.2.1 Tab I – Title Page – the title page must include the following:

- A. Part III Confidential Financial Proposal for: "Wireless Voice Service, Wireless Broadband Service, Accessories and Equipment".
- B. Identify the band of services proposed upon, i.e., Wireless Voice Service, or Broadband Service, etc.
- C. RFP No: 1907
- C. Name and Address of the vendor
- D. Proposal Opening Date: March 28, 2011
- E. Proposal Opening Time: 2:00 PM
- 9.5.2.2 Tab II Financial Information and Documentation
 - A. Dun and Bradstreet Number
 - B. The completed Attachment F, State of Nevada Registration Substitute IRS Form W-9
 - C. The last two (2) years and current year interim:
 - 1. Profit and Loss Statement
 - 2. Balance Statement

Verizon Wireless Response:

Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.



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9.6 **PROPOSAL PACKAGING**

9.6.1 If the separately sealed technical and cost proposals as well as confidential technical information and confidential financial documentation, marked as required in *Section 9.6.4 and Section 9.6.7*, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701	
RFP NO: 1907	
PROPOSAL OPENING DATE: April 4, 2011	
PROPOSAL OPENING TIME: 2:00 PM	
FOR: Wireless Voice Service, Wireless Data	
	Service, Accessories and Equipment
VENDOR'S NAME: Cellco Partnership d/b/a	
Verizon Wireless	

- 9.6.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of proposal packaging.
- 9.6.3 Proposals *must be received at the address referenced below no later than the date and time specified in Section 8, RFP Timeline.* Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.6.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail, or telephone proposals will NOT be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail, or written notice provided such notice is received prior to the opening of the proposals.
- 9.6.5 The technical proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith	
State of Nevada, Purchasing Division	
515 E. Musser Street, Suite 300	
Carson City, NV 89701	
RFP NO:	1907
PROPOSAL COMPONENT: PART I A – TECHNICAL	
PROPOSAL OPENING DATE: April 4, 2011	
PROPOSAL OPENING TIME: 2:00 PM	



Wireless Voice Services, Wireless Broadband Services, Accessories and Equipment

FOR:	Wireless Voice Service, Wireless Data
	Service, Accessories and Equipment
VENDOR'S NAME:	Cellco Partnership d/b/a
	Verizon Wireless

9.6.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith		
State of Nevada, Purchasing Division		
515 E. Musser Street, Suite 300		
Carson City, NV 89701		
RFP NO:	1907	
PROPOSAL COMPONENT:	PART I B – CONFIDENTIAL	
	TECHNICAL	
PROPOSAL OPENING DATE:	April 4, 2011	
PROPOSAL OPENING TIME:	2:00 PM	
FOR:	Wireless Voice Service, Wireless Data	
	Service, Accessories and Equipment	
VENDOR'S NAME:	Cellco Partnership d/b/a	
	Verizon Wireless	

9.6.7 The cost proposal shall be submitted to the State in a sealed package and he clearly marked as follows:

Teri Smith State of Nevada, Purchasing Division		
515 E. Musser Street, Suite 300		
Carson City, NV 89701		
RFP NO:	1907	
PROPOSAL COMPONENT:	PART II – COST	
PROPOSAL OPENING DATE:	April 4, 2011	
PROPOSAL OPENING TIME:	2:00 PM	
FOR:	Wireless Voice Service, Wireless Data	
	Service, Accessories and Equipment	
VENDOR'S NAME:	Cellco Partnership d/b/a	
	Verizon Wireless	

9.6.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Teri Smith		
State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300		
RFP NO:	1907	



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PROPOSAL COMPONENT:	PART III – CONFIDENTIAL
	FINANCIAL INFORMATION
PROPOSAL OPENING DATE:	April 4, 2011
PROPOSAL OPENING TIME:	2:00 PM
FOR:	Wireless Voice Service, Wireless Data
	Service, Accessories and Equipment
VENDOR'S NAME:	Cellco Partnership d/b/a
	Verizon Wireless

Verizon Wireless Response:

Noted and Understood.

Deadline for submission and opening for proposal updated in Amendment #2, date March 22, 2011 to reflect a new date of April 4, 2011.

10. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal response.

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria:
 - Reasonableness of cost
 - Demonstrated competence
 - Experience in performance of comparable engagements
 - Conformance with the terms of this RFP
 - Expertise and availability of key personnel

Note: Financial stability will be scored on a pass/fail basis

• Presentations – Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable. The State, at its option, may limit participation in vendor presentations based on scoring. NOTE: The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposal.

Proposals shall be kept confidential until a contract is awarded.

10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other



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information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5).

- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 10.4 Clarification discussions may, at the state's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (refer to NRS §333.700).

Verizon Wireless Response: Noted and Understood.



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11. TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on *Attachment B1, Technical Proposal Certification of Compliance.* In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at <u>http://purchasing.state.nv.us</u>.
- 11.1.5 The failure to separately package and clearly mark *Part I B and Part III* which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders a proposal non-responsive.
- 11.1.7 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).



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- 11.1.9 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFP shall be given, in detail, along with any additional informational documents that are appropriately marked.
- 11.1.11 Alterations, modifications, or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.1.12 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 Proposals from employees of the State of Nevada will be considered if they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(2).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.



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11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS \$333.370 and Chapter 333 of the Nevada Administrative Code.

Verizon Wireless Response: Noted and Understood.

11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on *Attachment B1, Technical Proposal Certification of Compliance.* In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.2.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.
- 11.2.2 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.3 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.4 Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the attached Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described within this RFP.



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The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 11.2.5 The State will not be liable for Federal, State, or Local excise taxes per NRS §372.325.
- 11.2.6 Attachment B1 and Attachment B2 of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered.
- 11.2.7 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.8 Local governments (as defined in NRS §332.015), are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.2.9 Any person who requests or who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 11.2.10 Pursuant to NRS §613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of



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compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

Verizon Wireless Response:

Noted and Understood.

11.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on *Attachment B1, Technical Proposal Certification of Compliance.* In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B1. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.3.1 Award of Related Contracts
 - 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
 - 11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.3.2 Products and/or Alternatives

- 11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.
- 11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.



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- 11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFP requirement.
- 11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

- 11.3.4 Inspection/Acceptance of Work
 - 11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
 - 11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.
 - 11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 11.3.5 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.3.6 Right to Publish

No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the State.

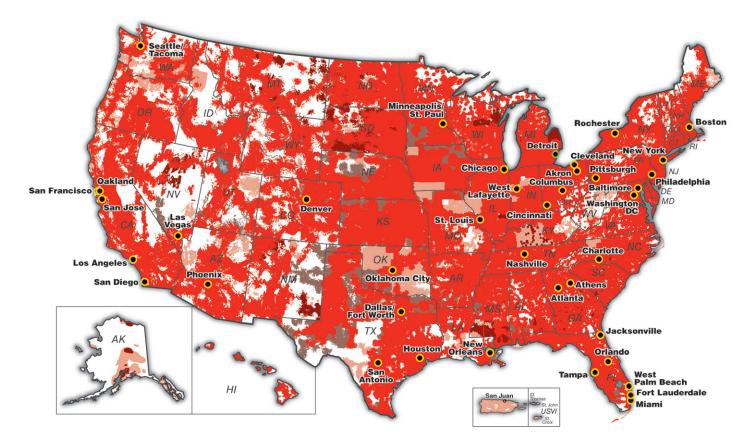
Verizon Wireless Response:

Noted and Understood.



THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.

4G LTE Markets and 3G Data Coverage Map - with over 130 additional 4G LTE markets launching in 2011.



4G Markets and 3G Data Coverage Map

Мар Кеу	Enhanced Services				
🔵 4G Market		3G/4G	1X	3G Ext	1X Ext
Future 4G Market	Mobile Broadband	1		1	
	NationalAccess		~		1
3G Data Coverage	V CAST - Video/Music	1		1	
1X Data Coverage	Email/Web/Messaging	 Image: A second s	~	1	1
	VZ Navigator/Family Locator	1	1		
Extended 3G Data Coverage	Push to Talk	 Image: A set of the set of the	\checkmark		
	BlackBerry Push to Talk	1	1	1	1
Extended 1X Data Coverage	Prepaid Data	1	1		
Data Coverage Not Available	L				

For an airport list and the most up-to-date list of 4G markets, visit verizonwireless.com/4GLTE

Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even whithin a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See verizonwireless.com/coveragelocator for additional information.

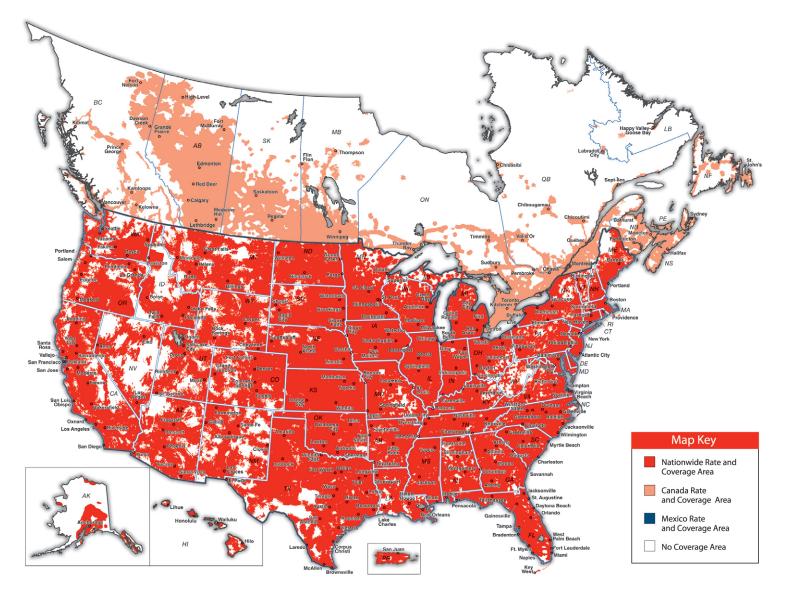
Headset Banner Information

"Extended Network" or "Roaming": Included Features and Optional Services may not be available.



COVERAGE MAP THE SIGNAL. YOURS TO COMMAND.

The network. 80 million strong.



Rate and Coverage Area Map

Verizon Wireless Nationwide. Nationwide Plus Canada and Nationwide Plus Mexico

Find your business specialist today at findmyvzwrep.com.

Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even whithin a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See verizonwireless.com/coveragelocator for additional information.

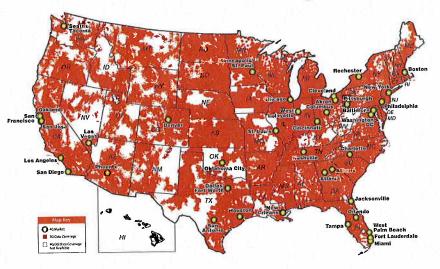
Headset Banner Information "Extended Network" or "Roaming": Included Features and Optional Services may not be available.





THE FASTEST 4G NETWORK IN AMERICA

Verizon National 3G Coverage/4G Markets



AT&T 3G Coverage (No 4G Markets)



Verizon now has 4G service. AT&T doesn't.



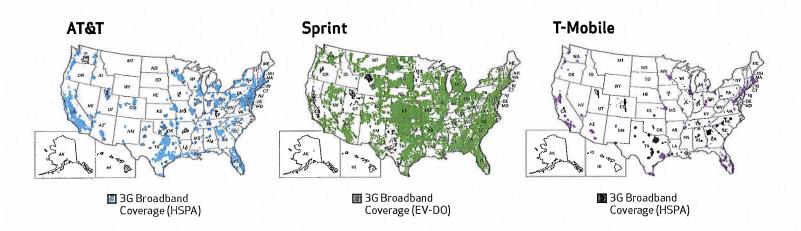
This map is not a guarantee of coverage., contains areas with no service, and is a general prediction of where rates and outdoor coverage apply based on internal data. Wireless service is subject to limitations, particularly near country borders, coverage boundaries and remote areas. Equipment, topography and environmental considerations also affect service, which may vary significantly within buildings. More recent 3G coverage may be available at verizonwireless.com/bbacoverage. LTE is a trademark of ETSI. ©2010 Verizon Wireless.



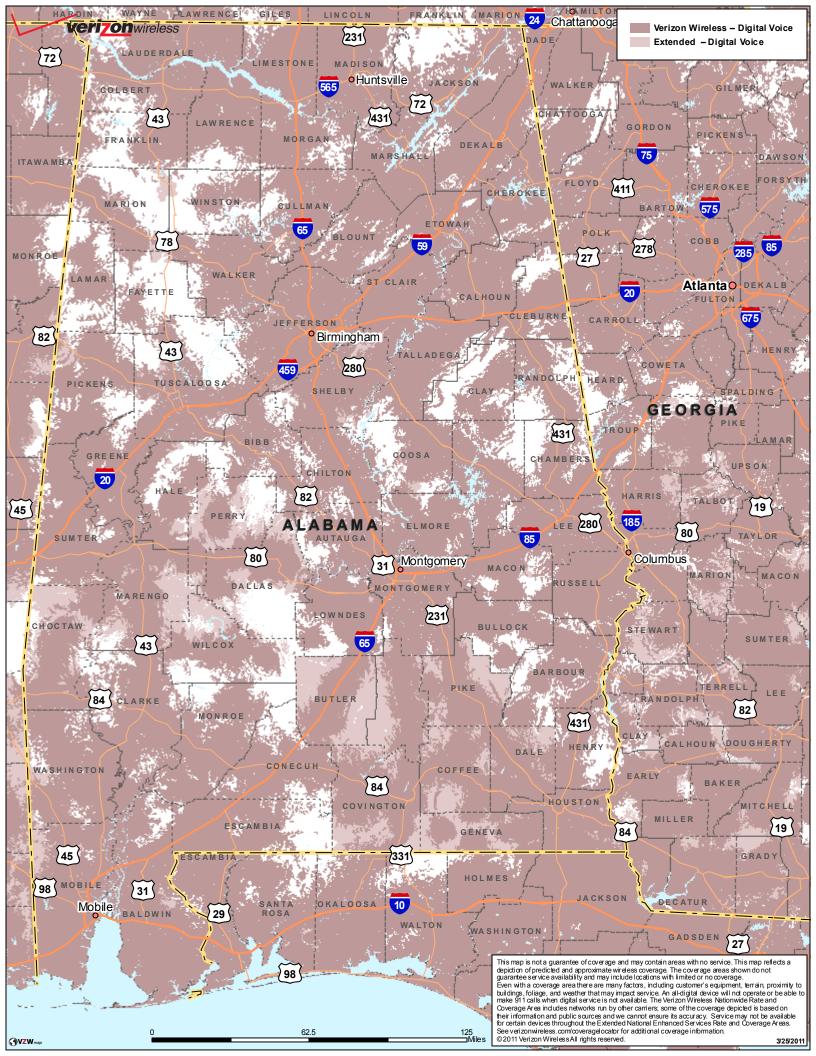
WANT THE MOST 3G COVERAGE IN AMERICA?

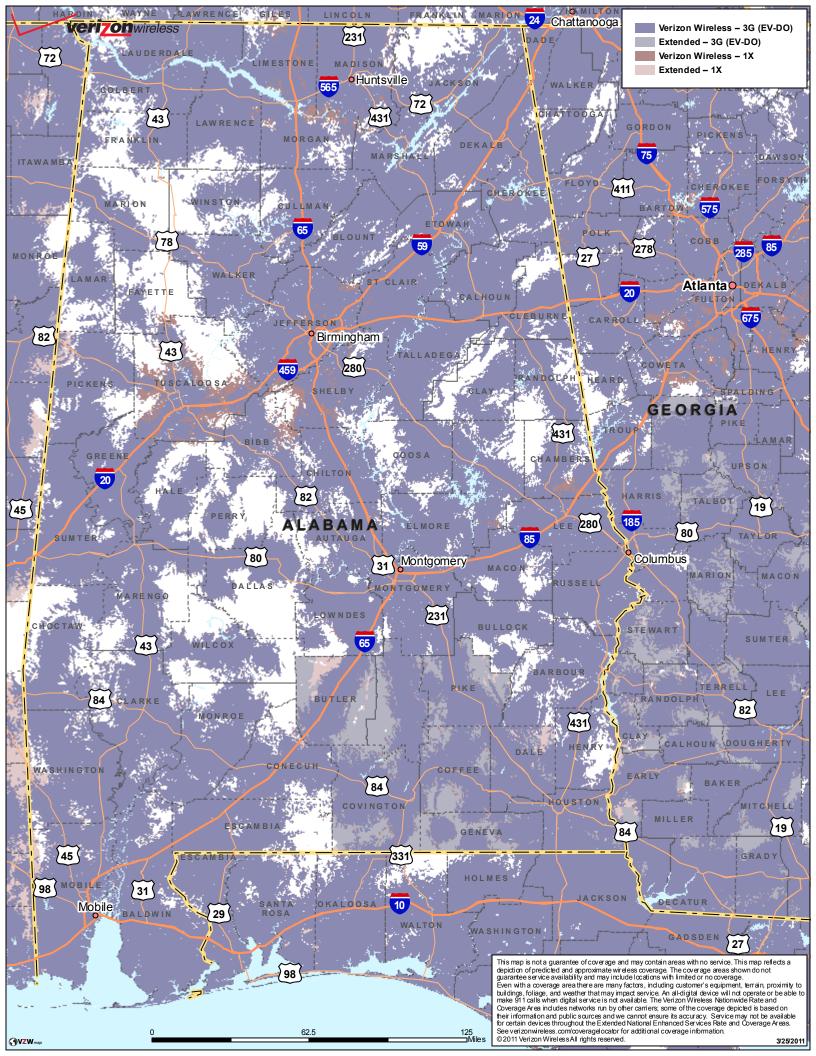
There's A Map For That.

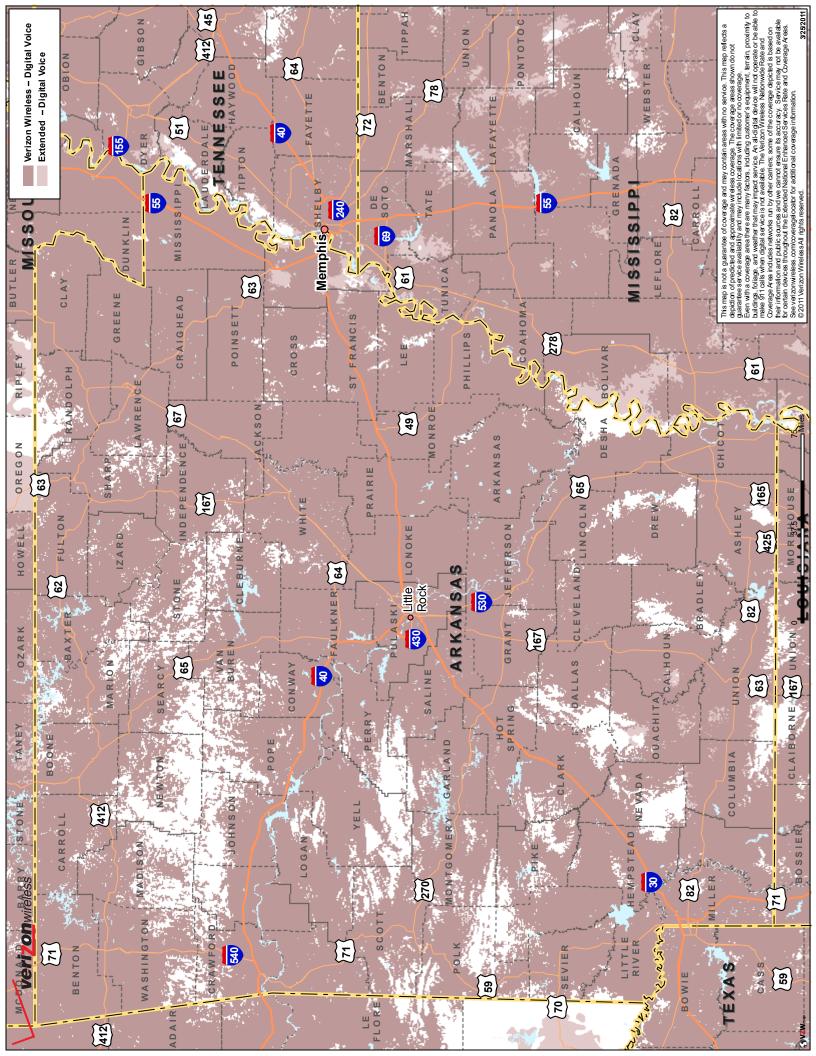
Verizon Wireless

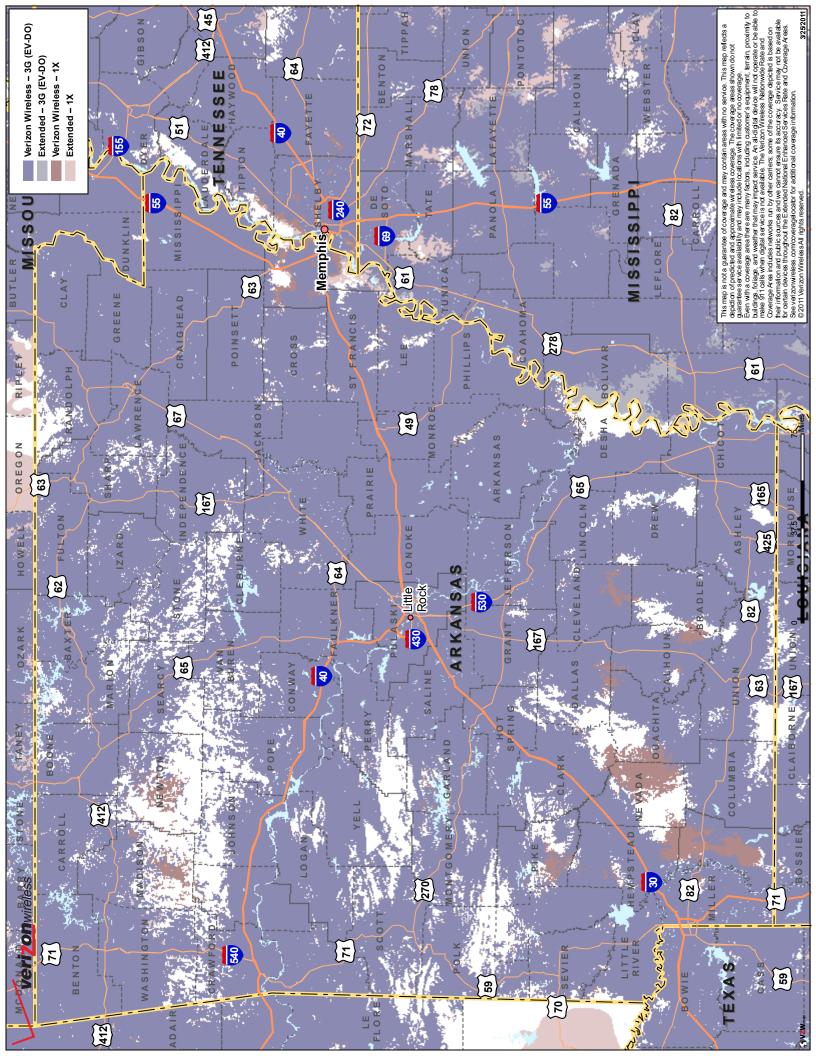


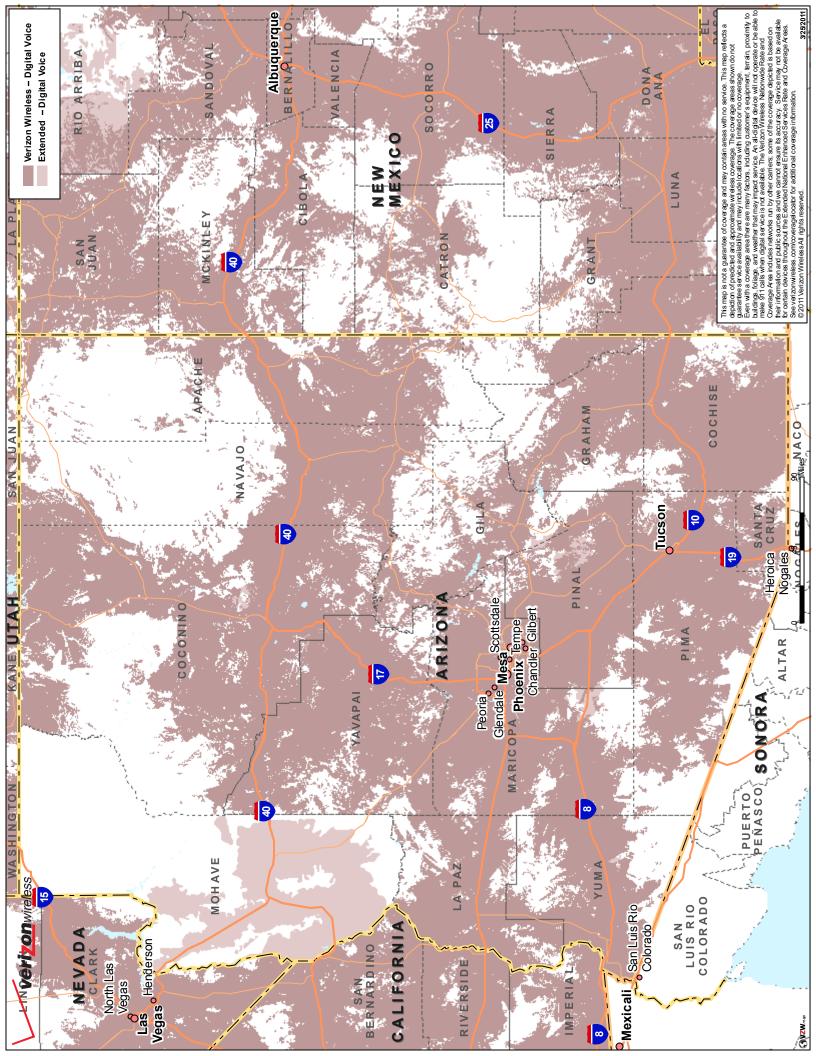
Voice & data service available outside 3G coverage area. The red shows the approximate 3G coverage of Verizon Wireless. The competitors' approximate 3G coverage is from publicly available information gathered prior to February 2010. This does not show exact coverage. Wireless service is subject to network and transmission limitations, particularly near boundaries and in remote areas. Customer device, weather, topography, and other environmental considerations affect service, which may vary significantly in buildings. More recent 3G coverage may be available at verizonwireless.com/bbacoverage, wireless.att.com/coverageviewer, sprint.com/coverage and t-mobile.com/coverage. @2010 Verizon Wireless.

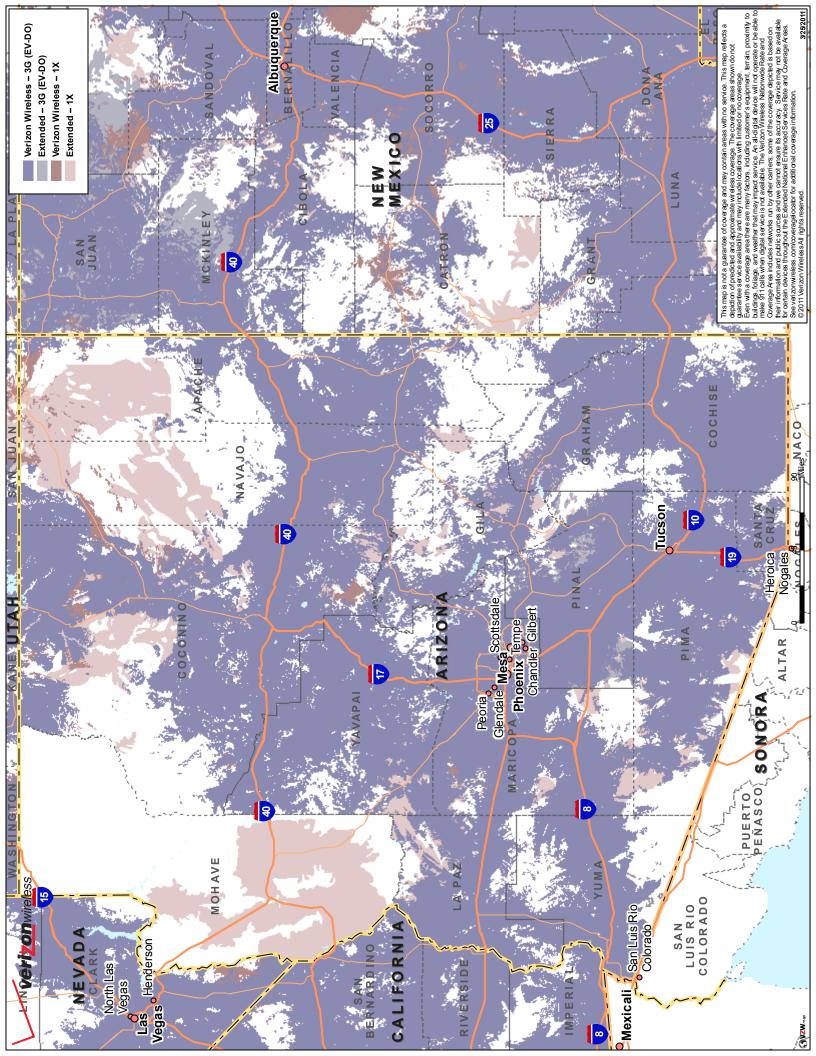


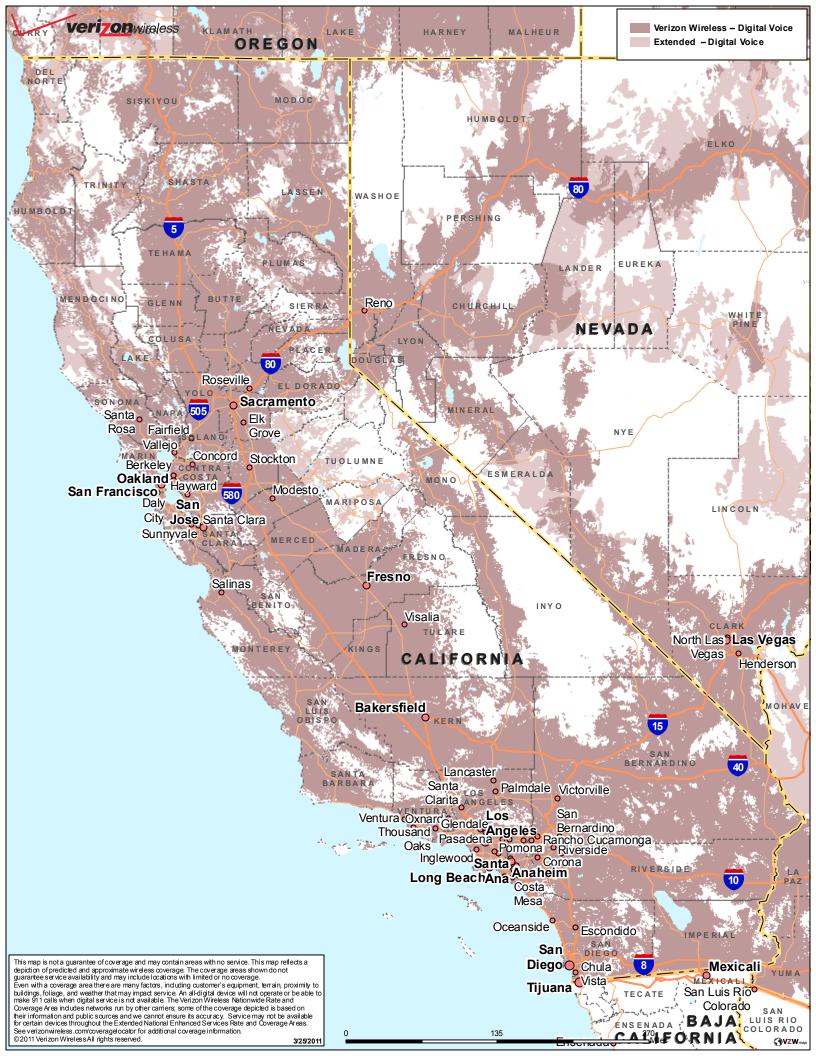


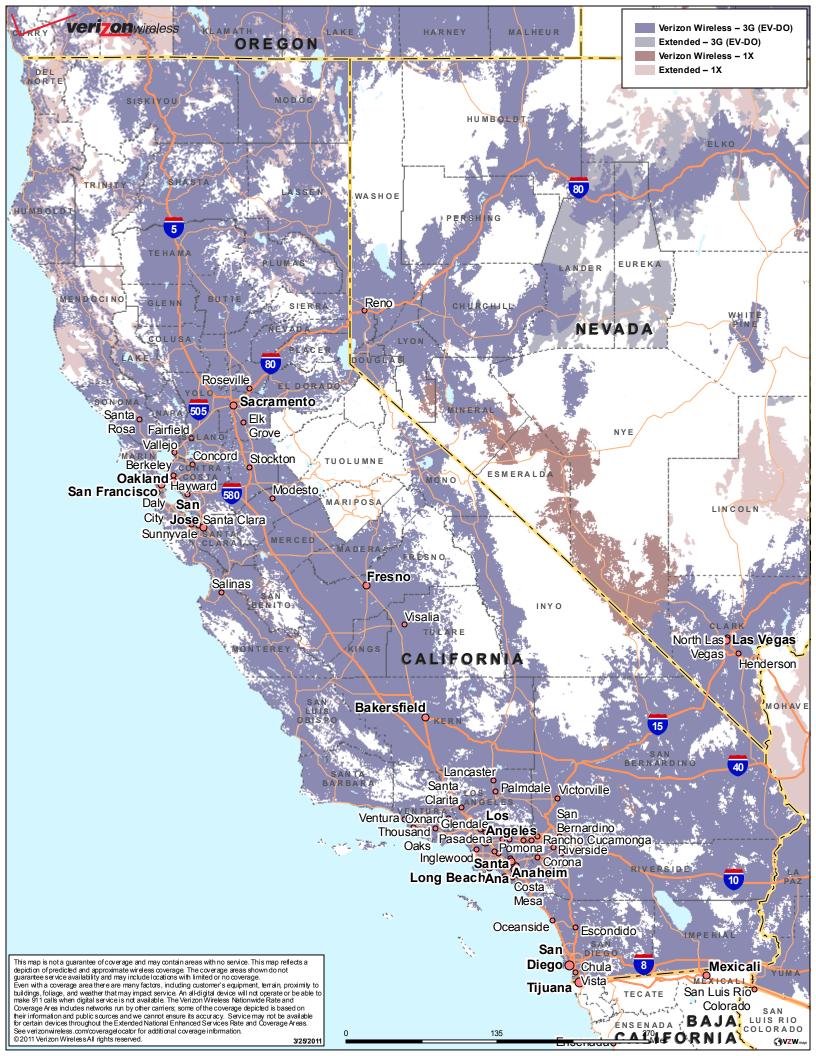


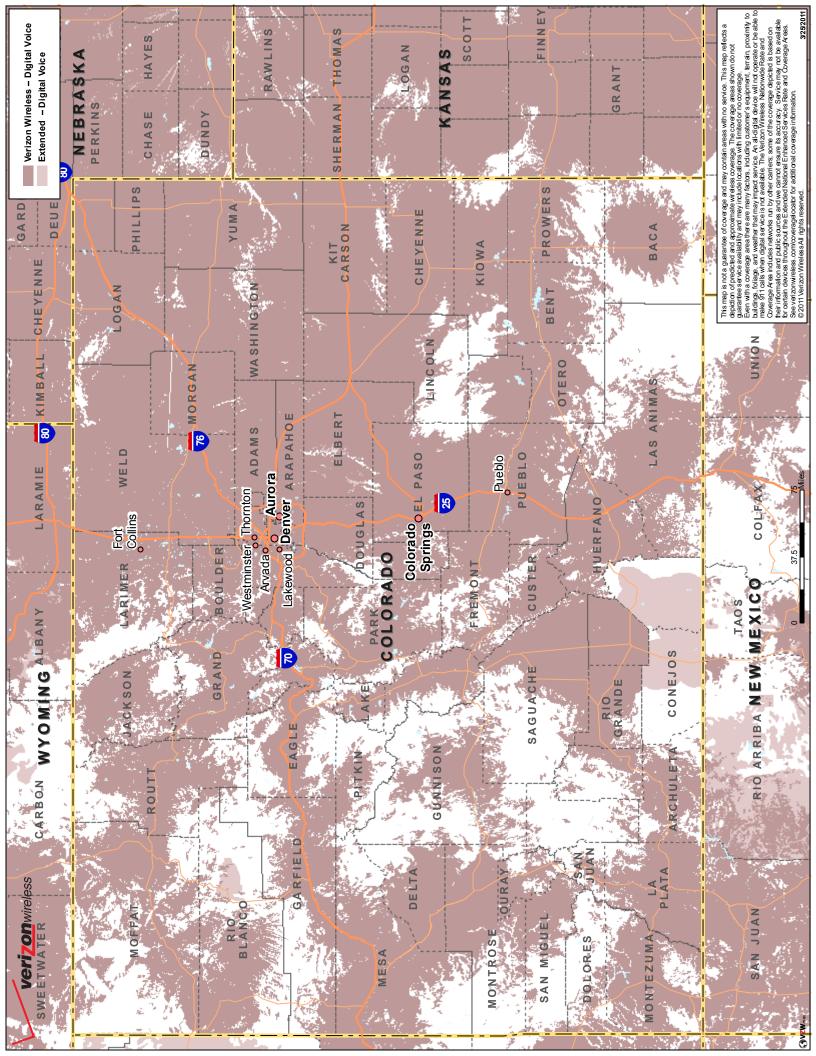


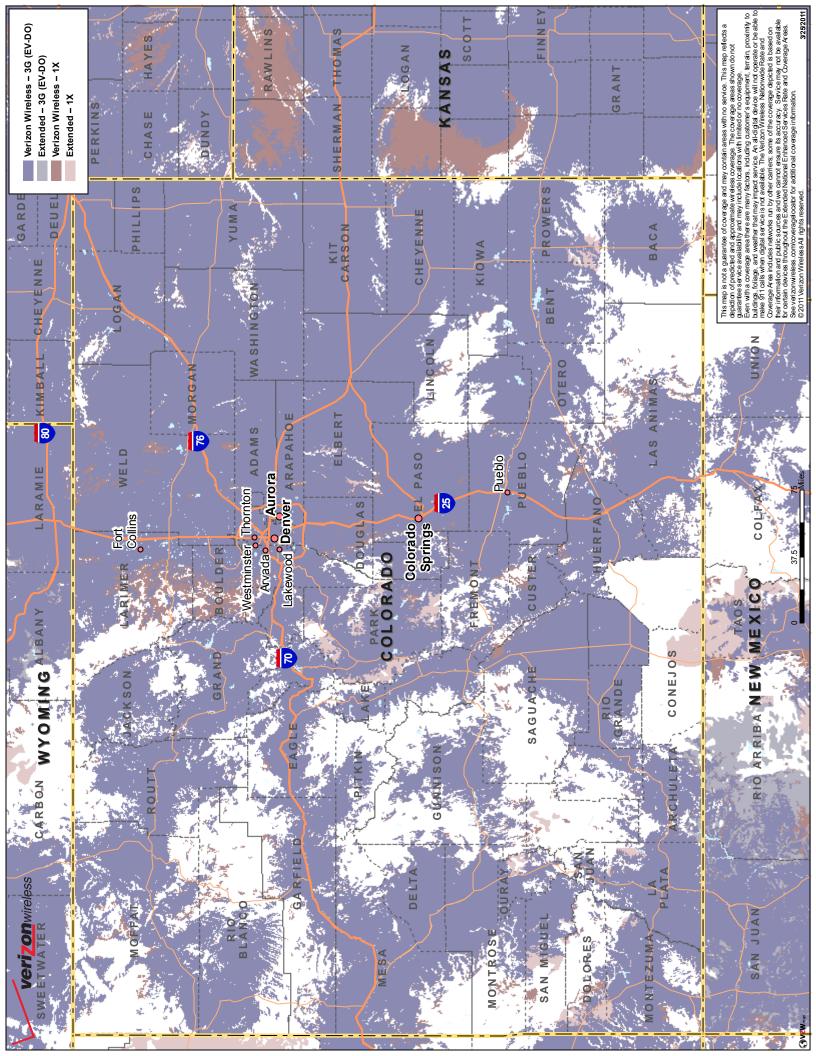


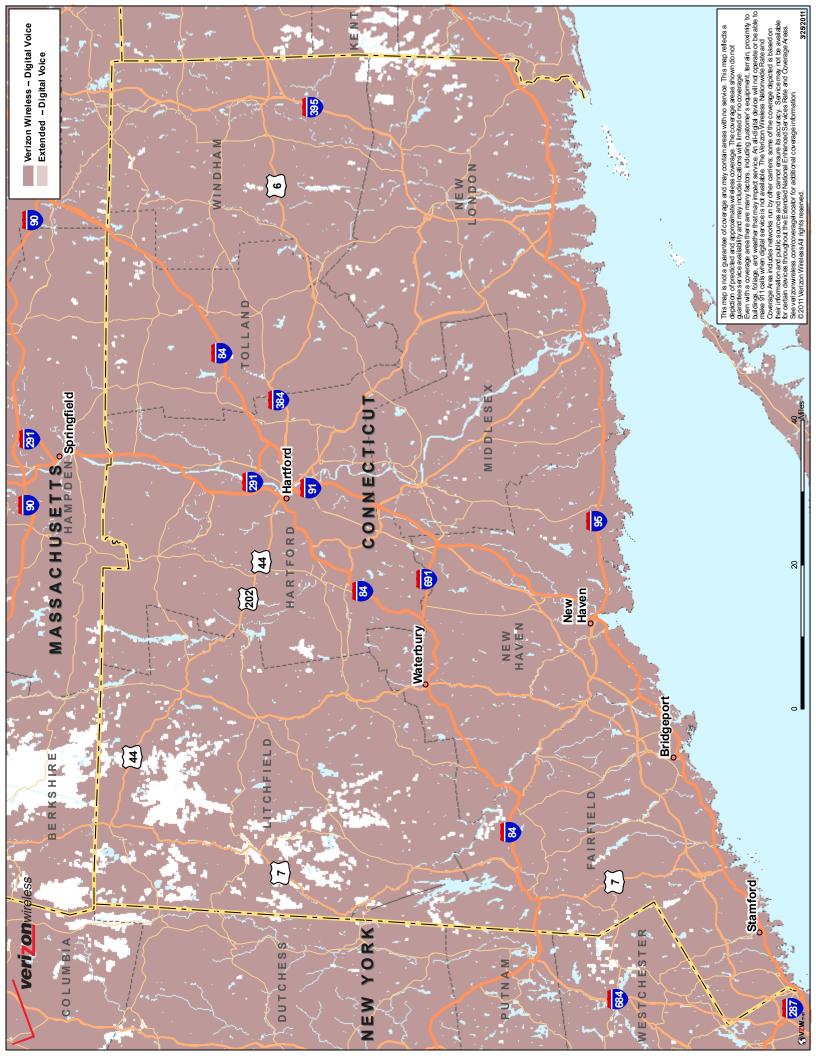


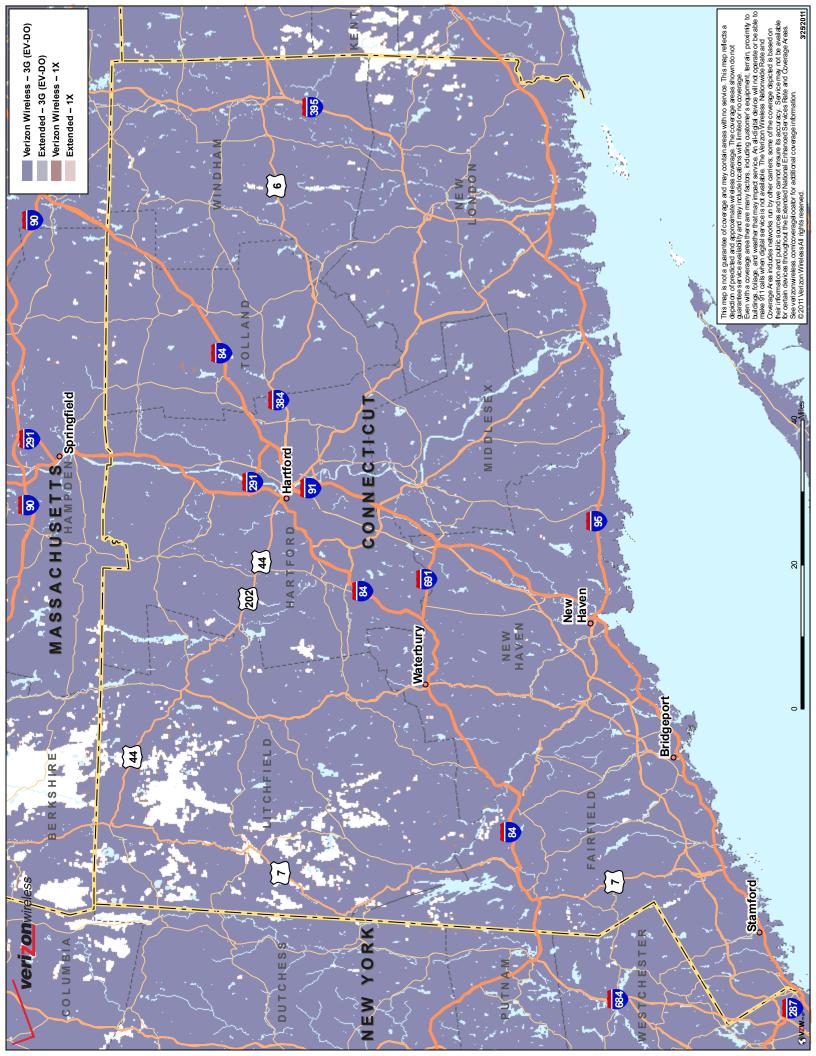


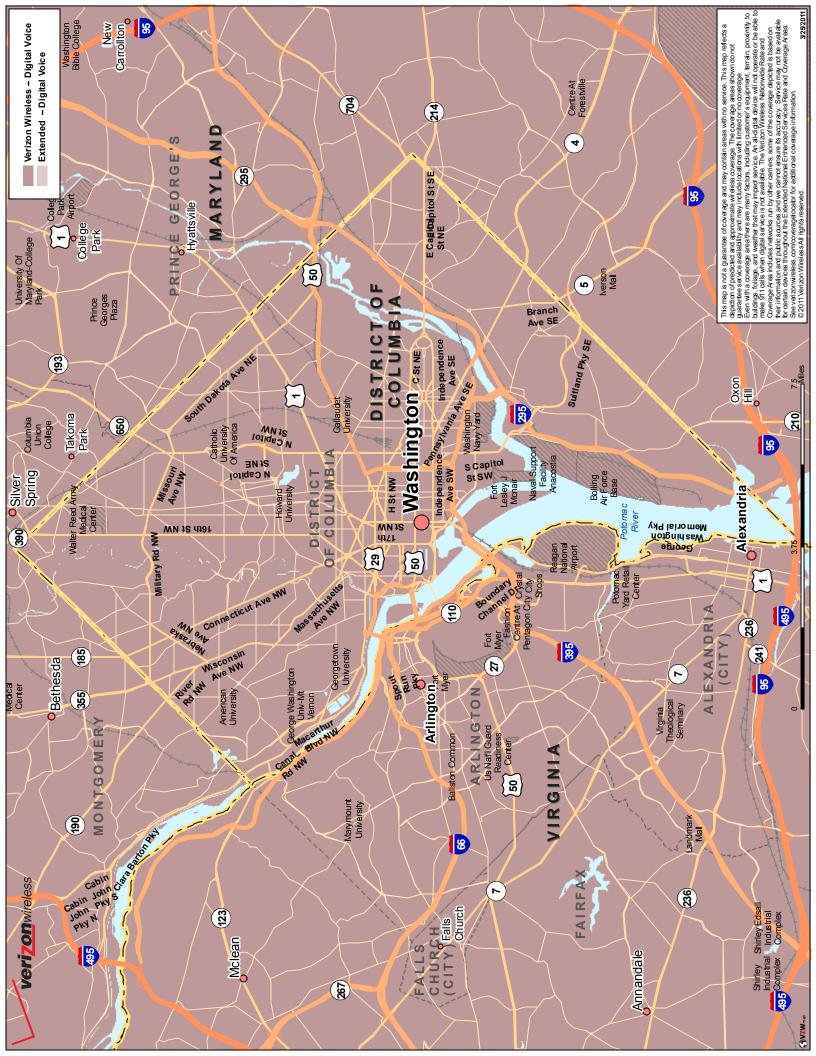


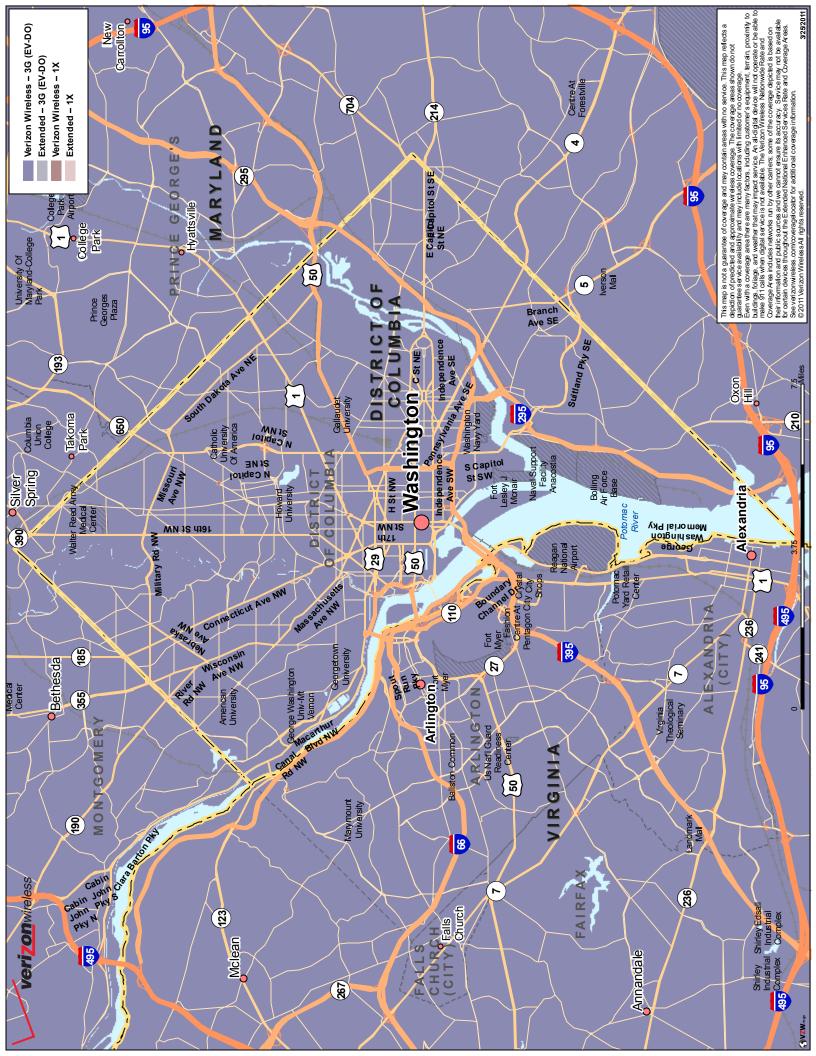


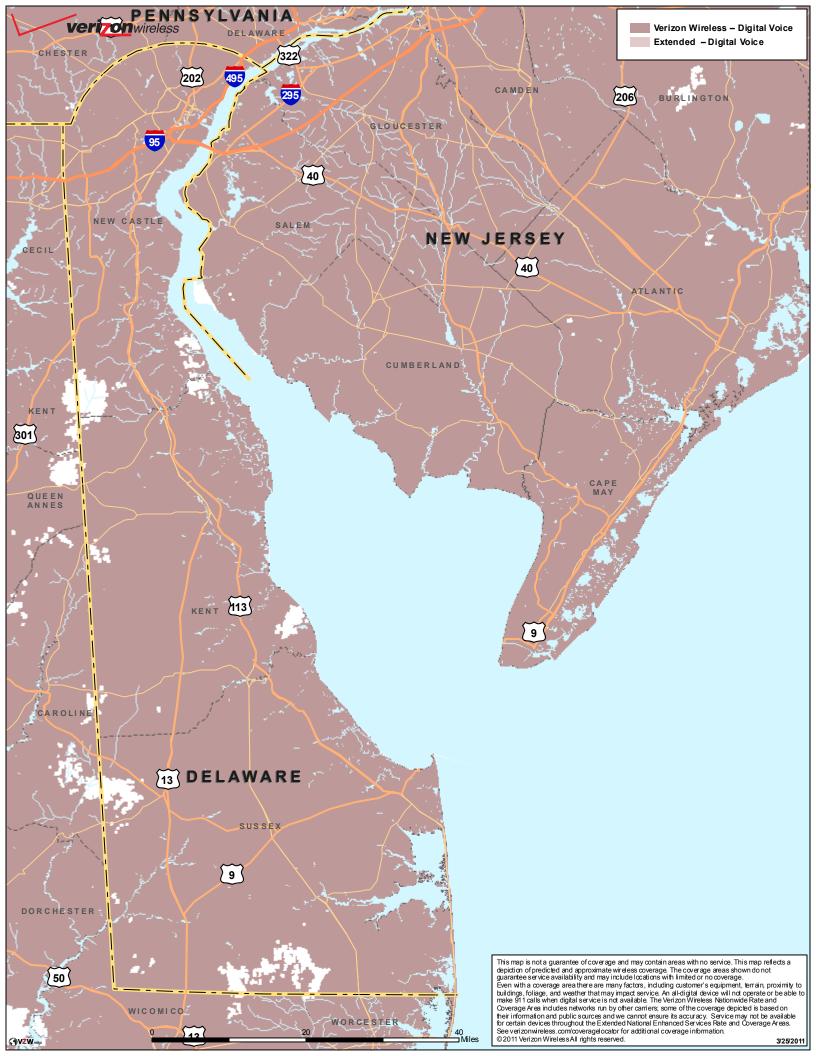


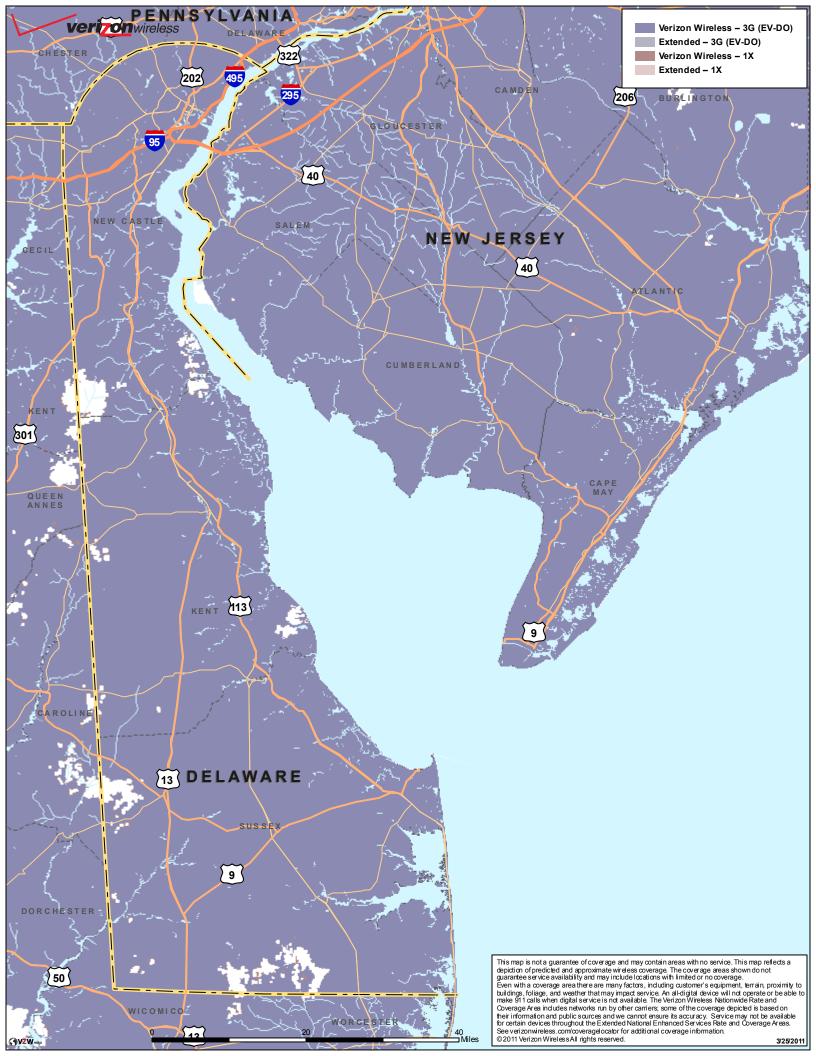


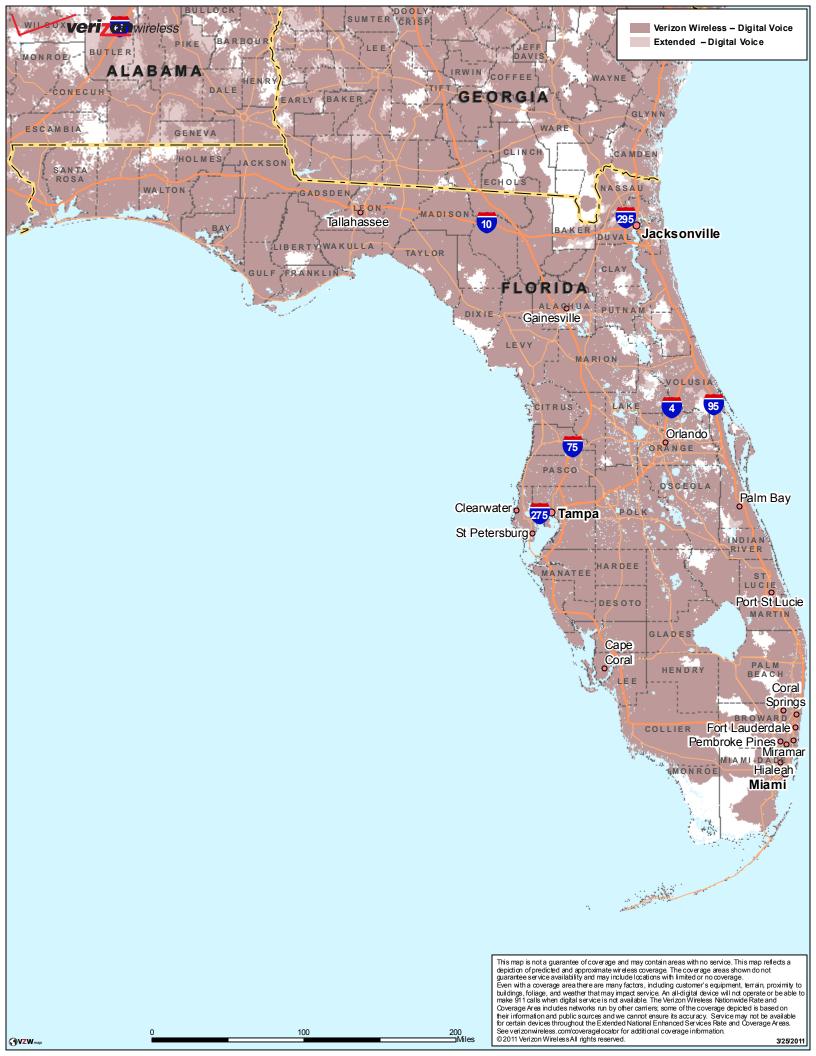


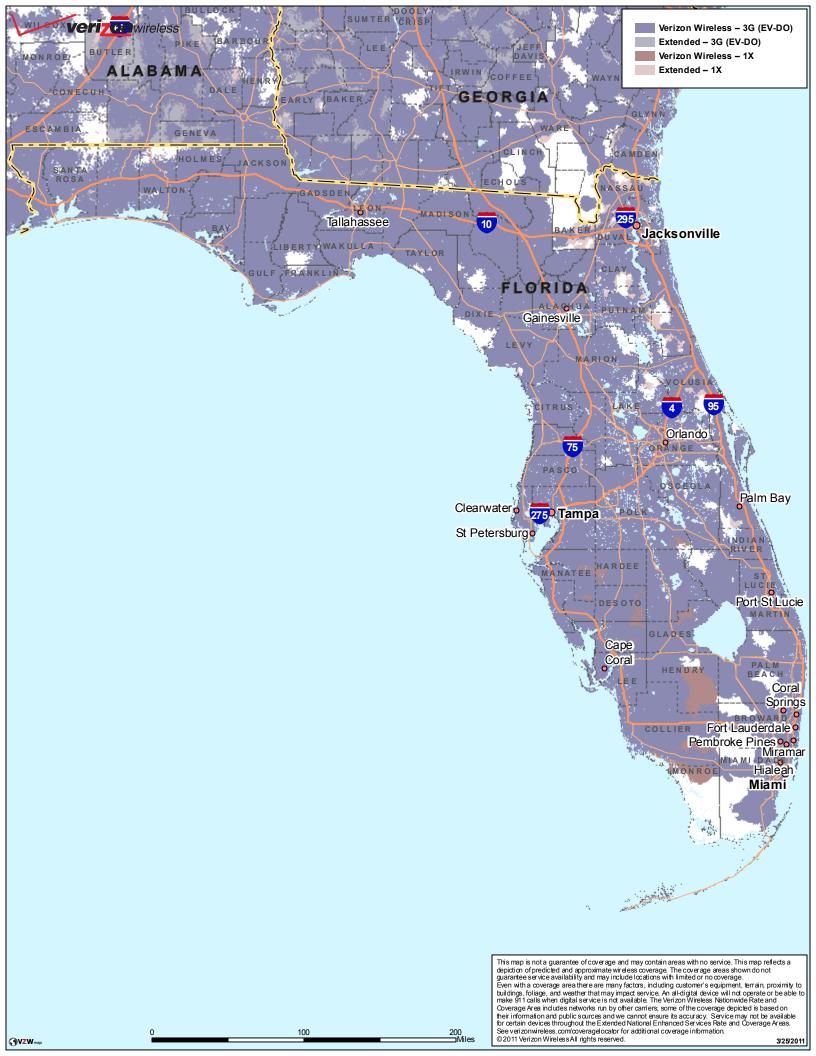


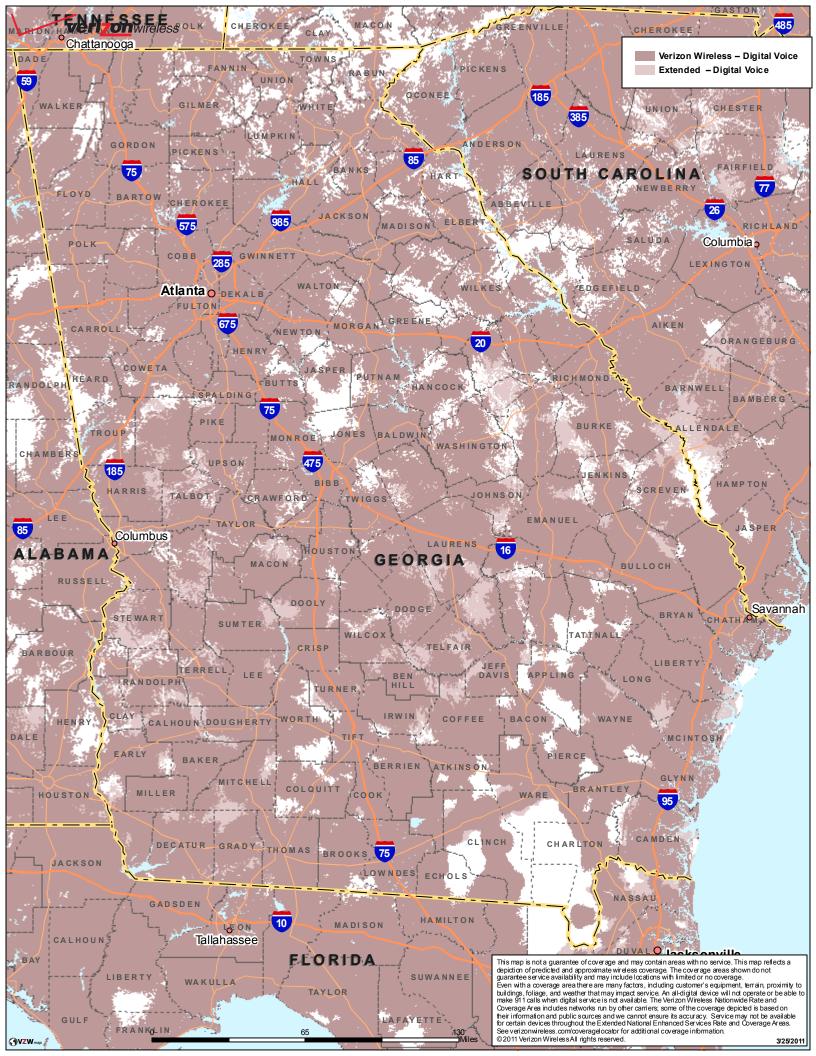


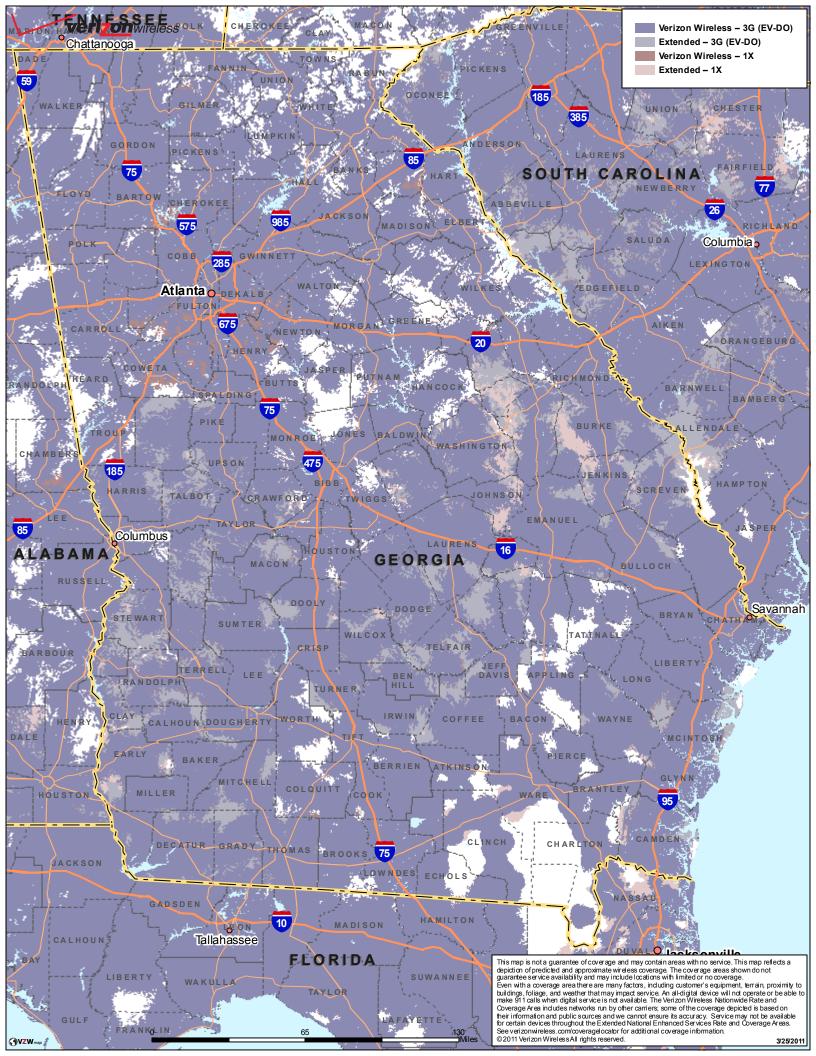


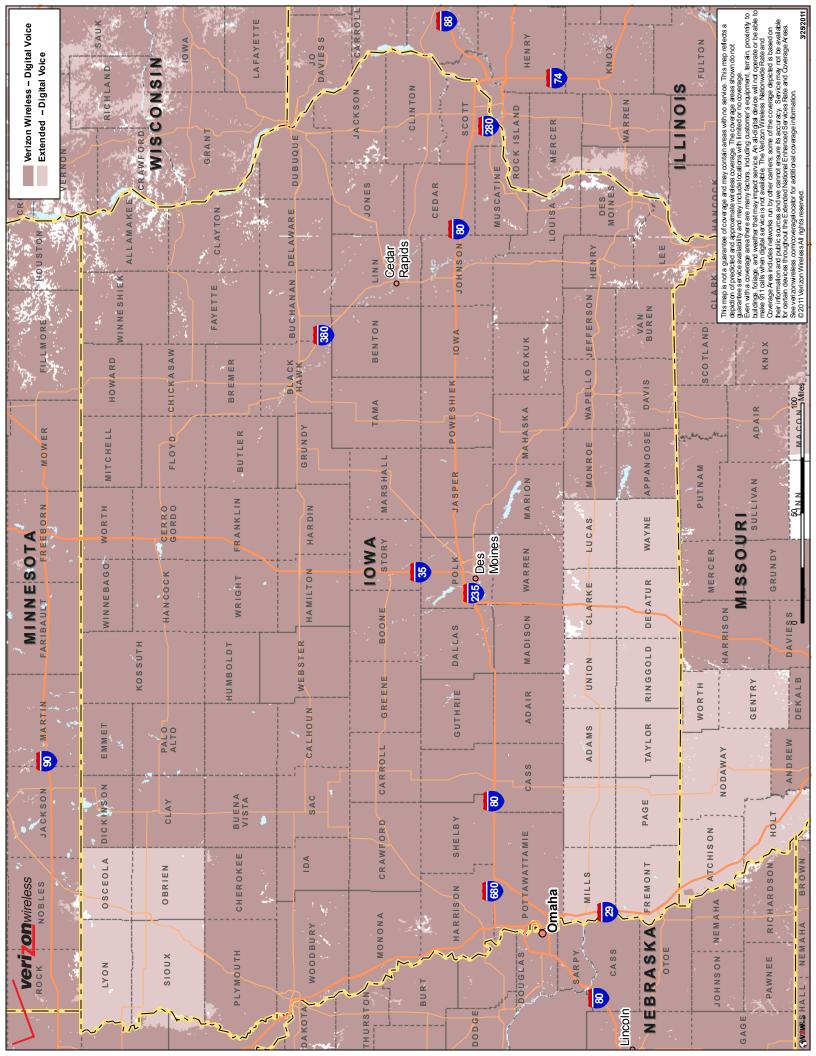


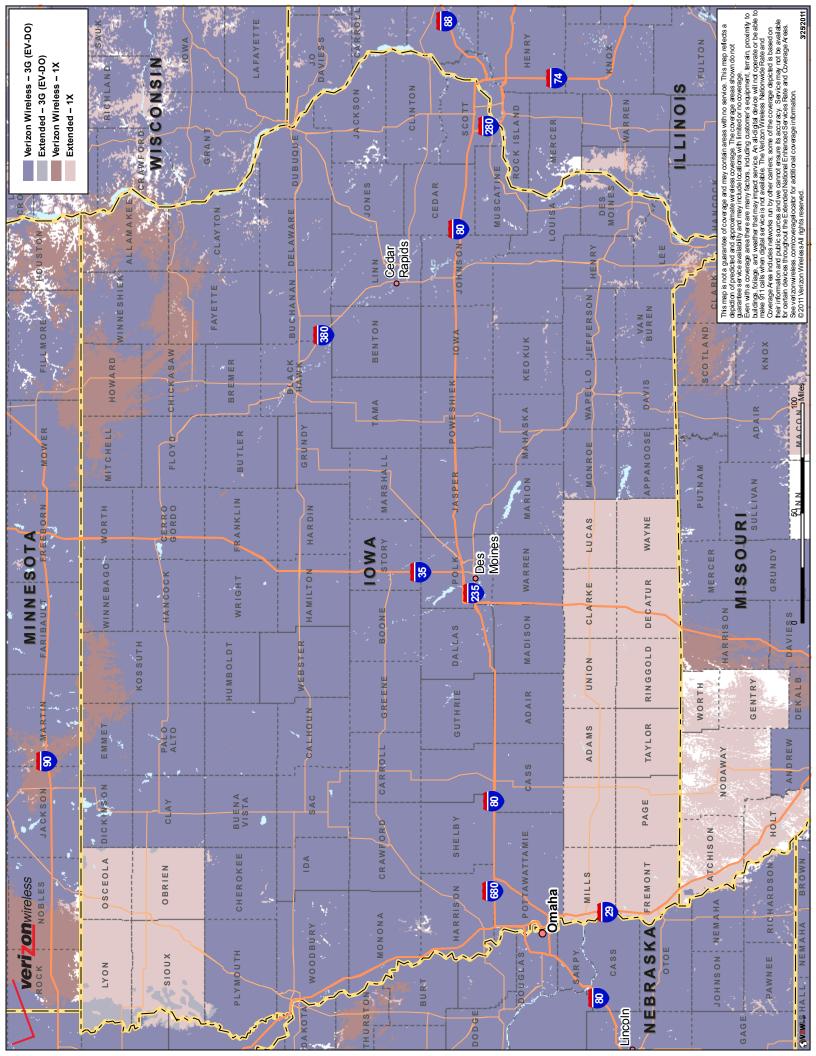


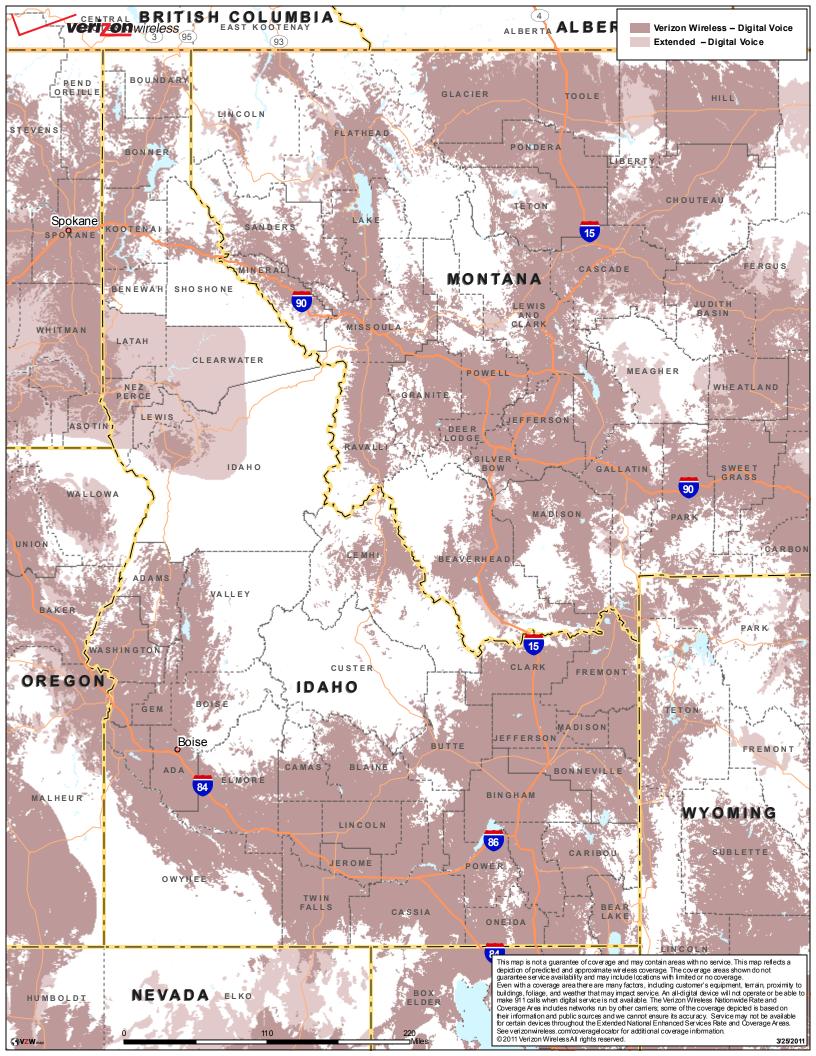


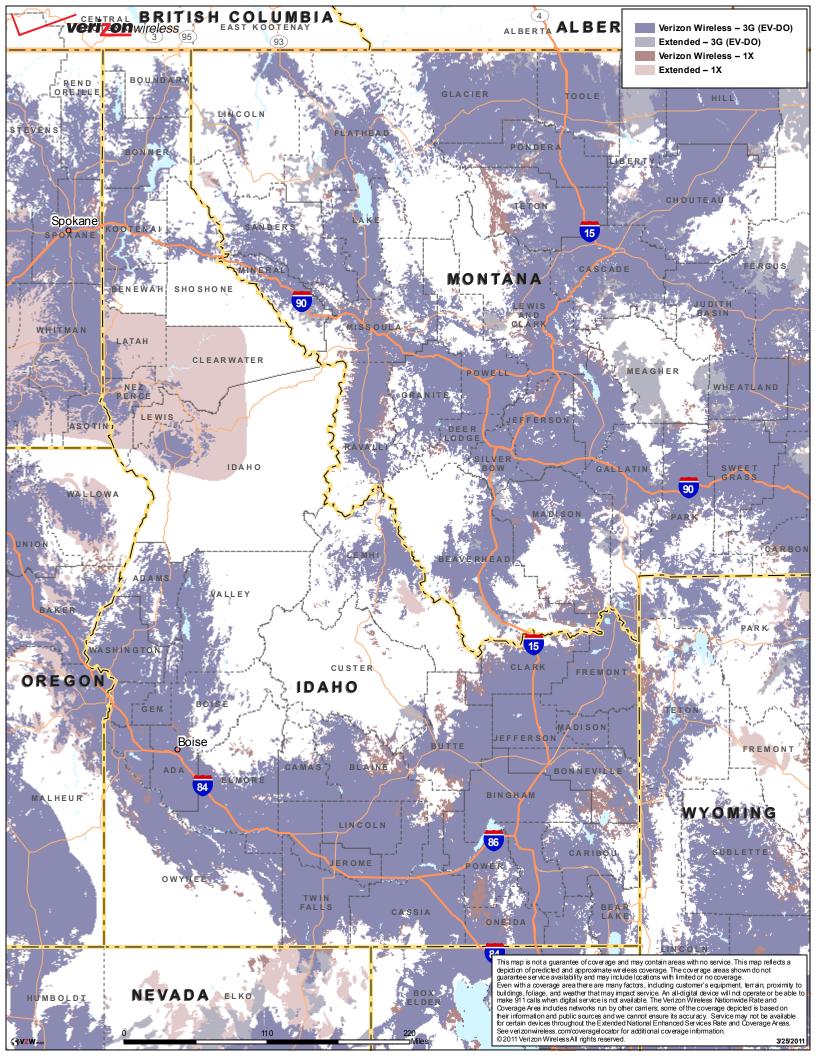


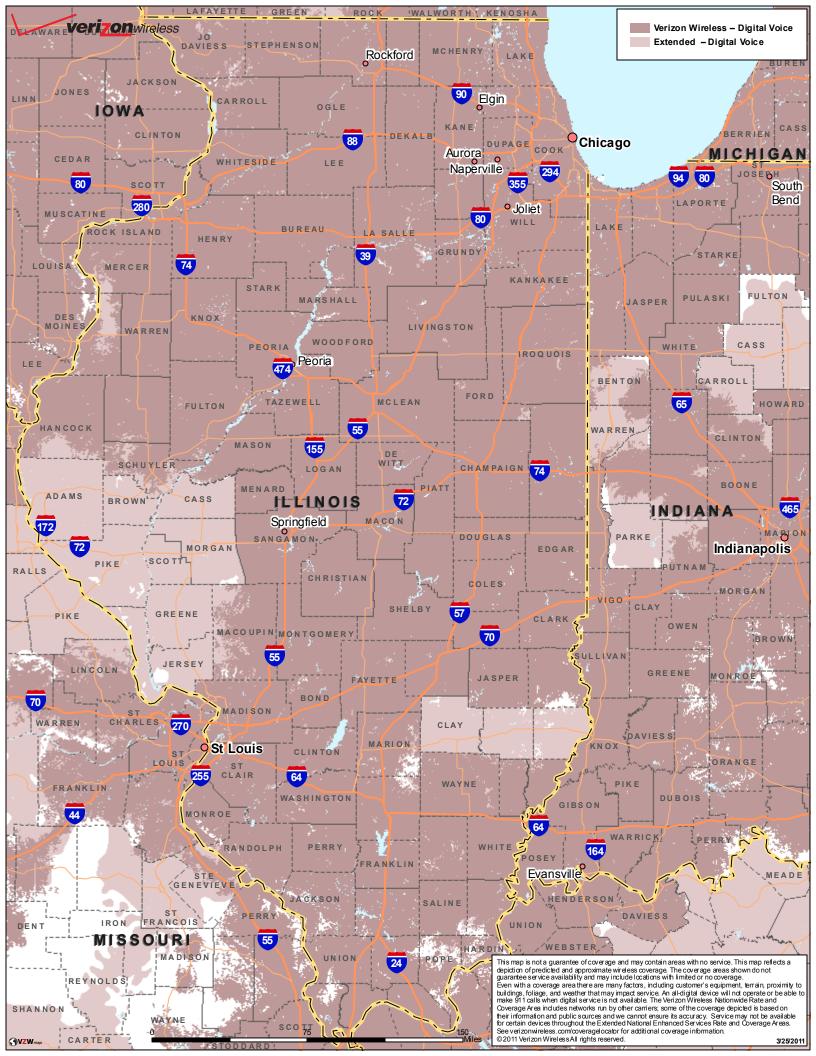


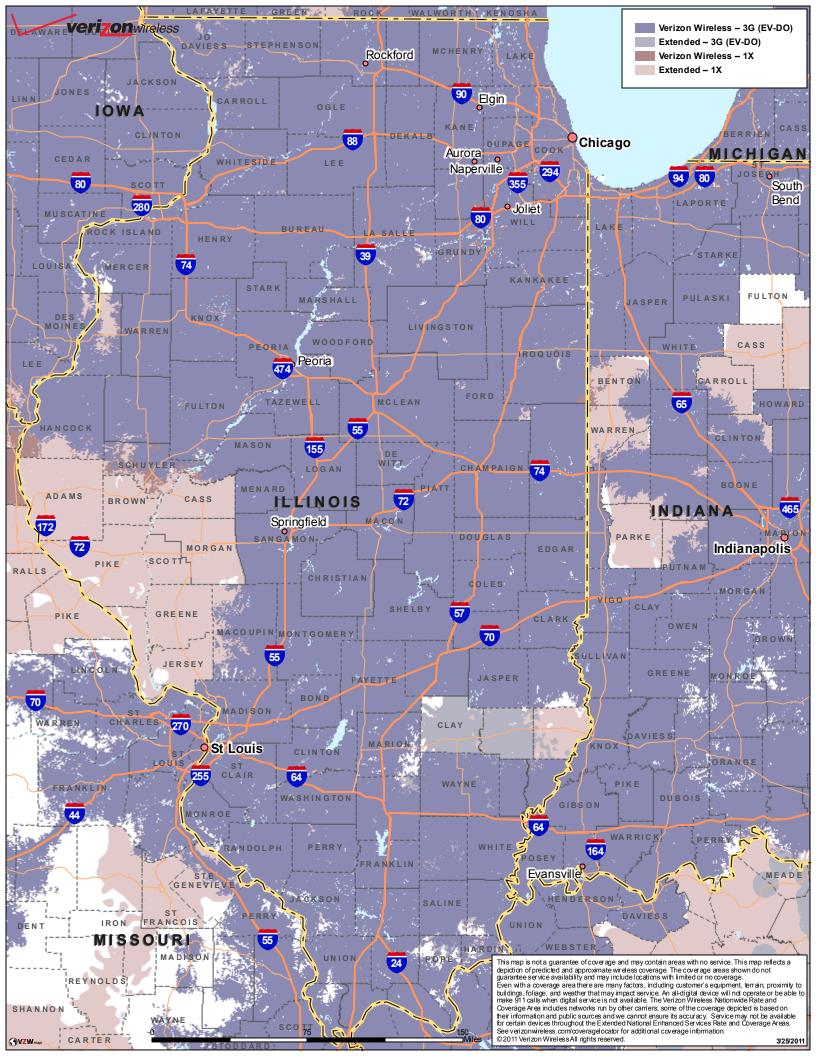


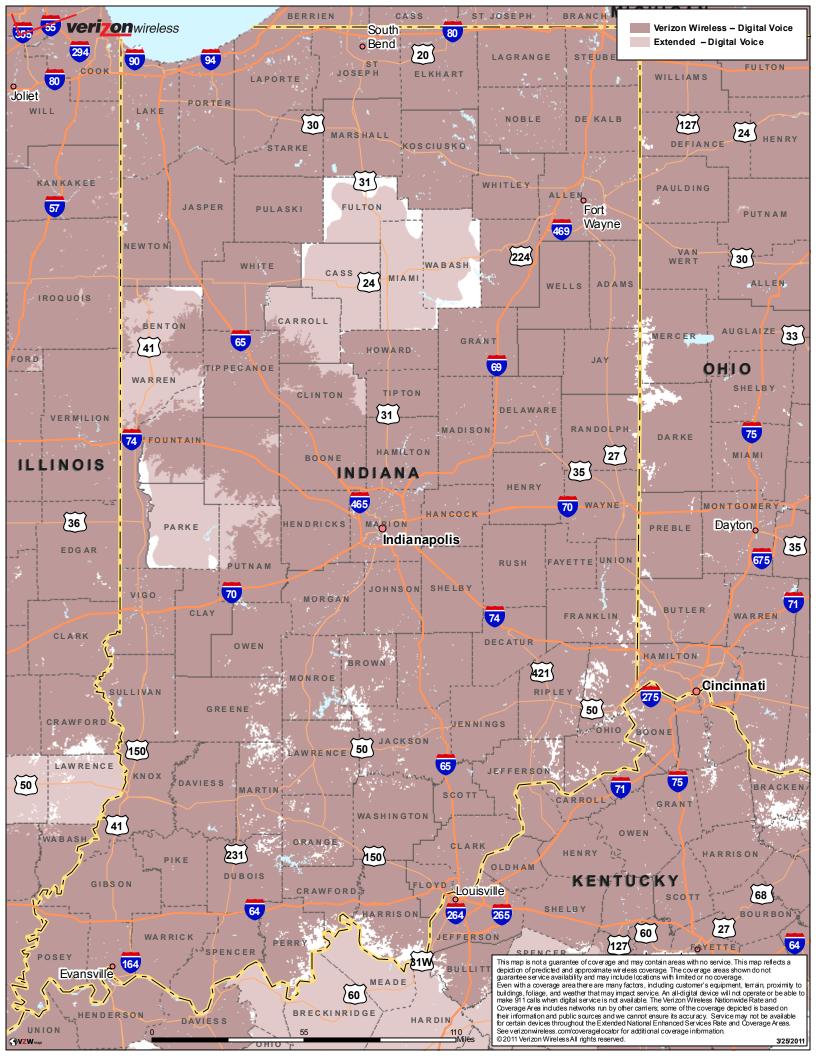


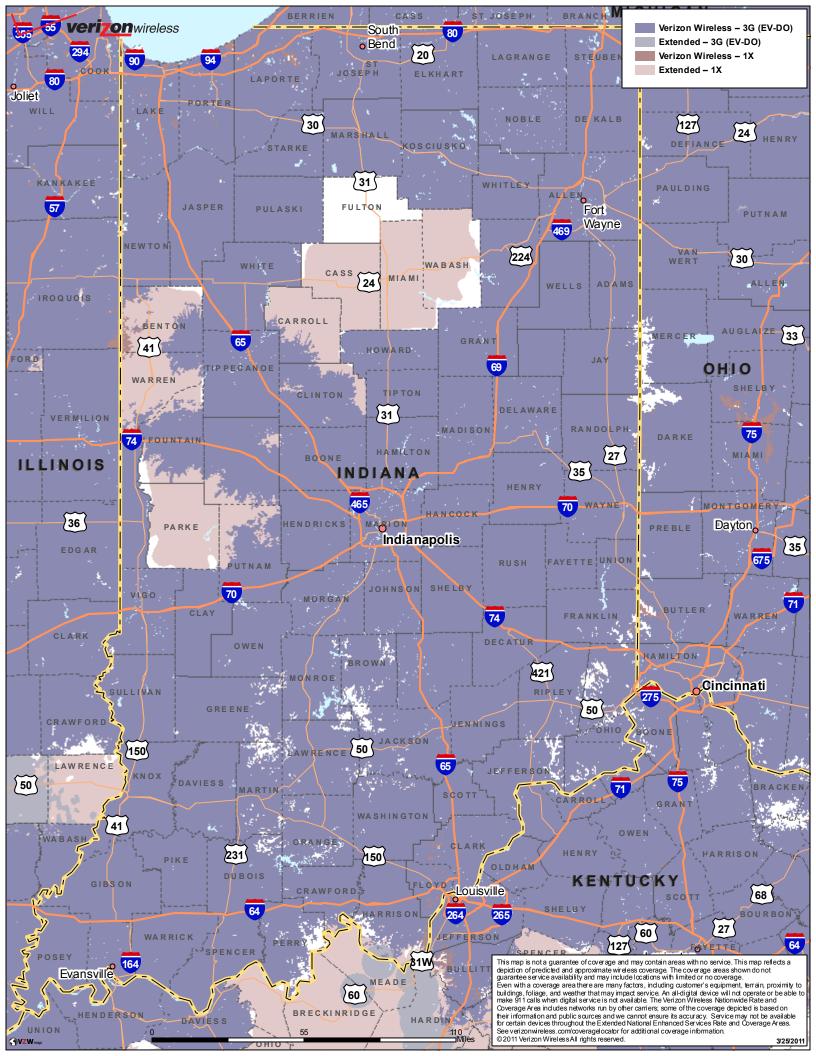


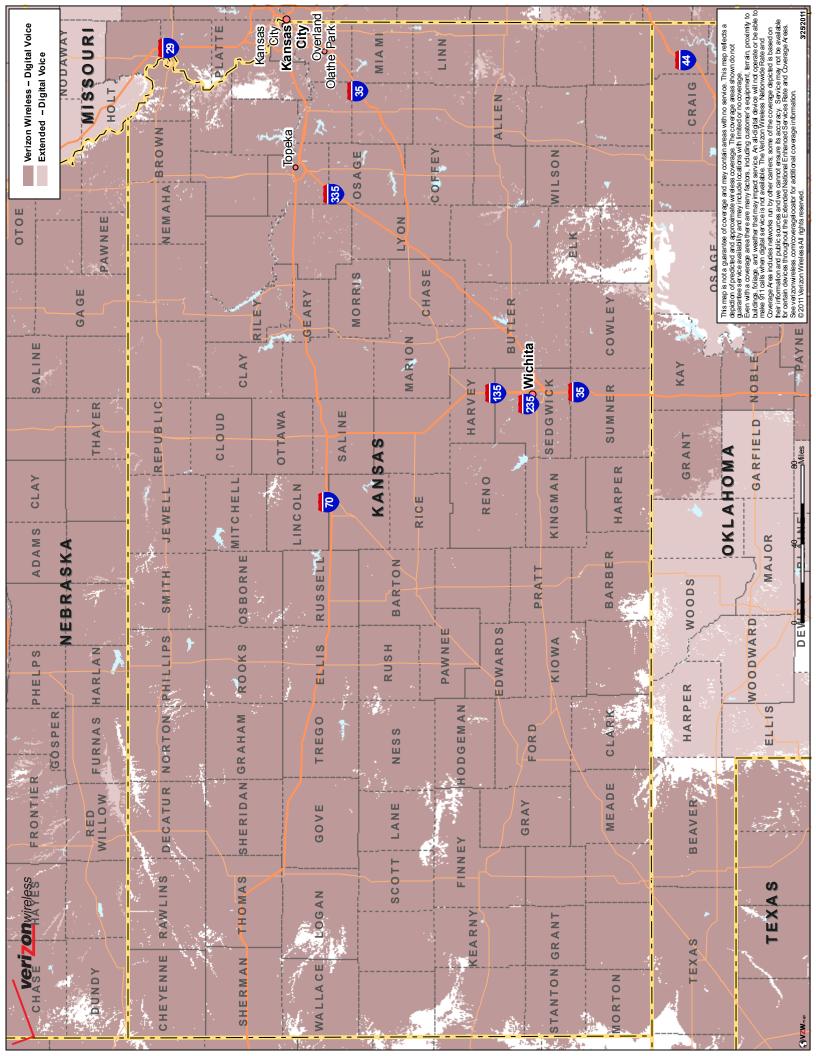


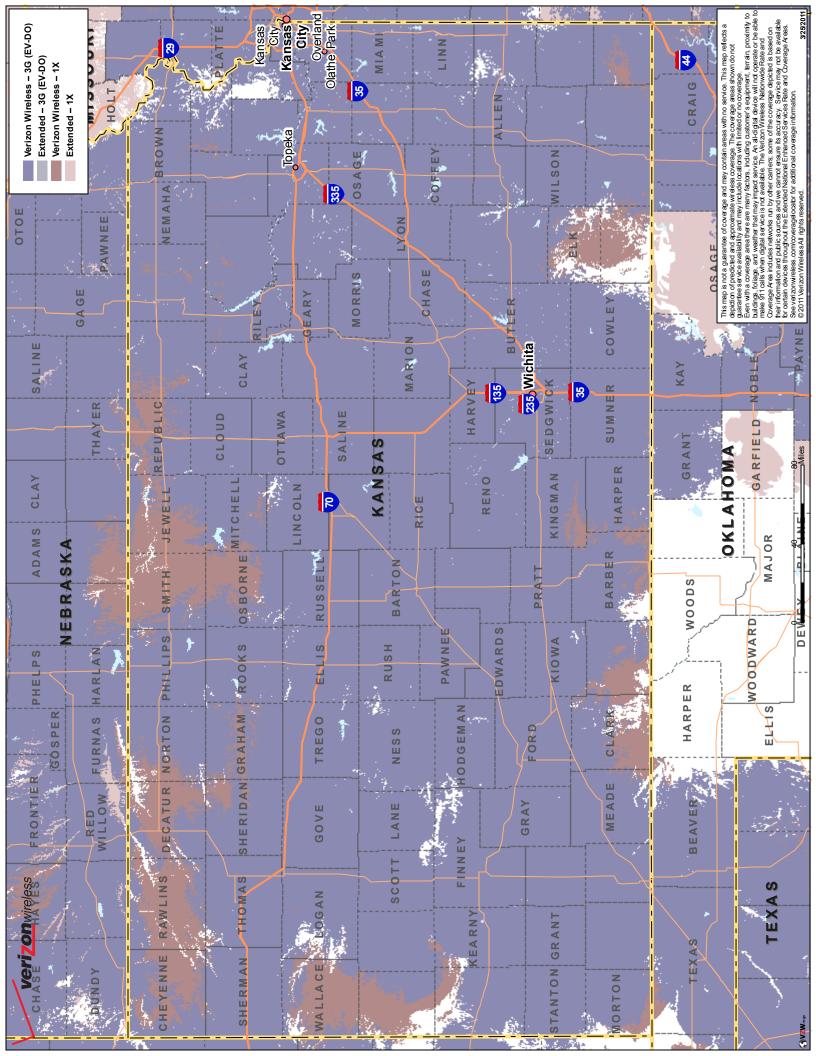


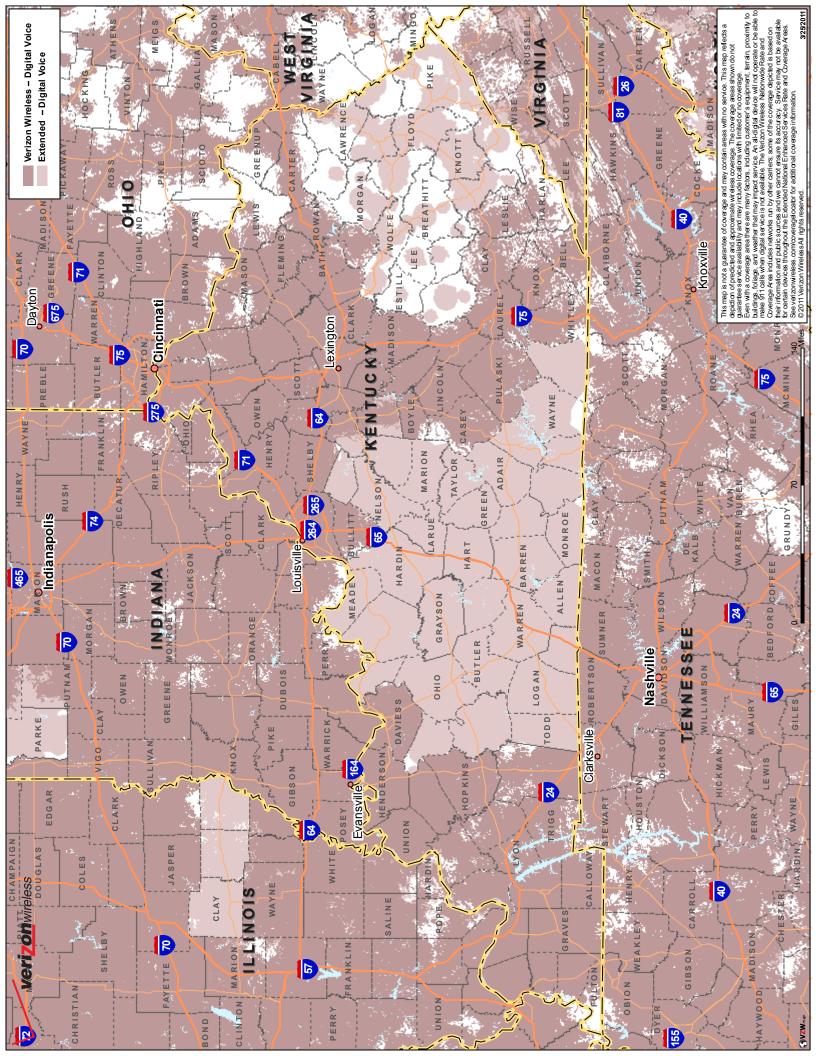


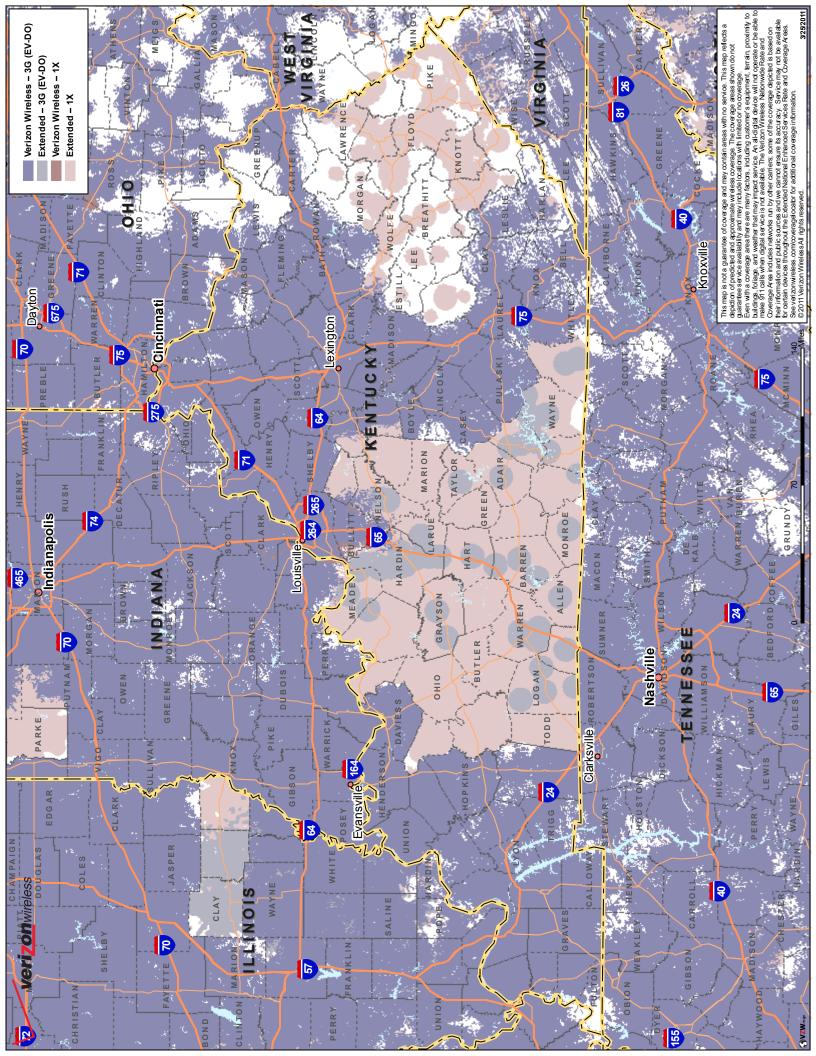


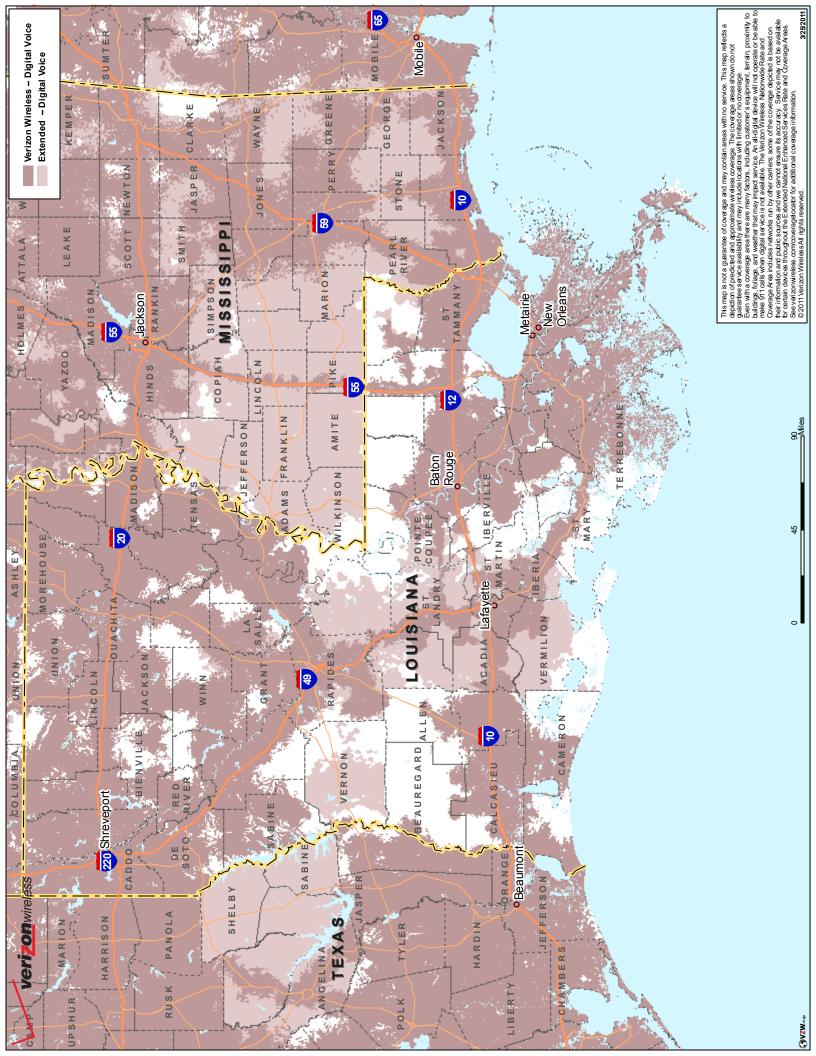


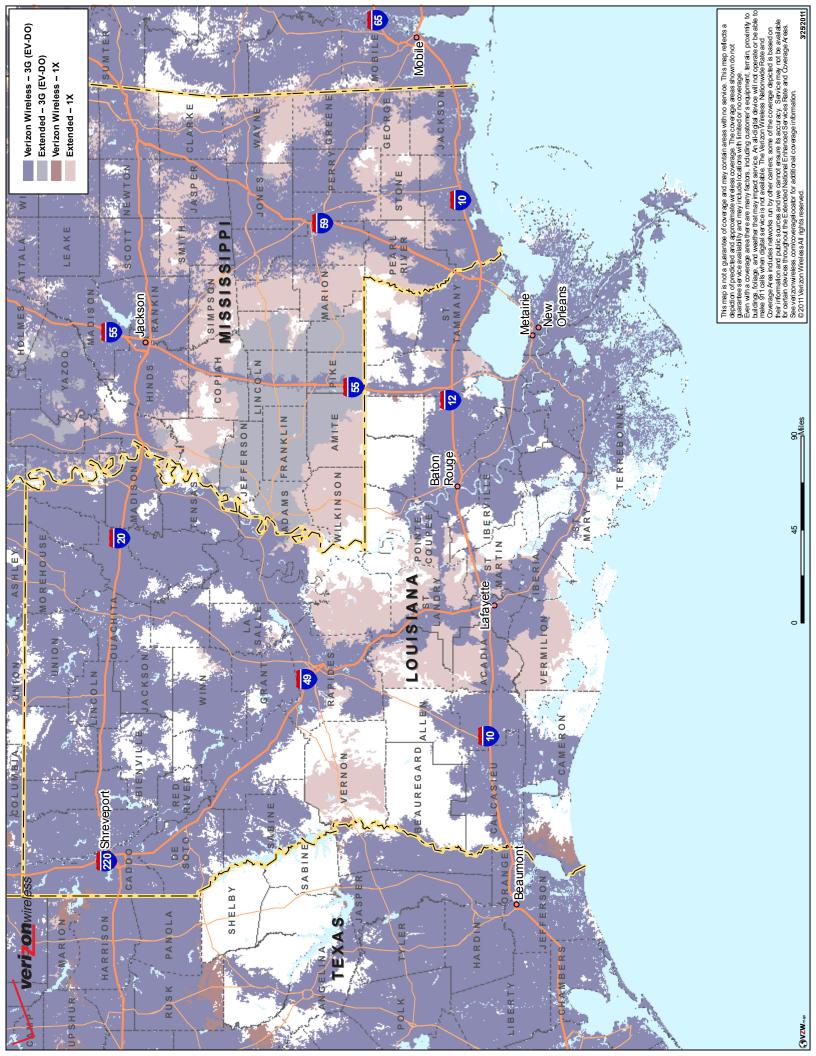


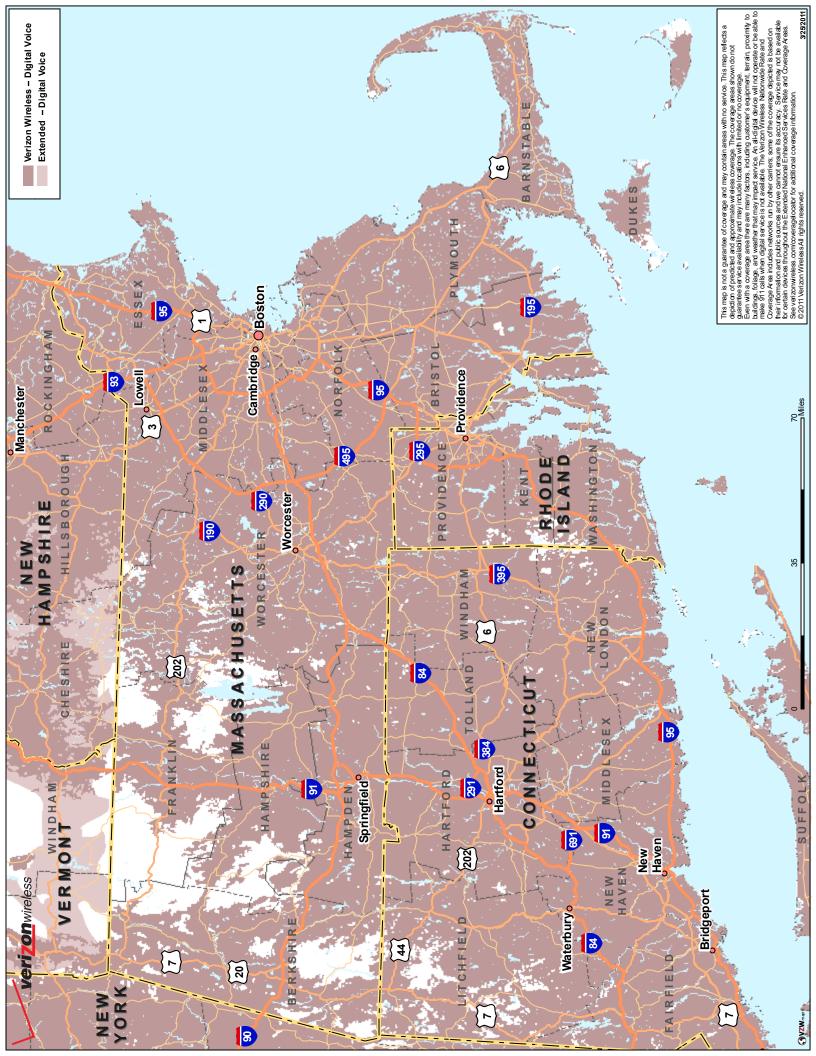


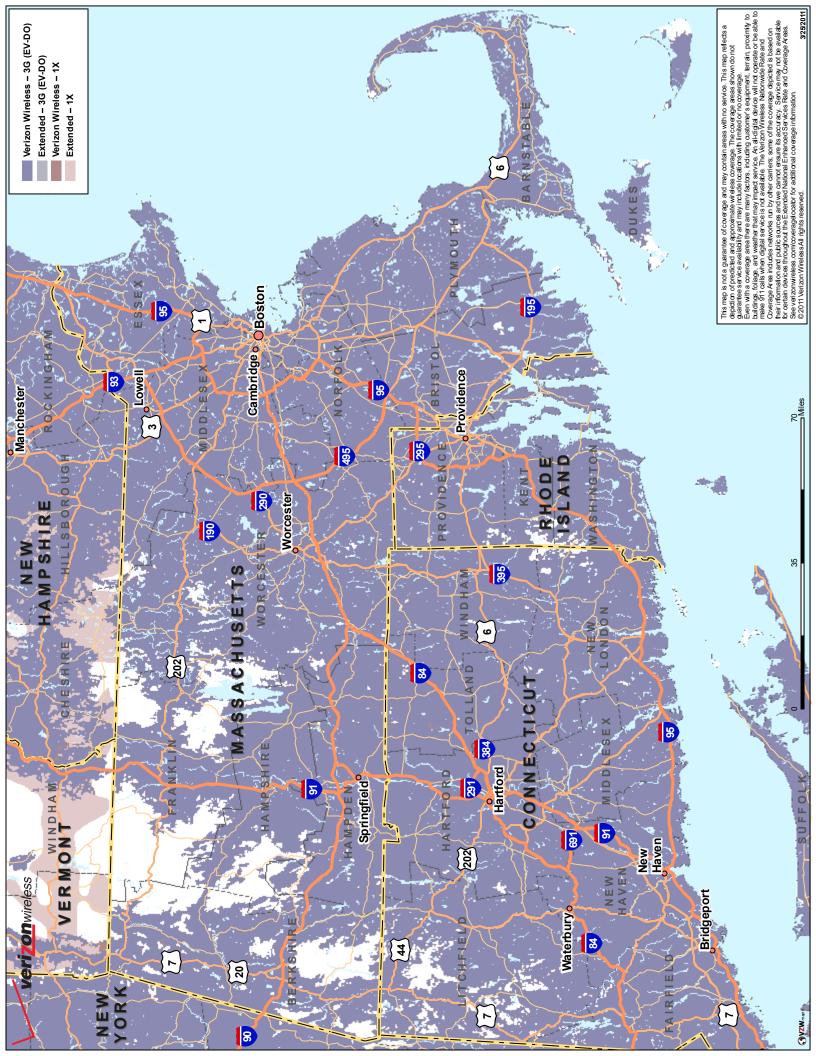


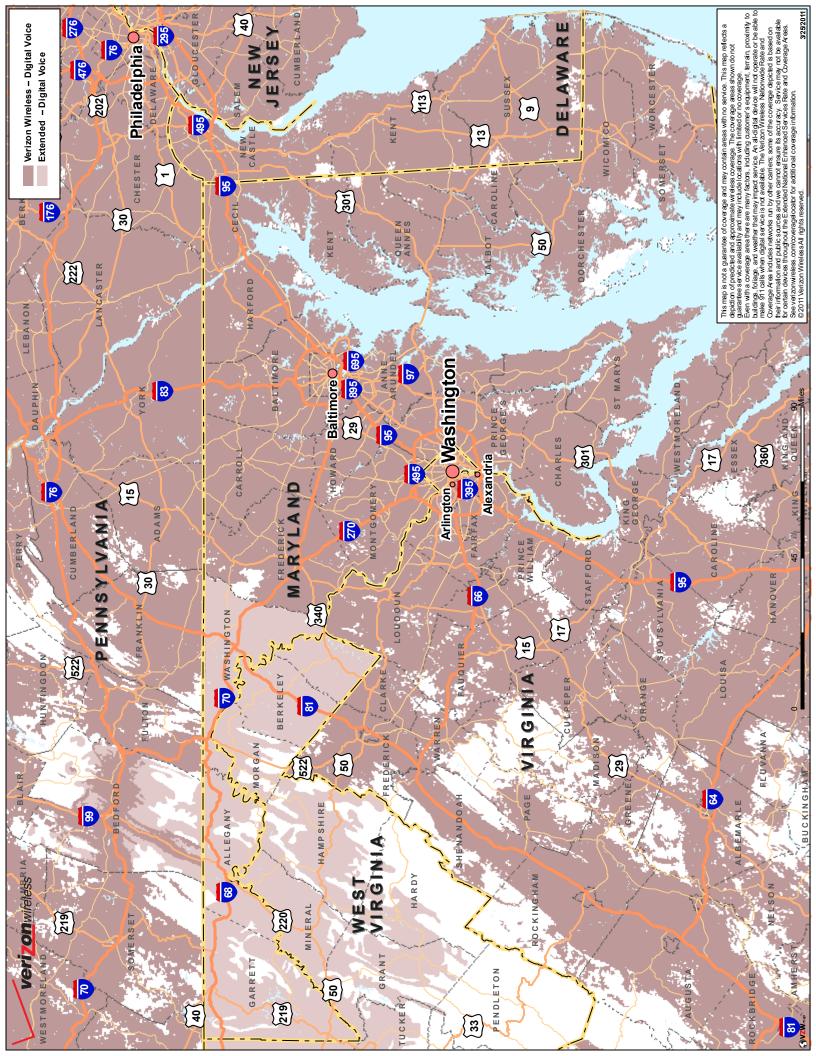


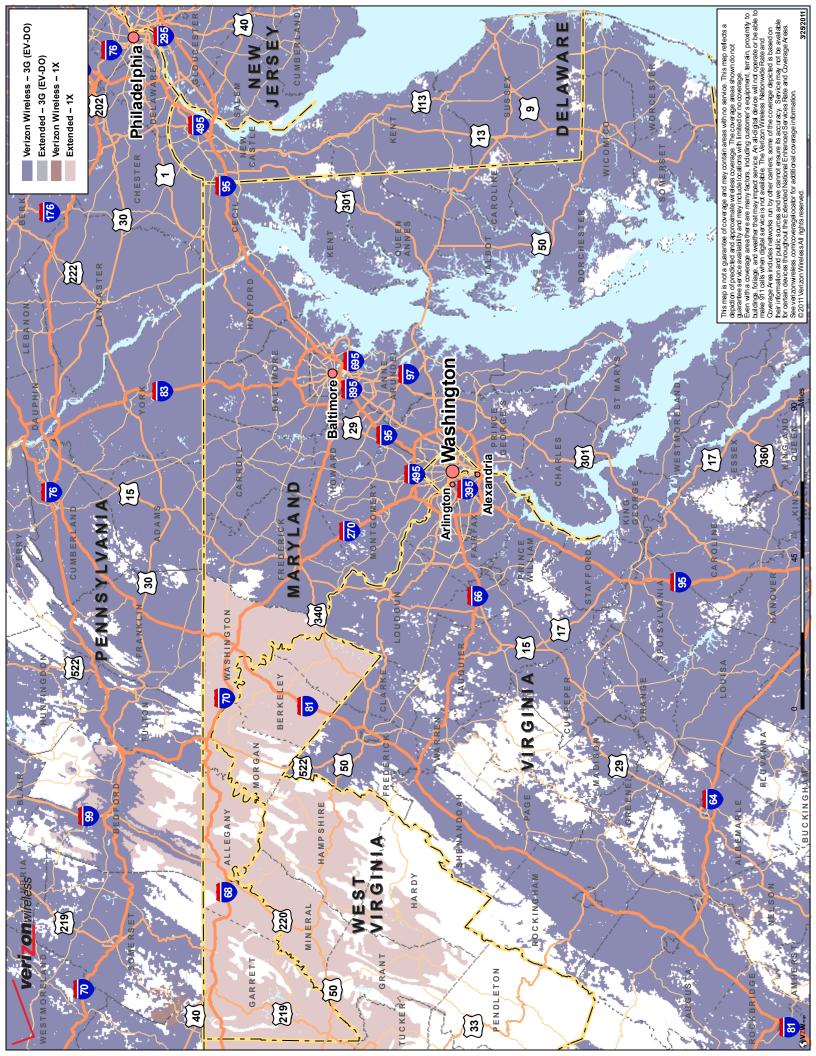


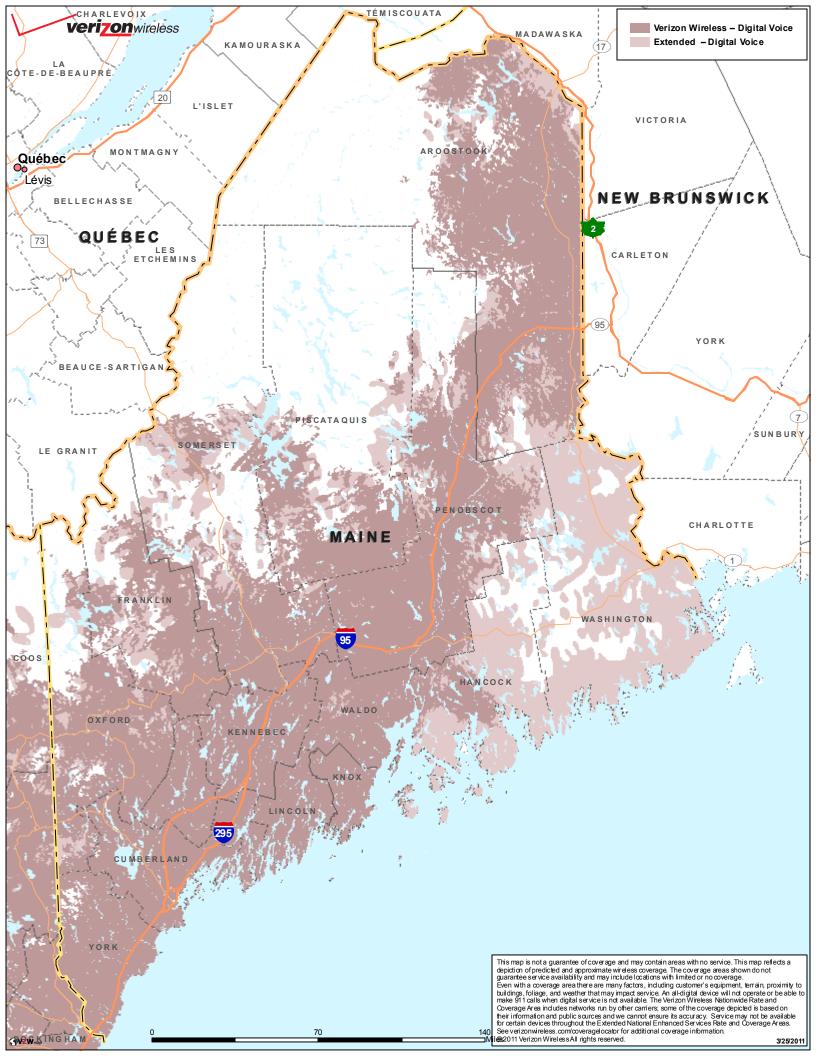


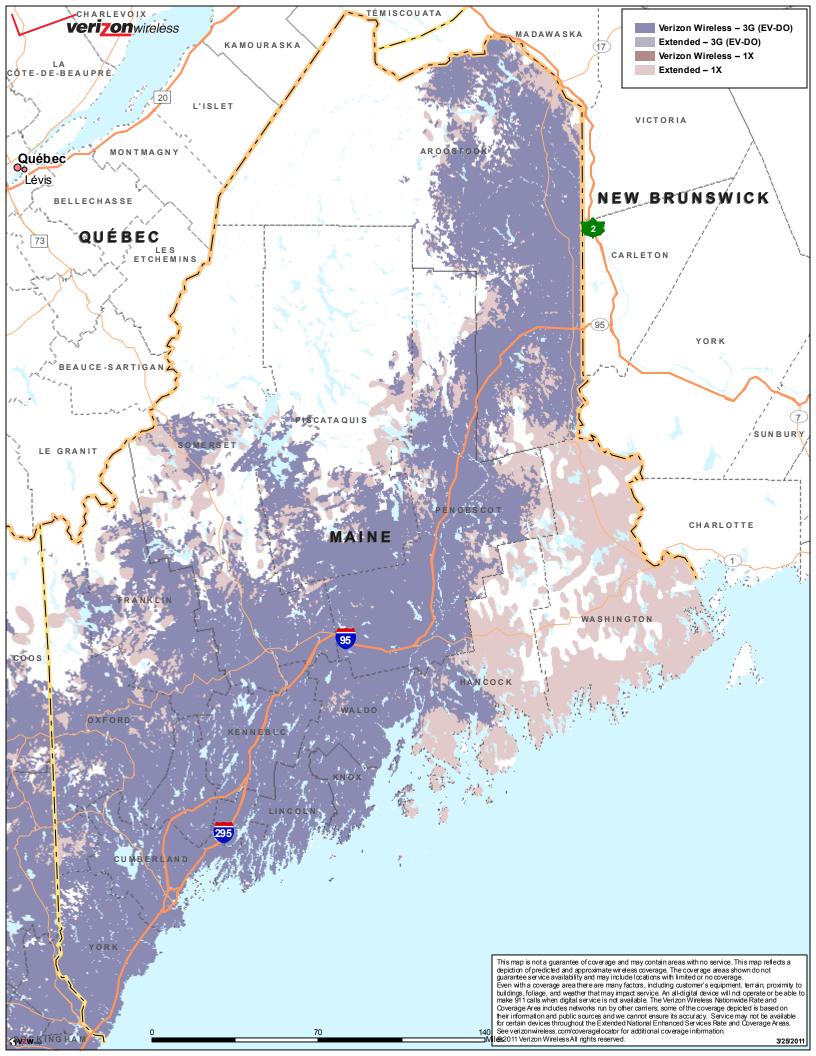


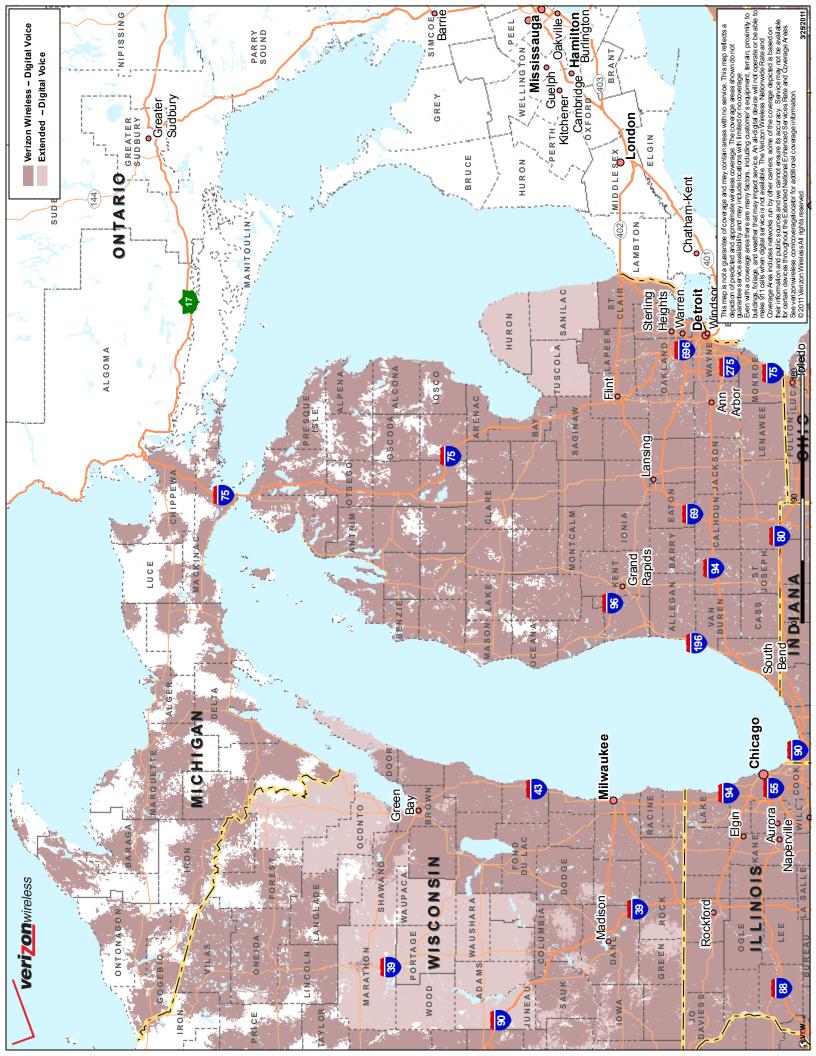


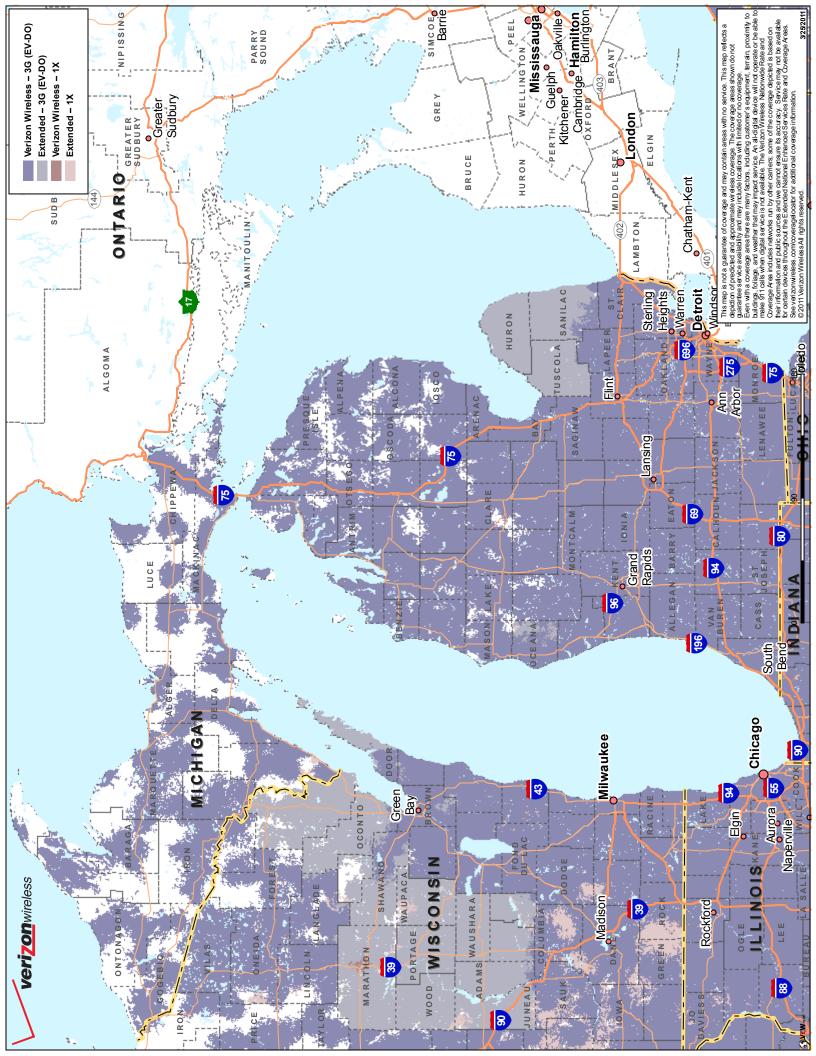


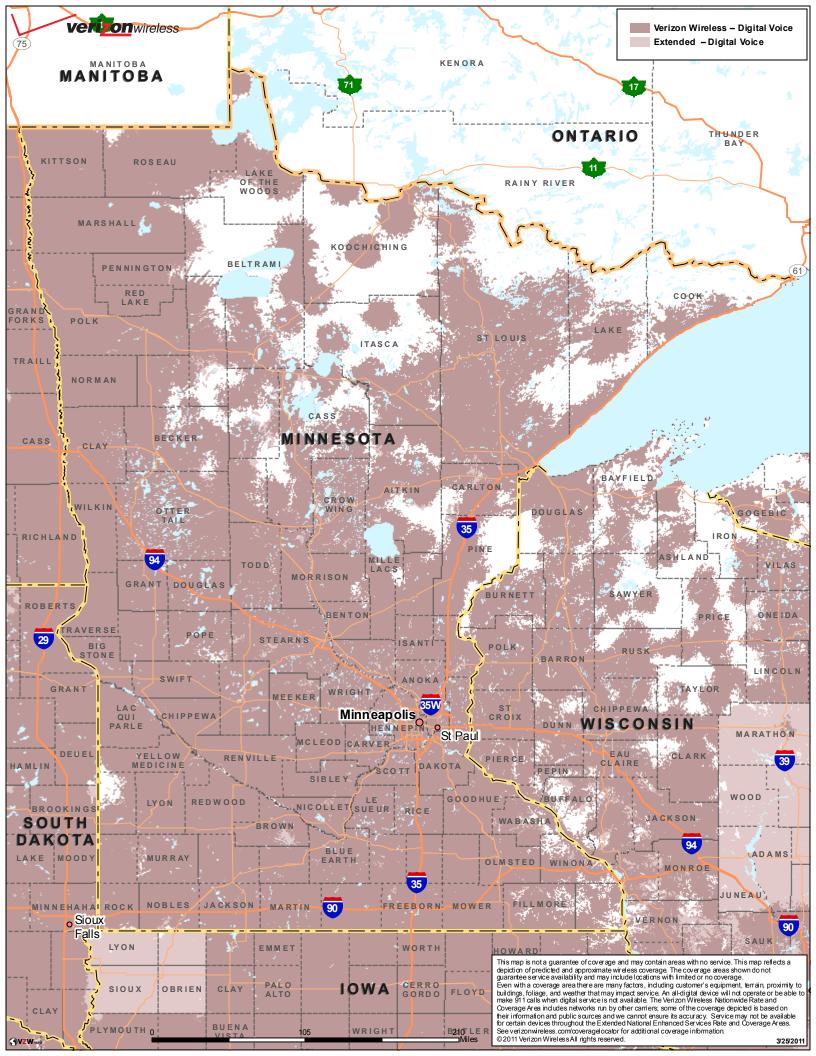


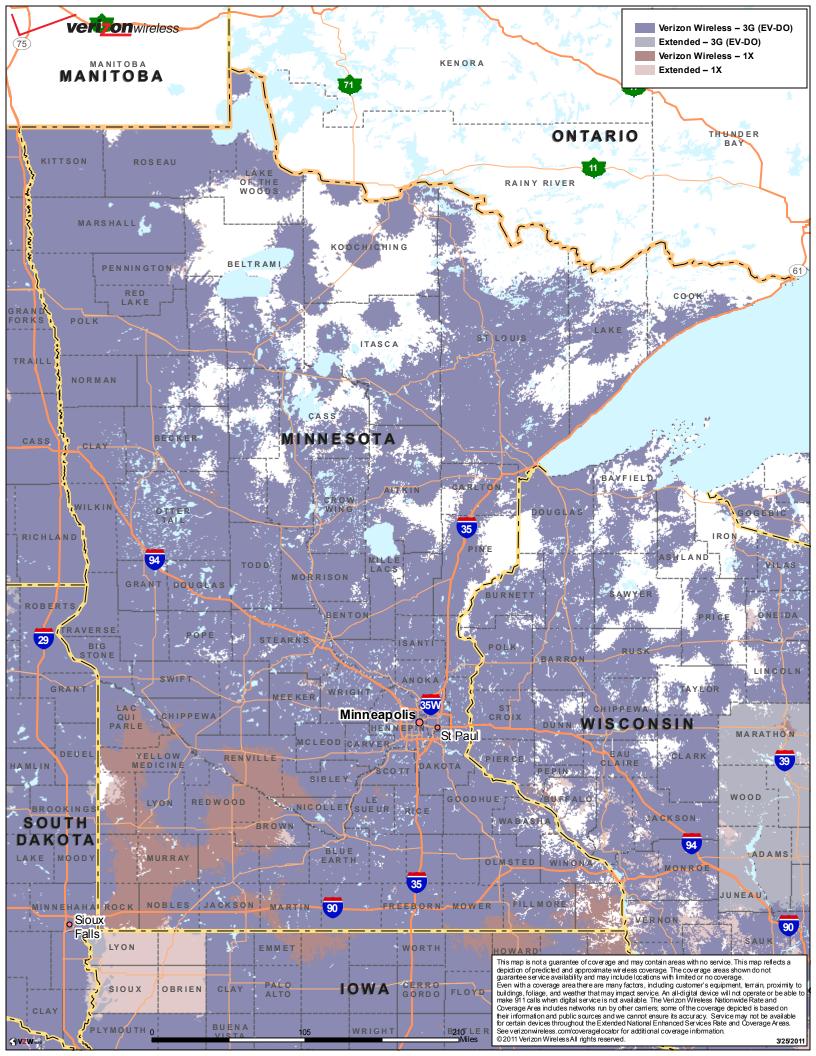


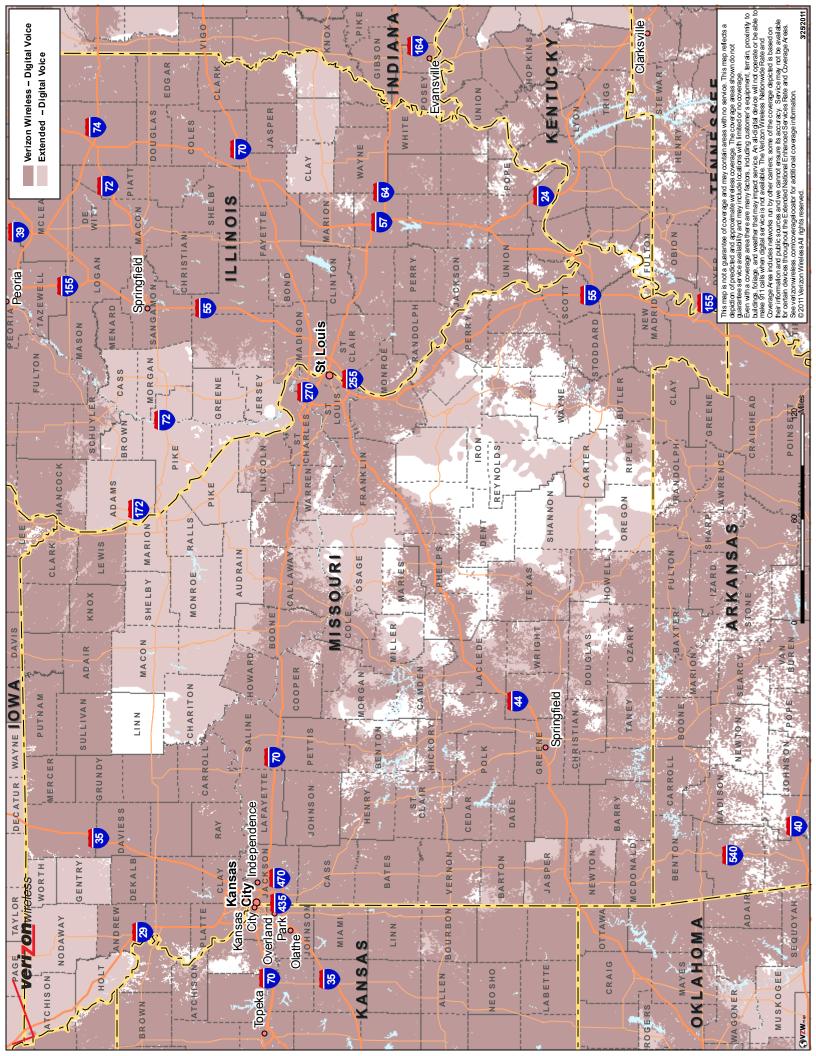


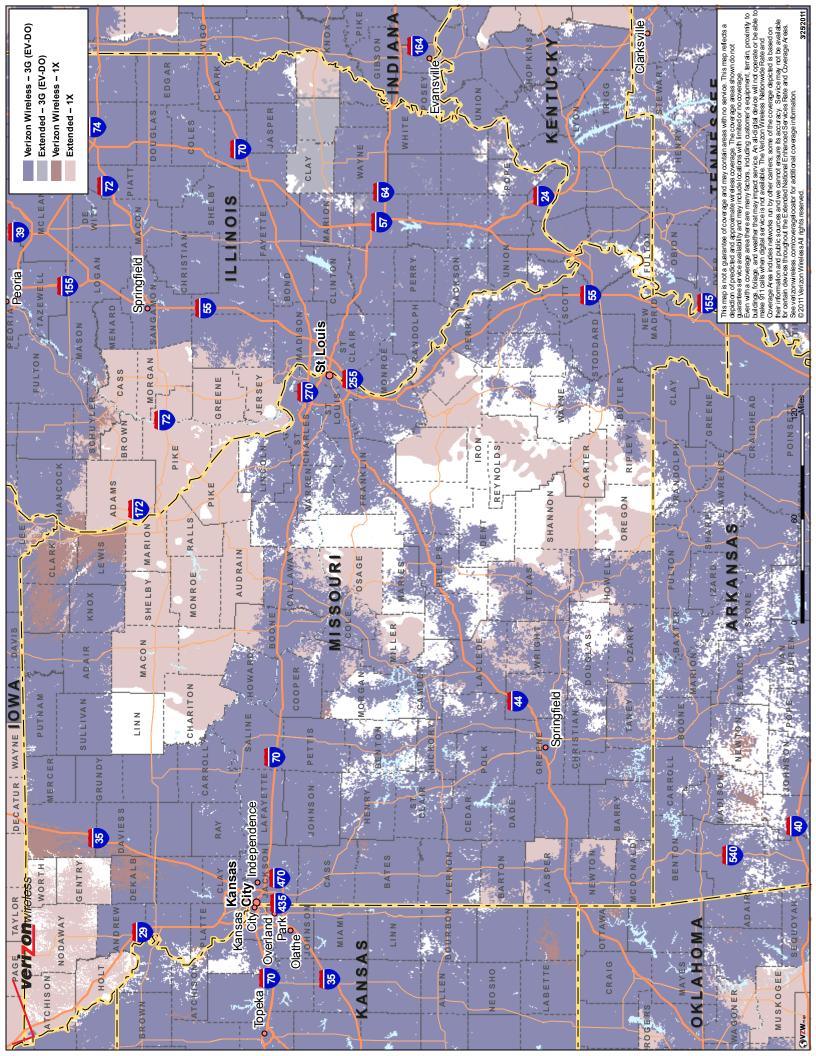


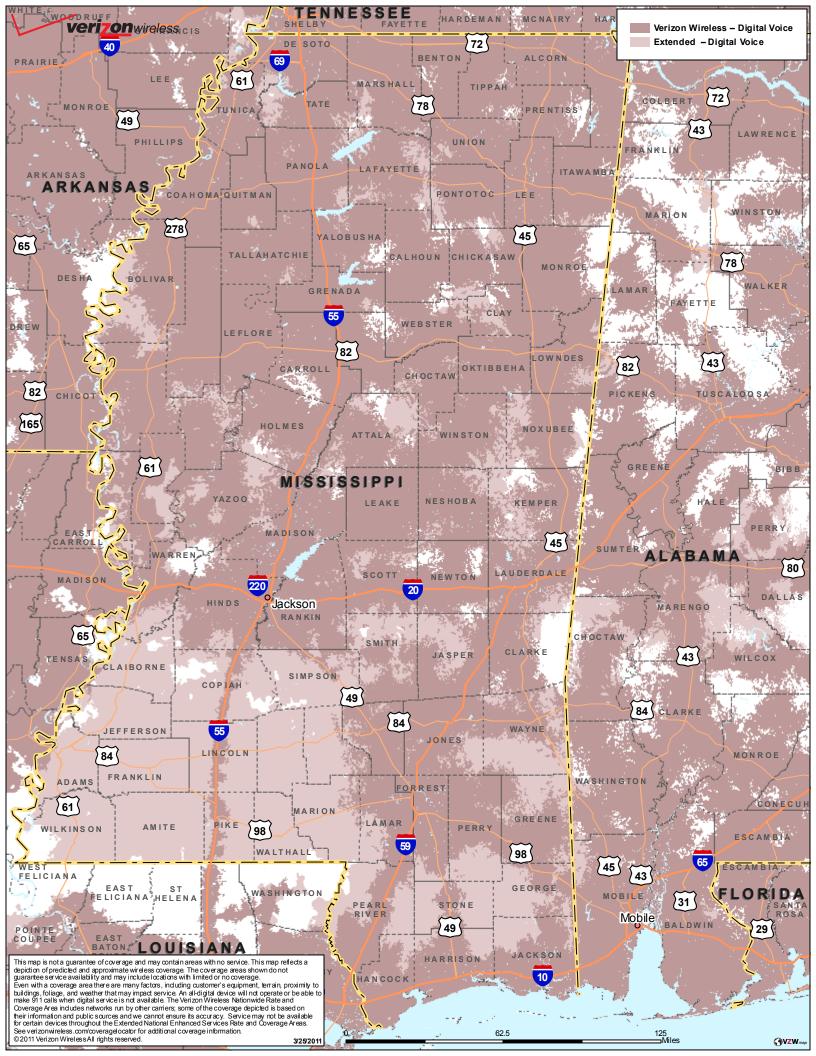


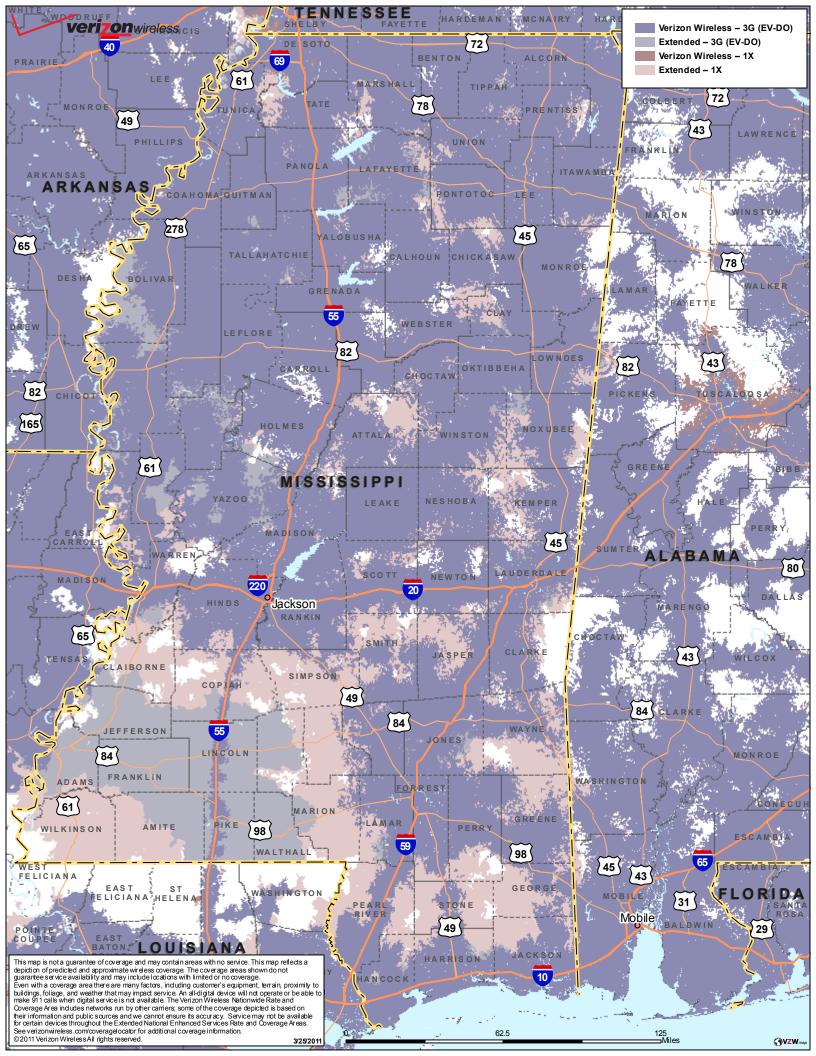


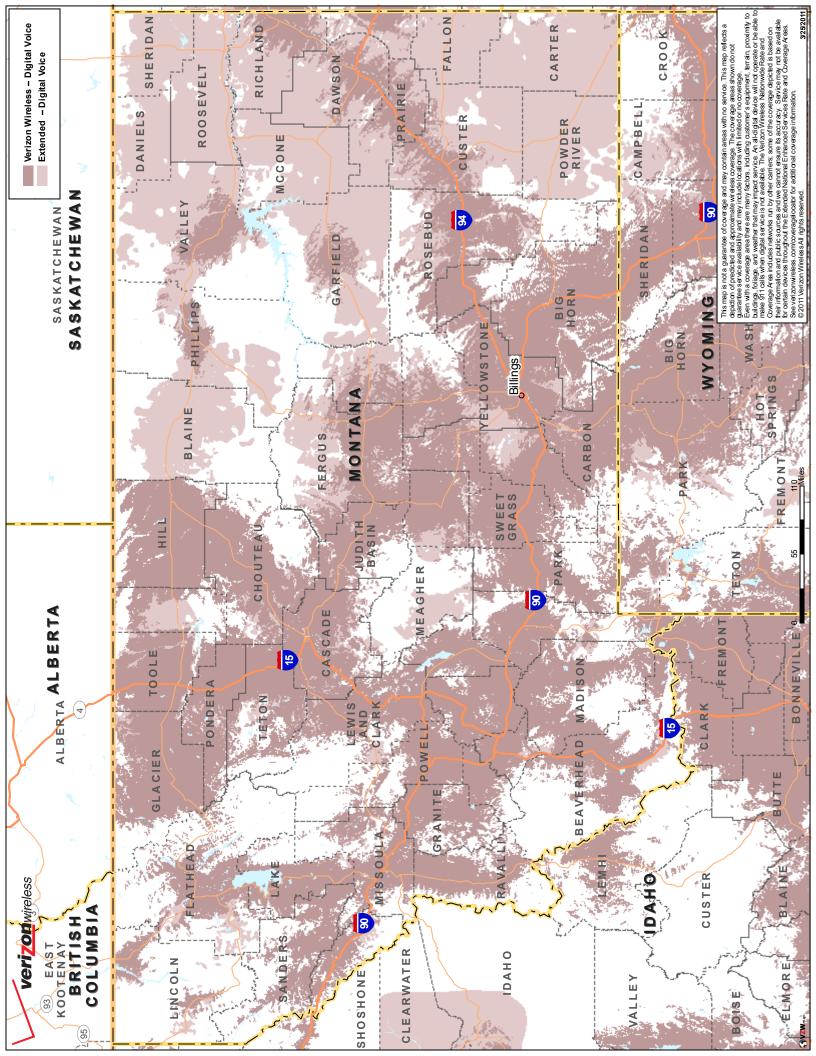


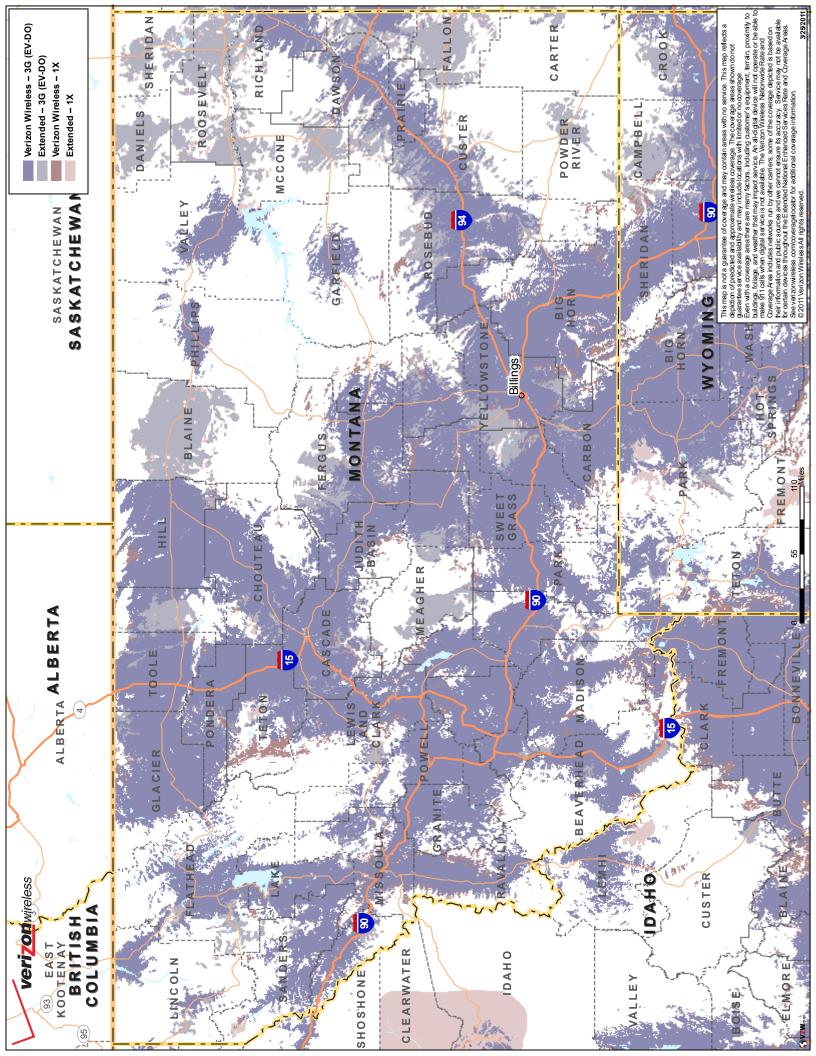


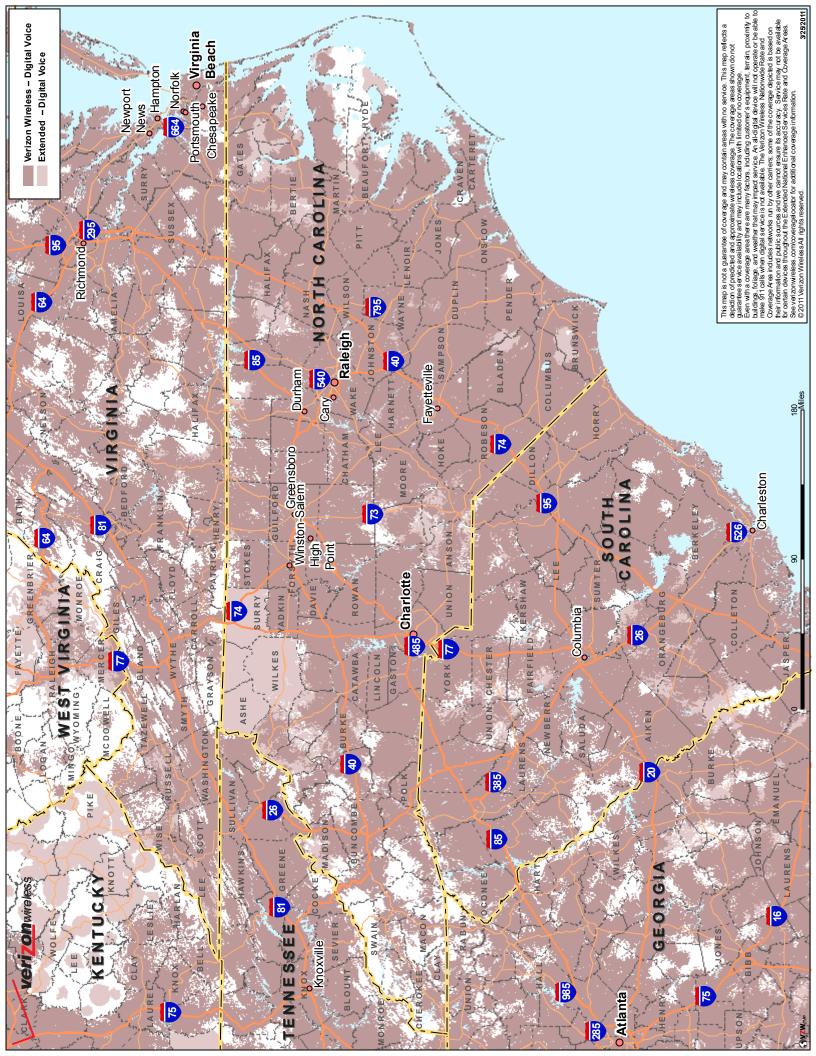


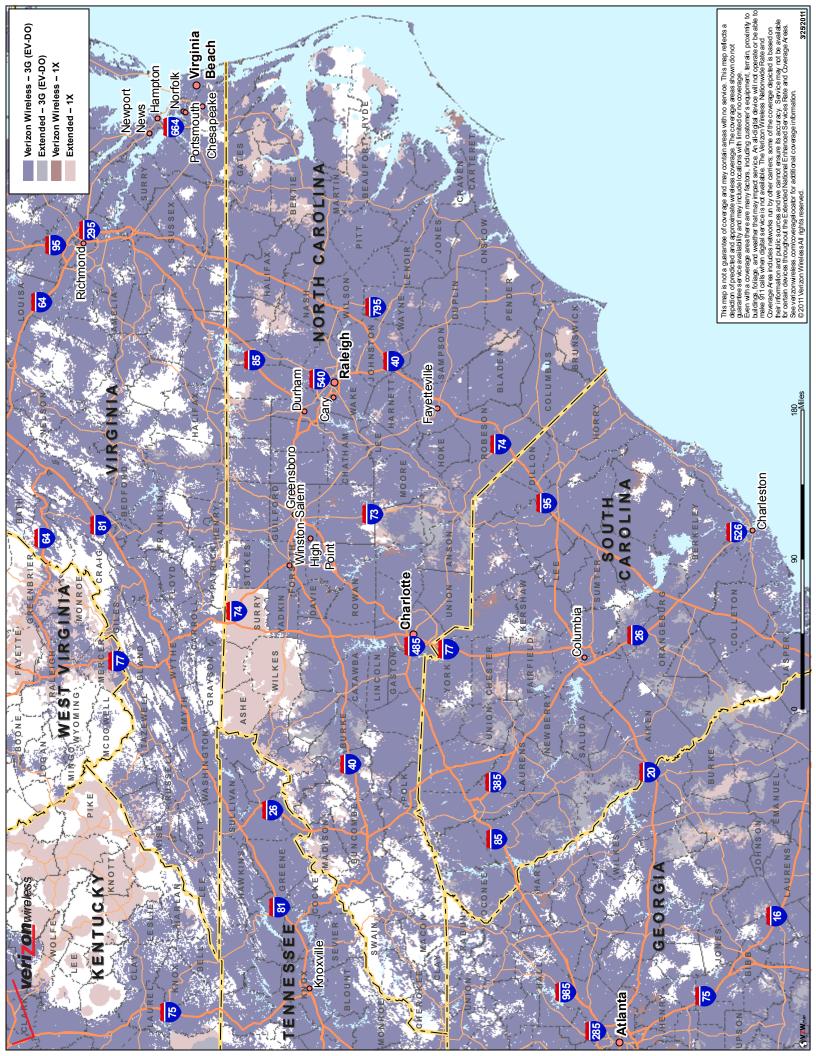


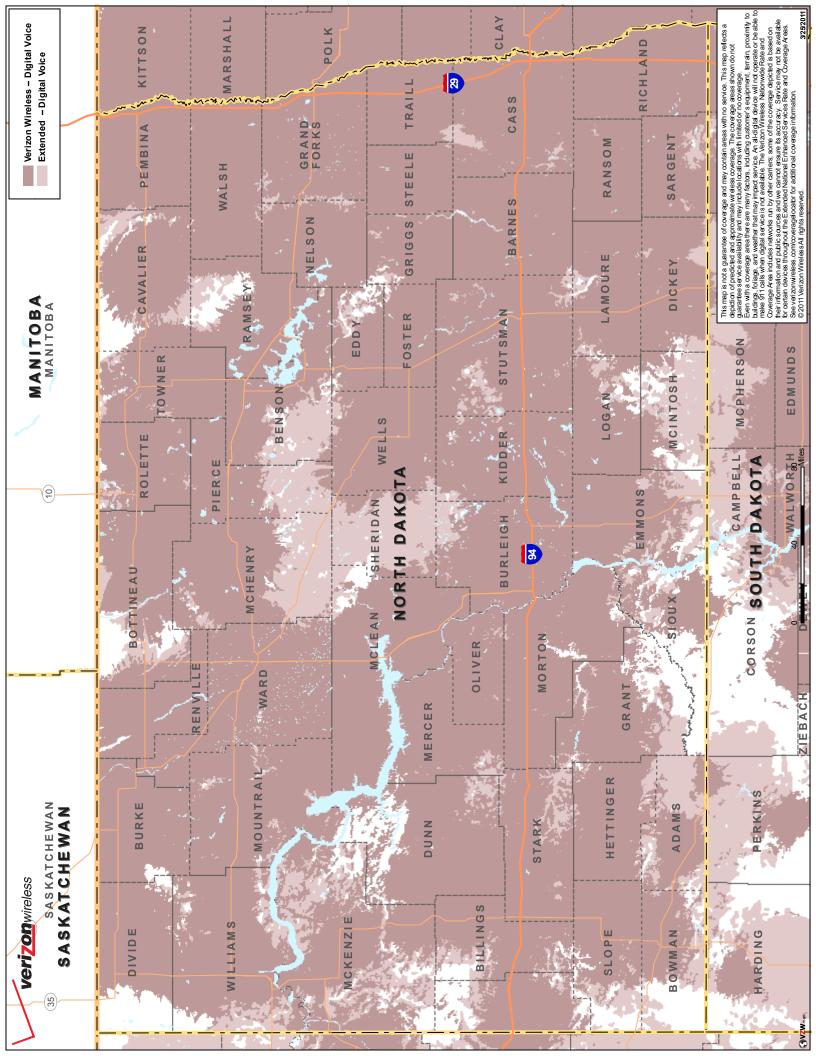


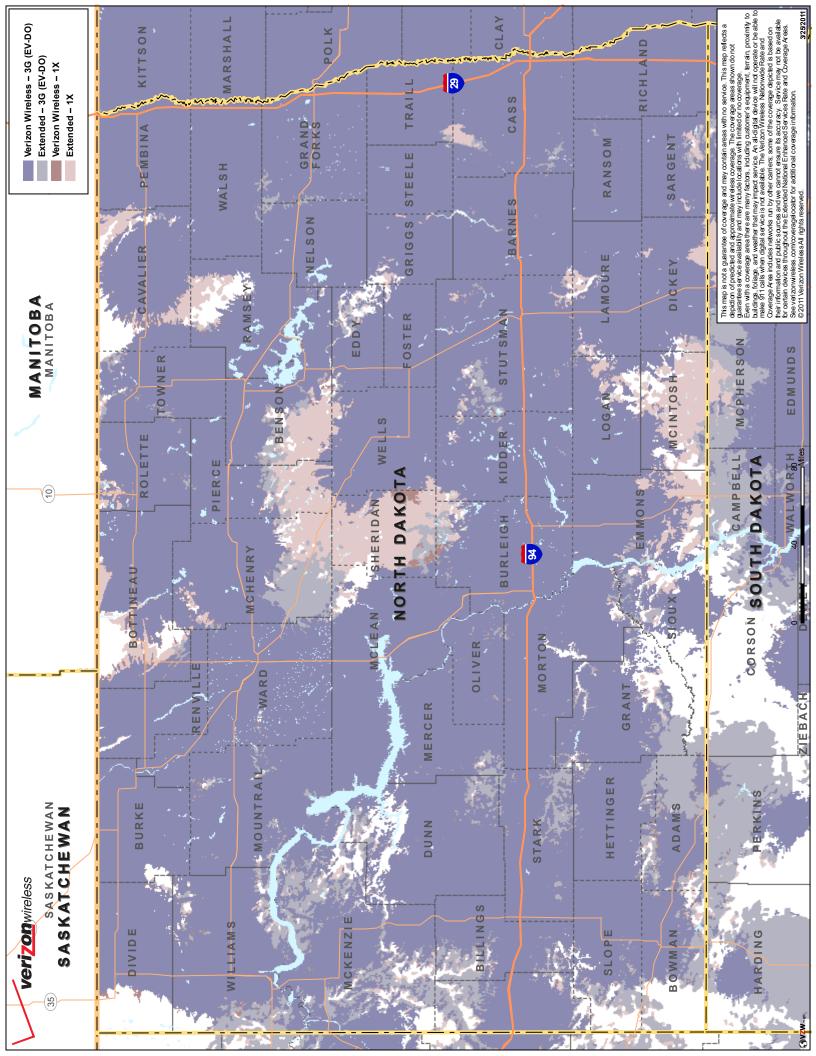


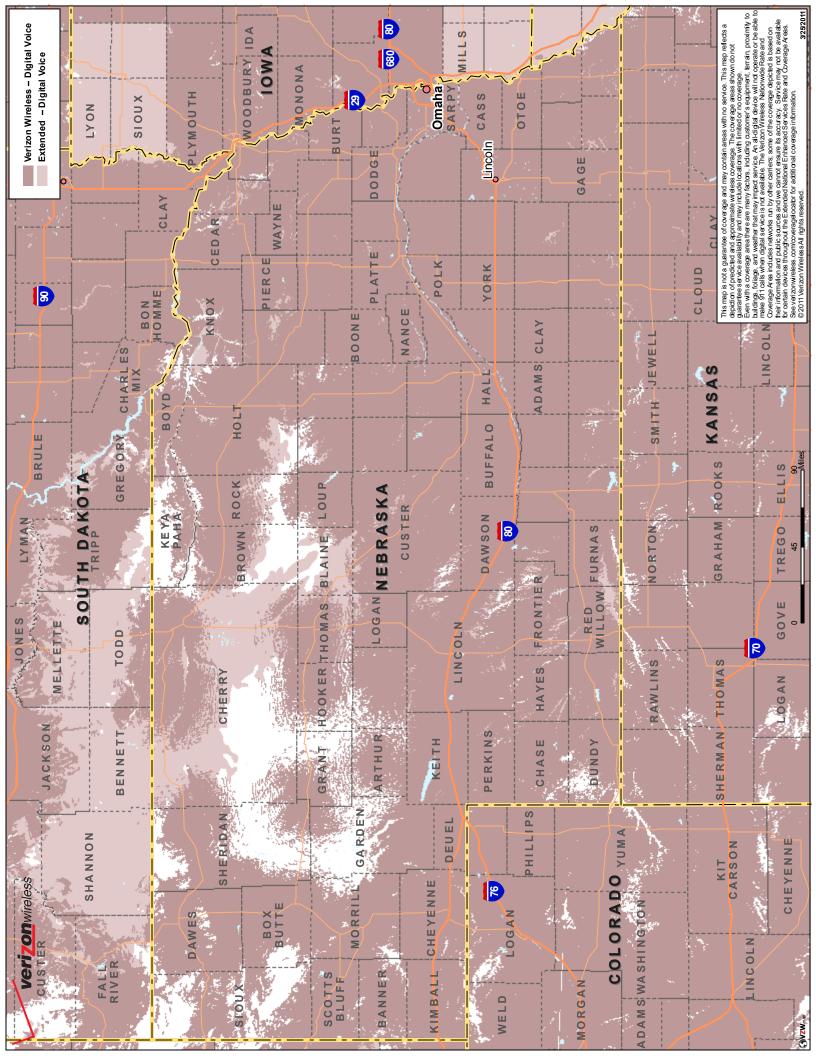


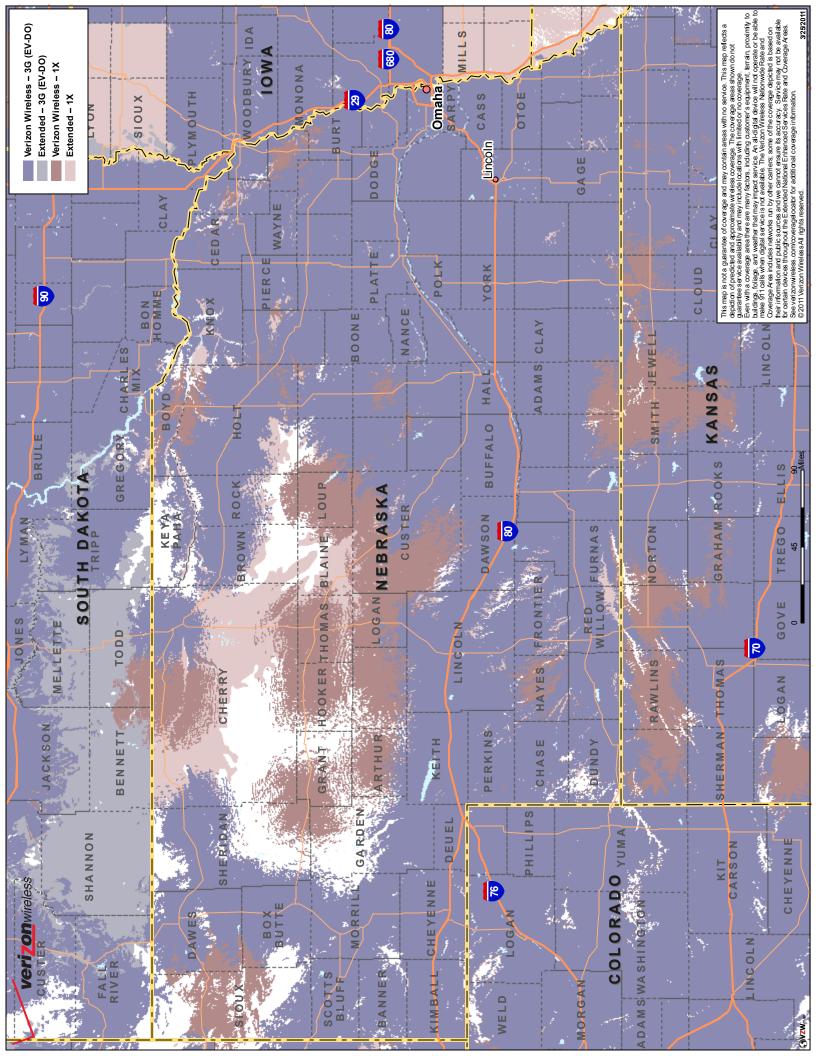


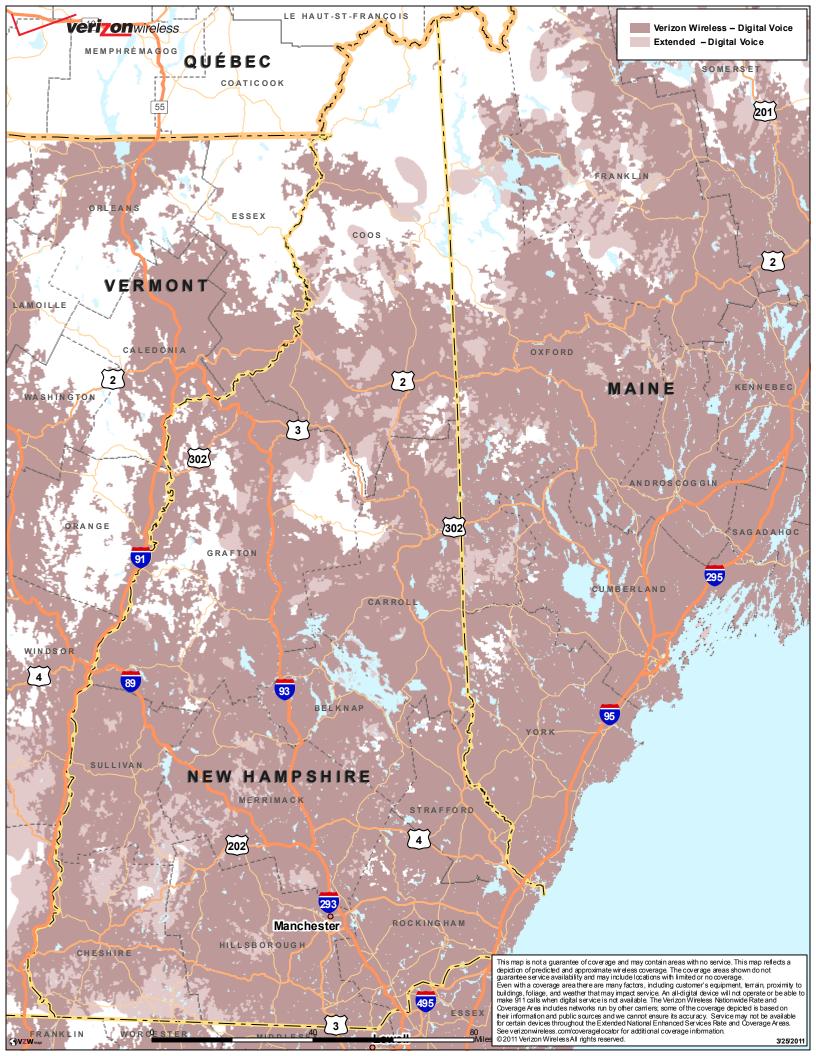


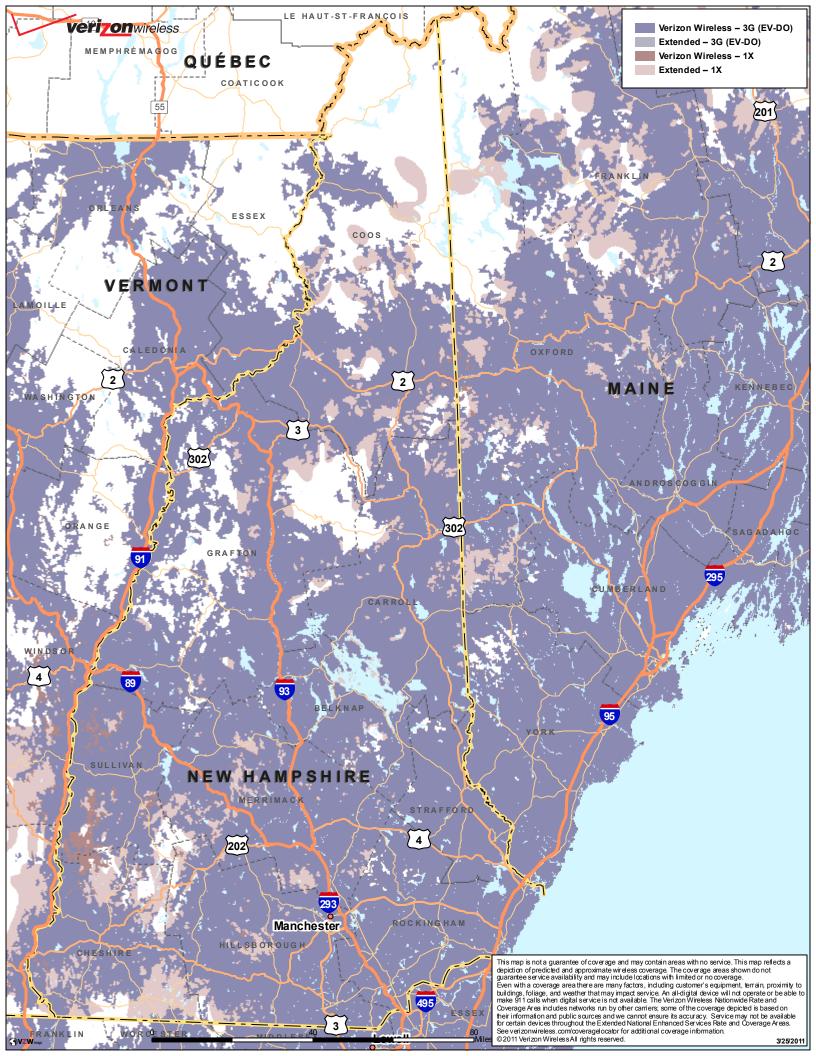


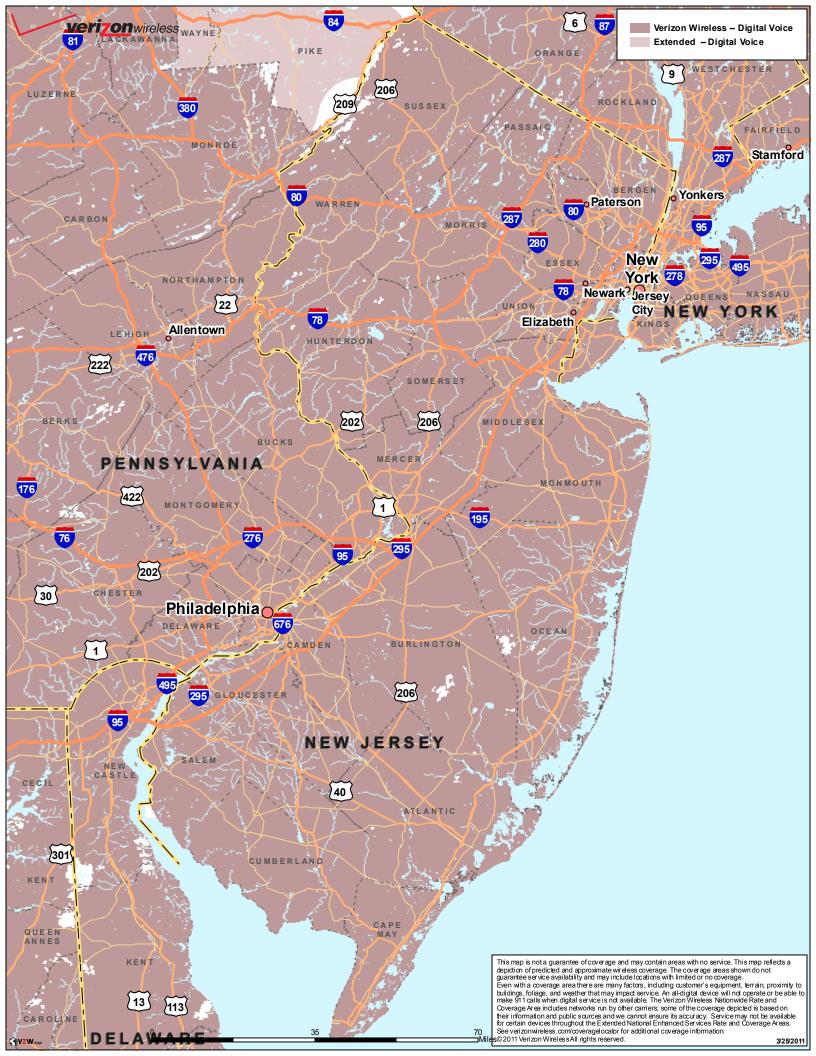


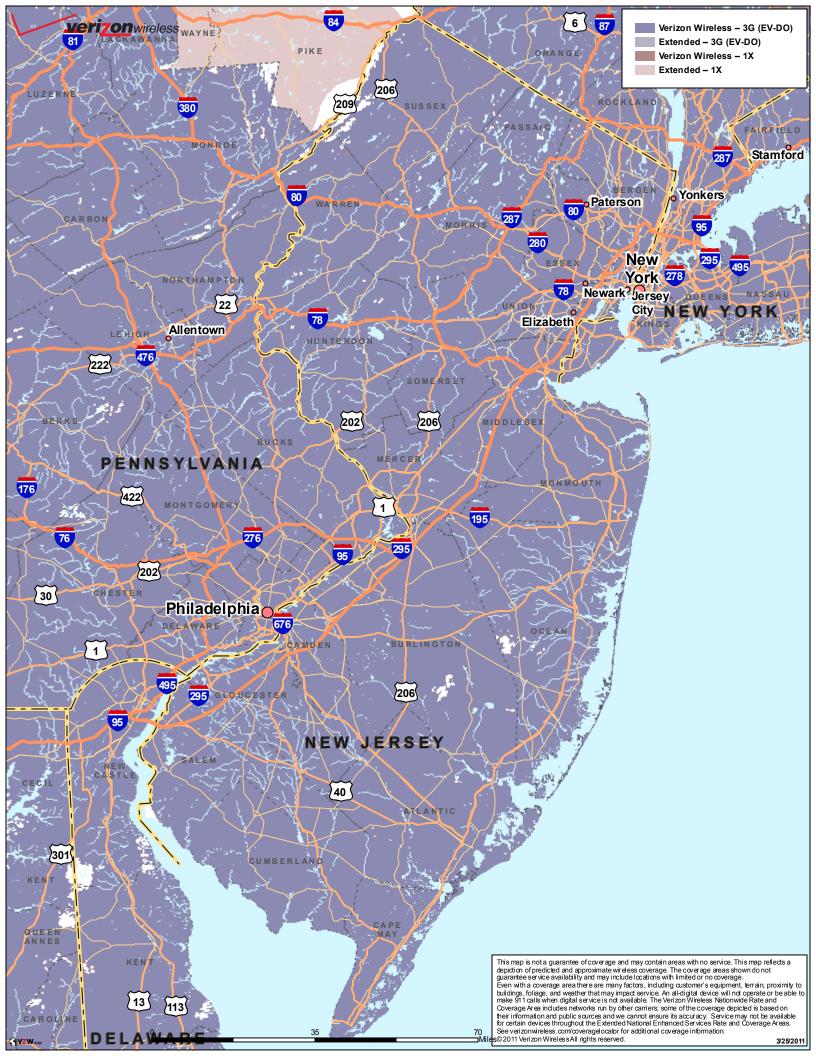


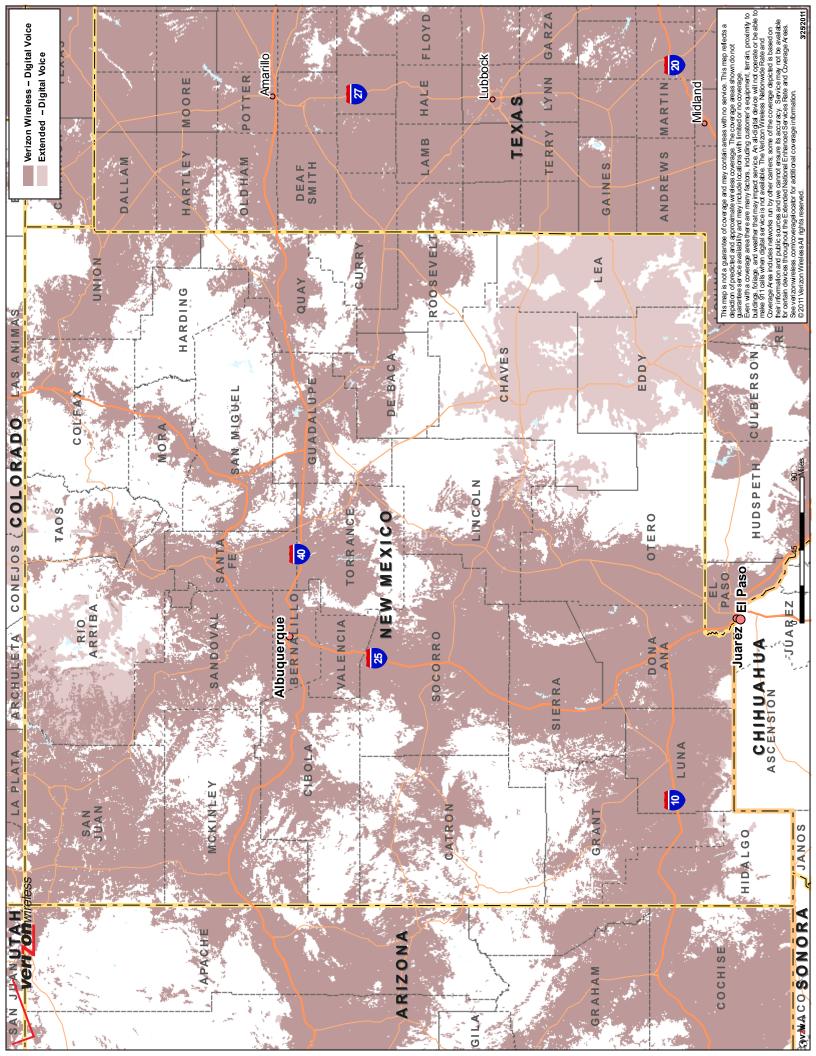


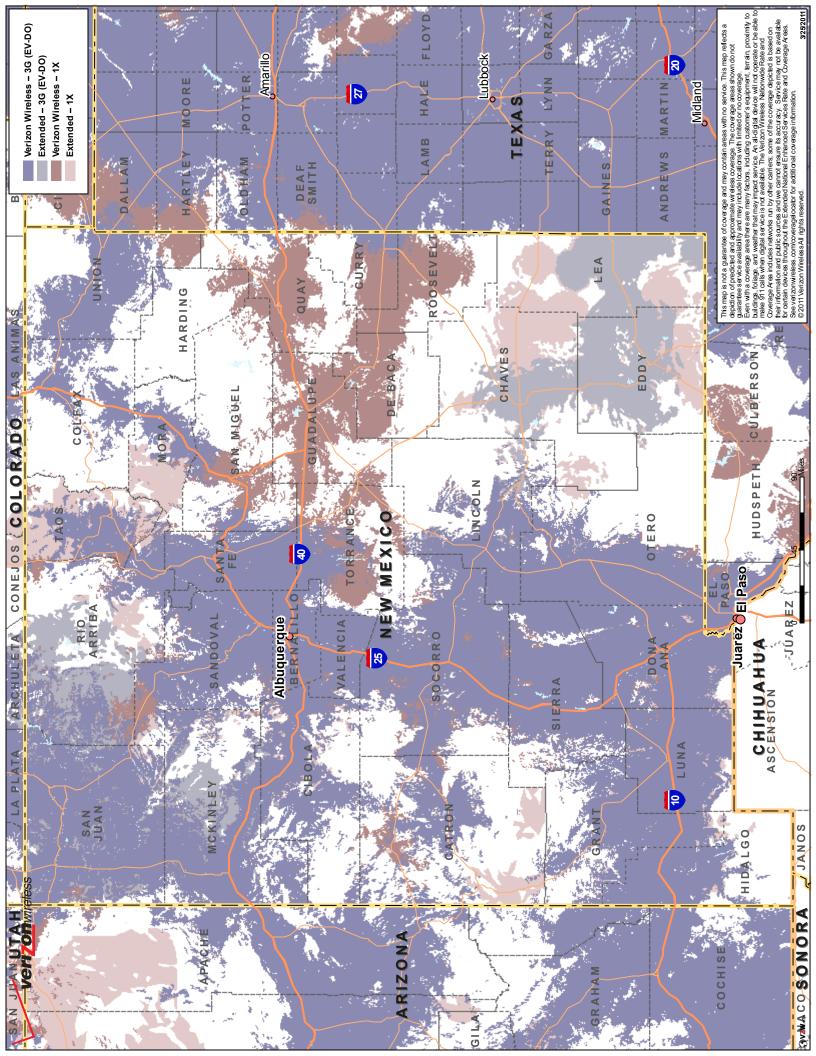


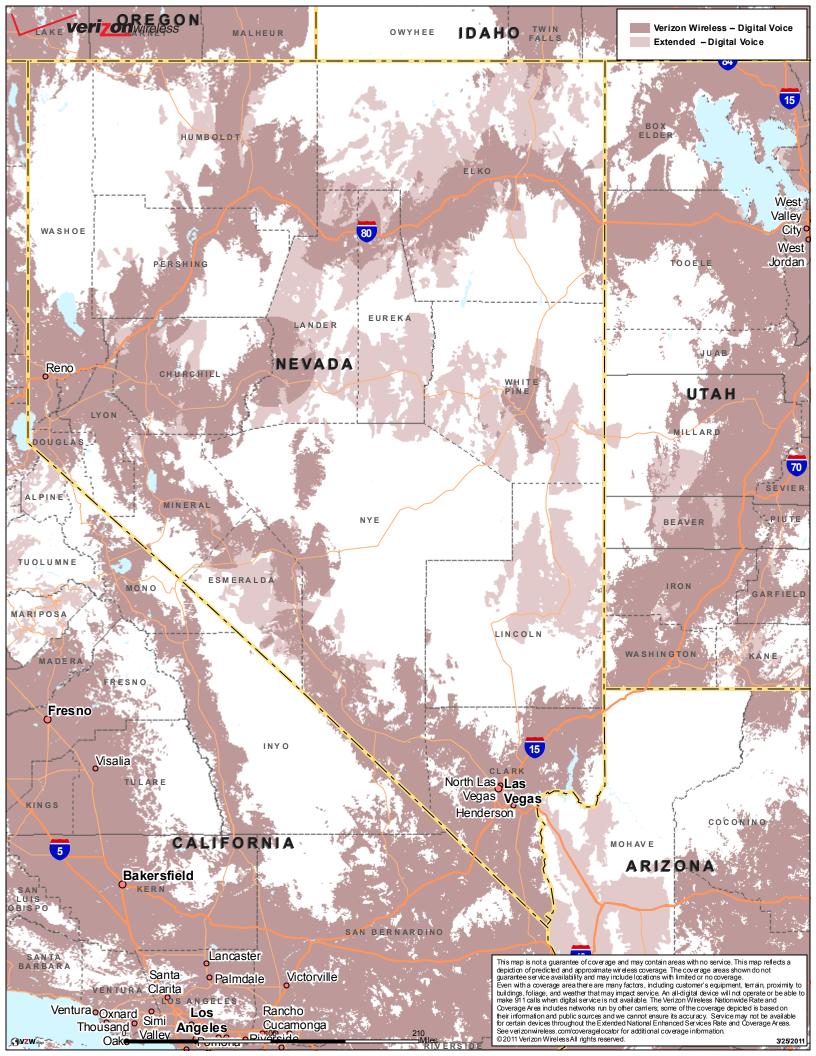


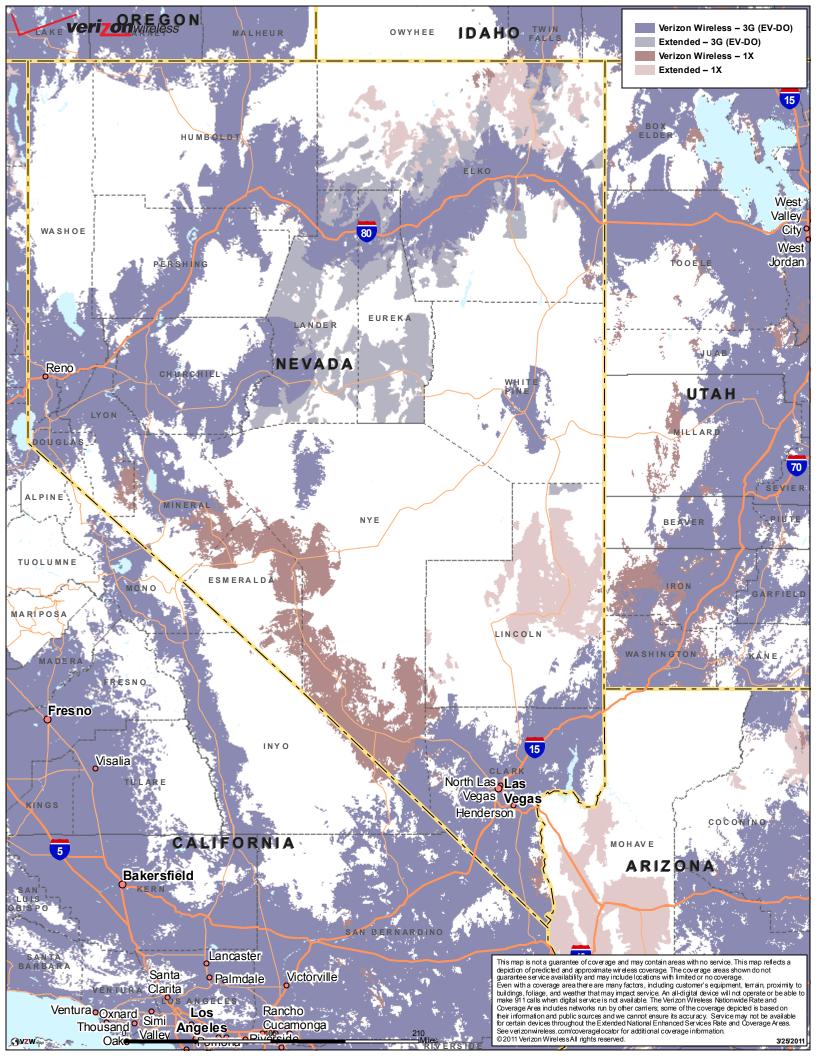


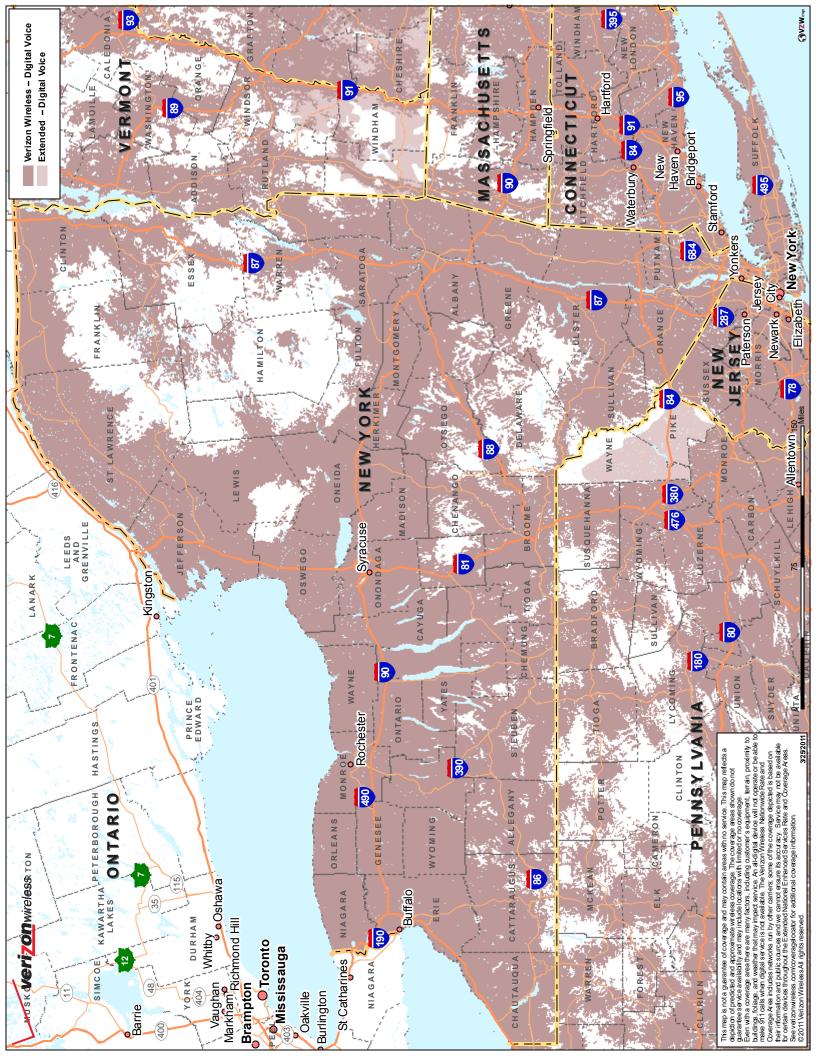


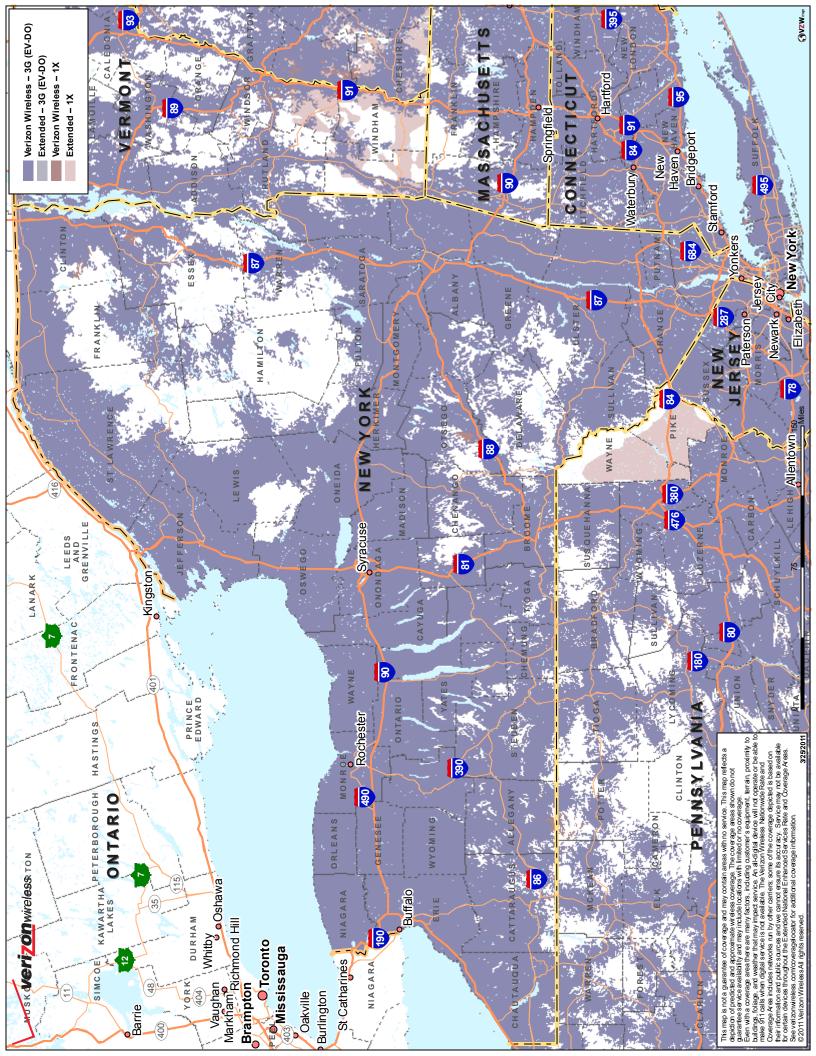


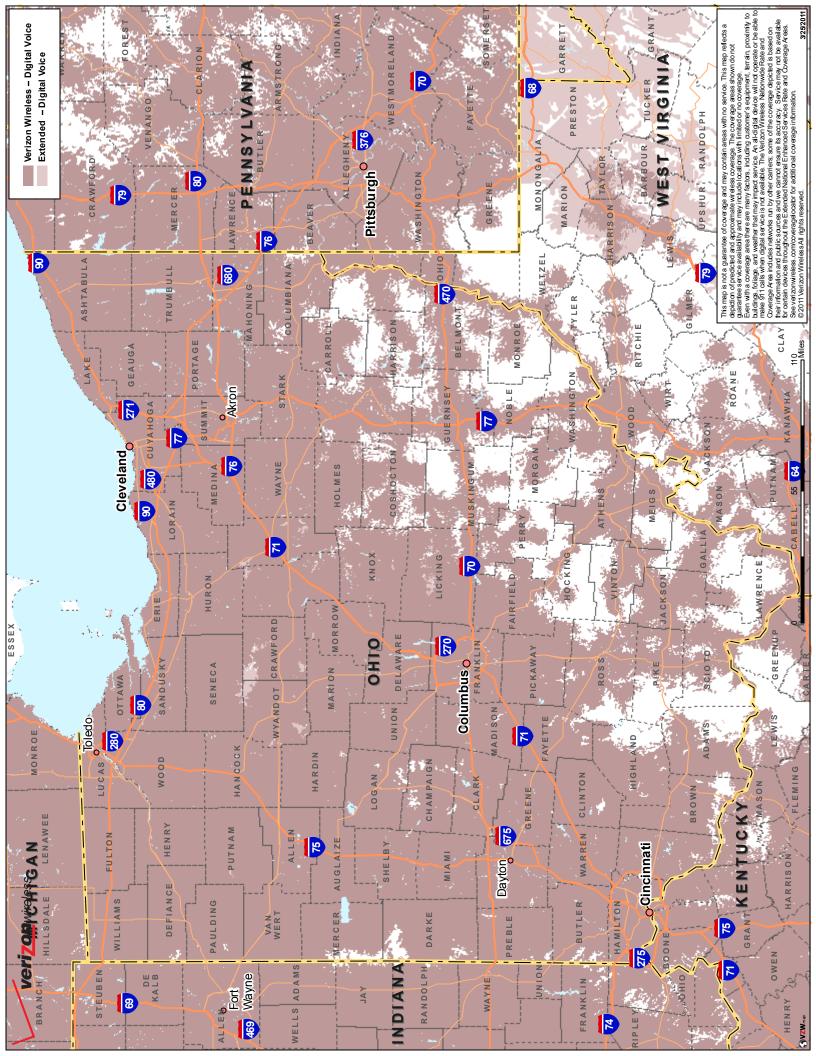


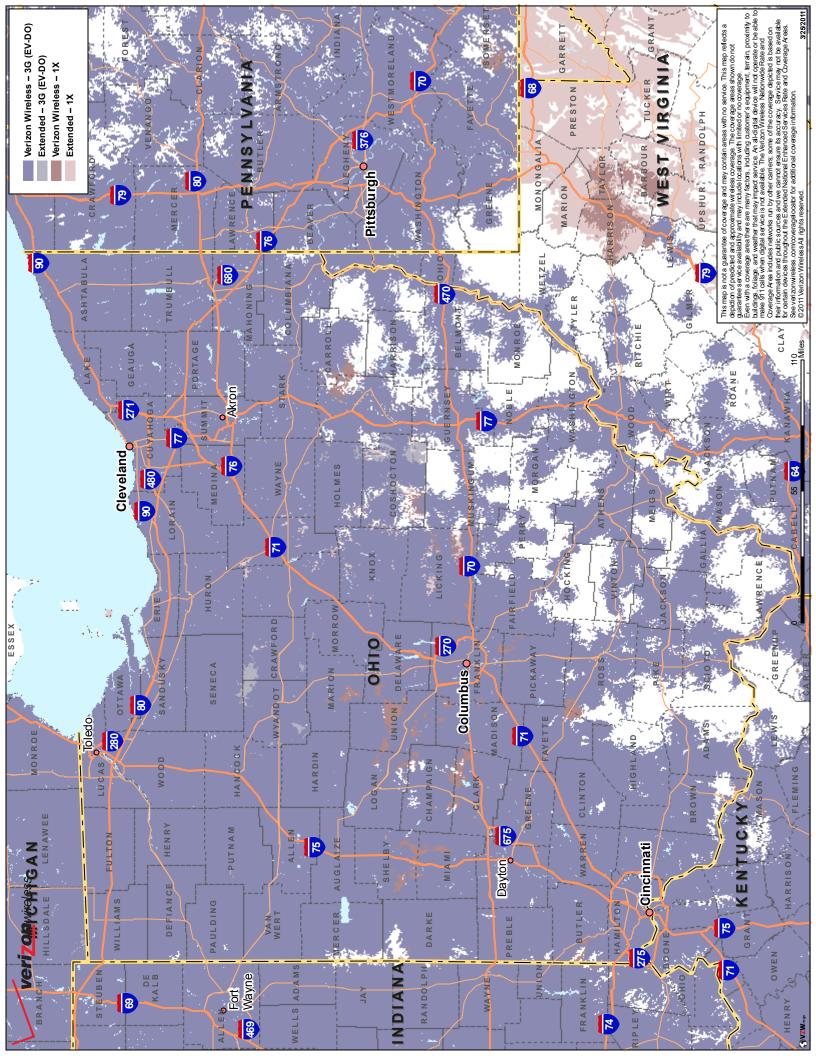


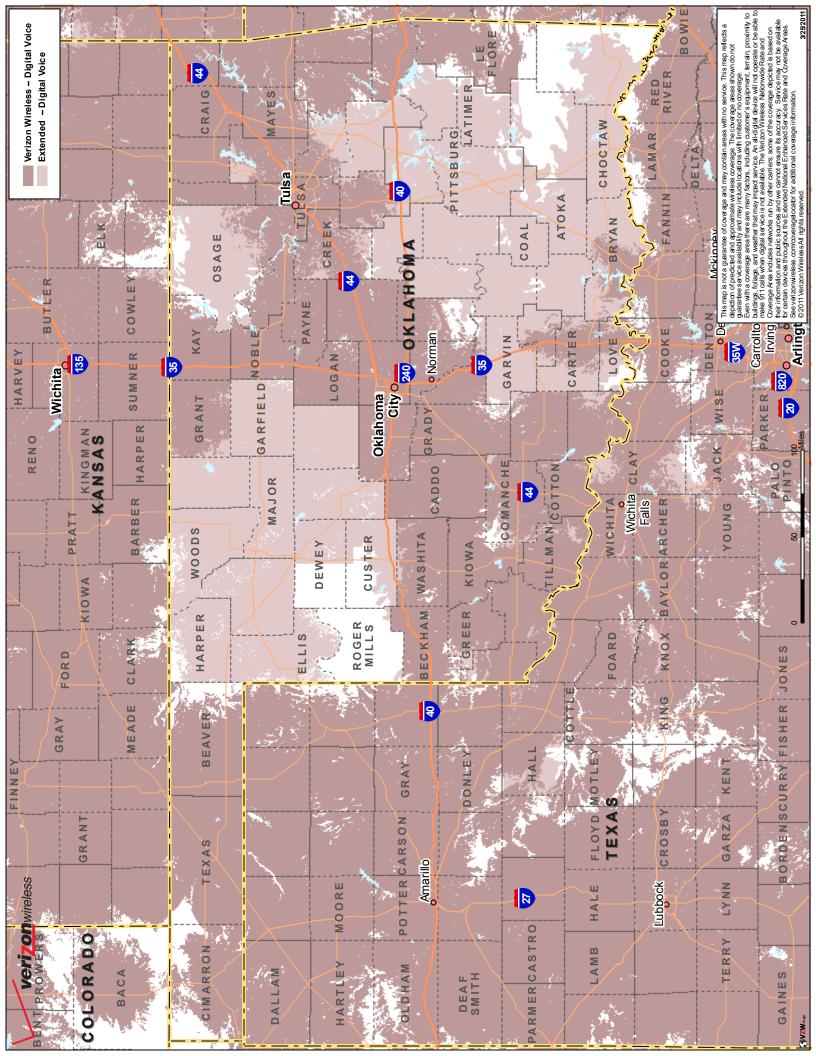


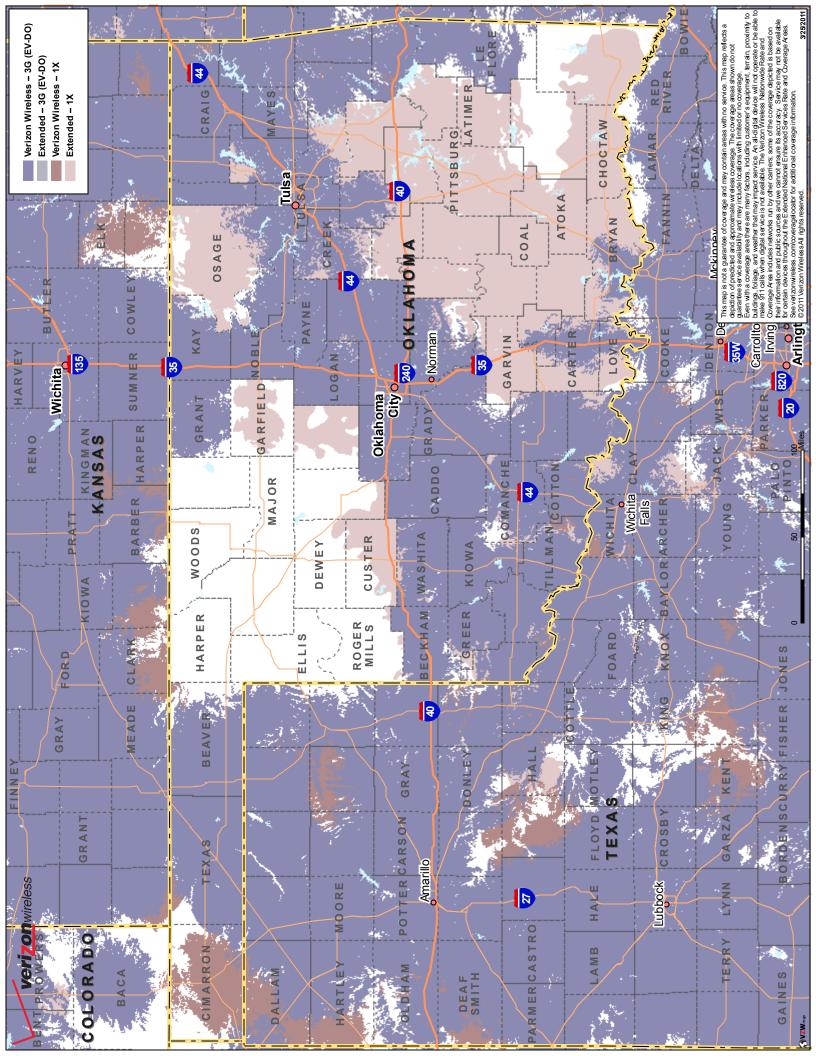


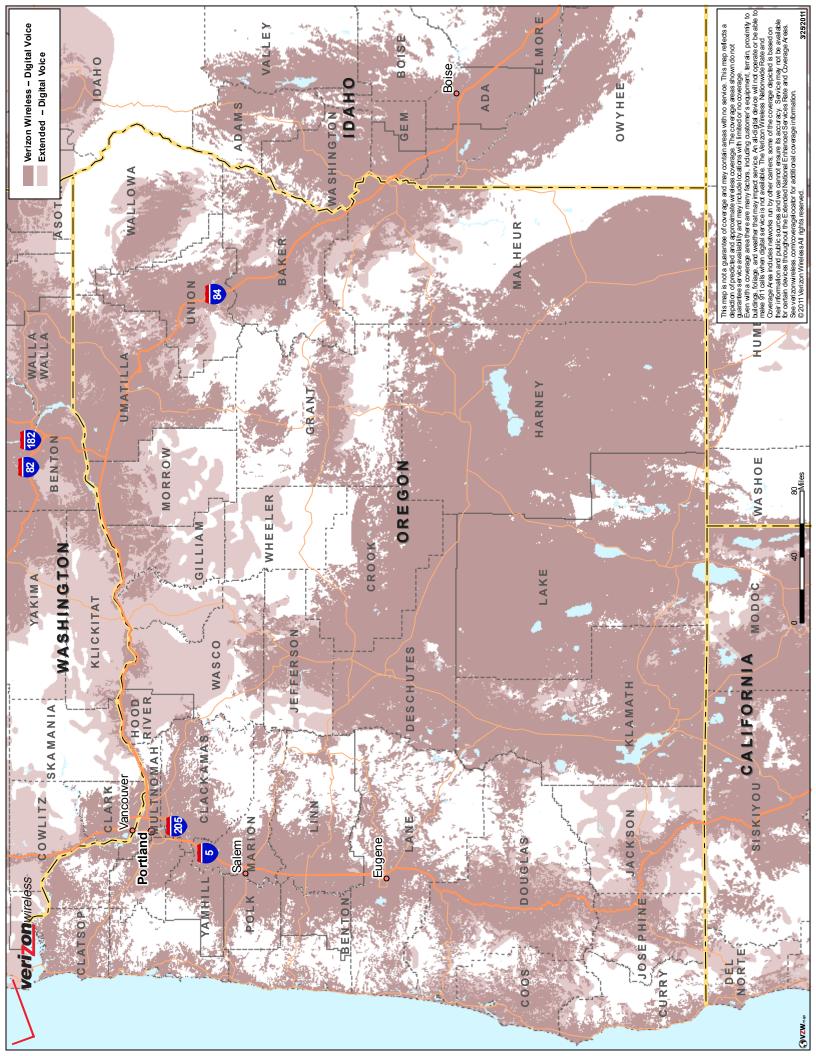


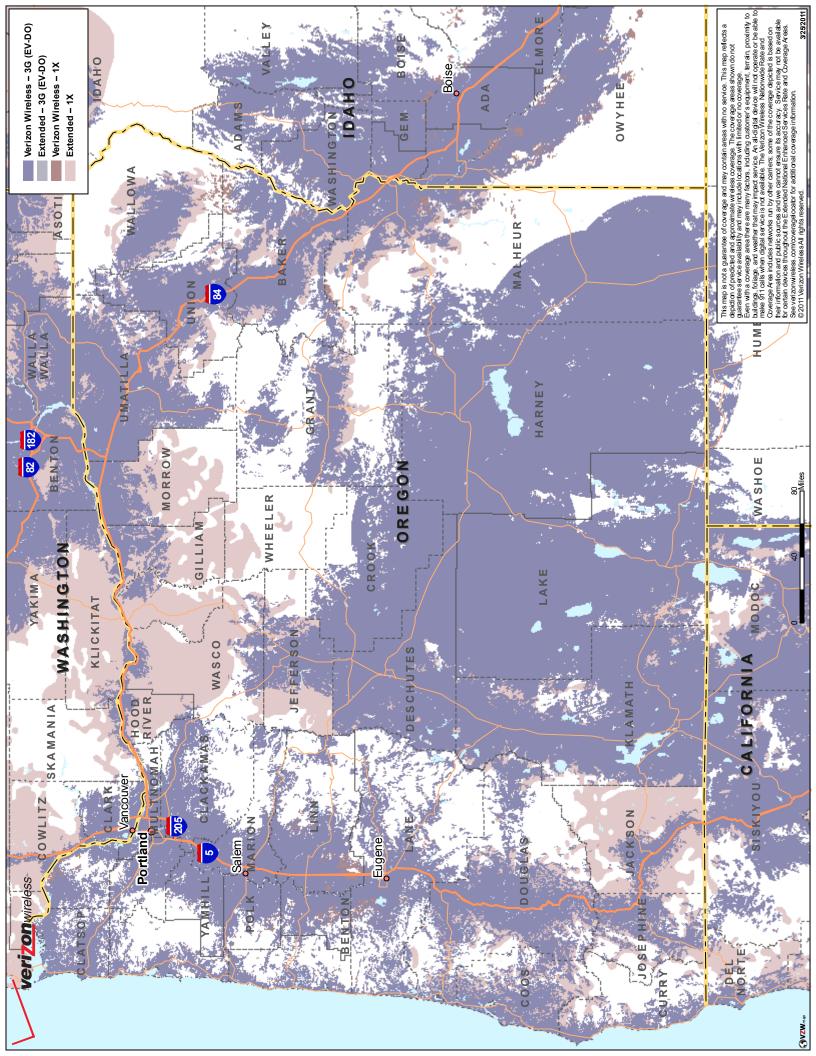


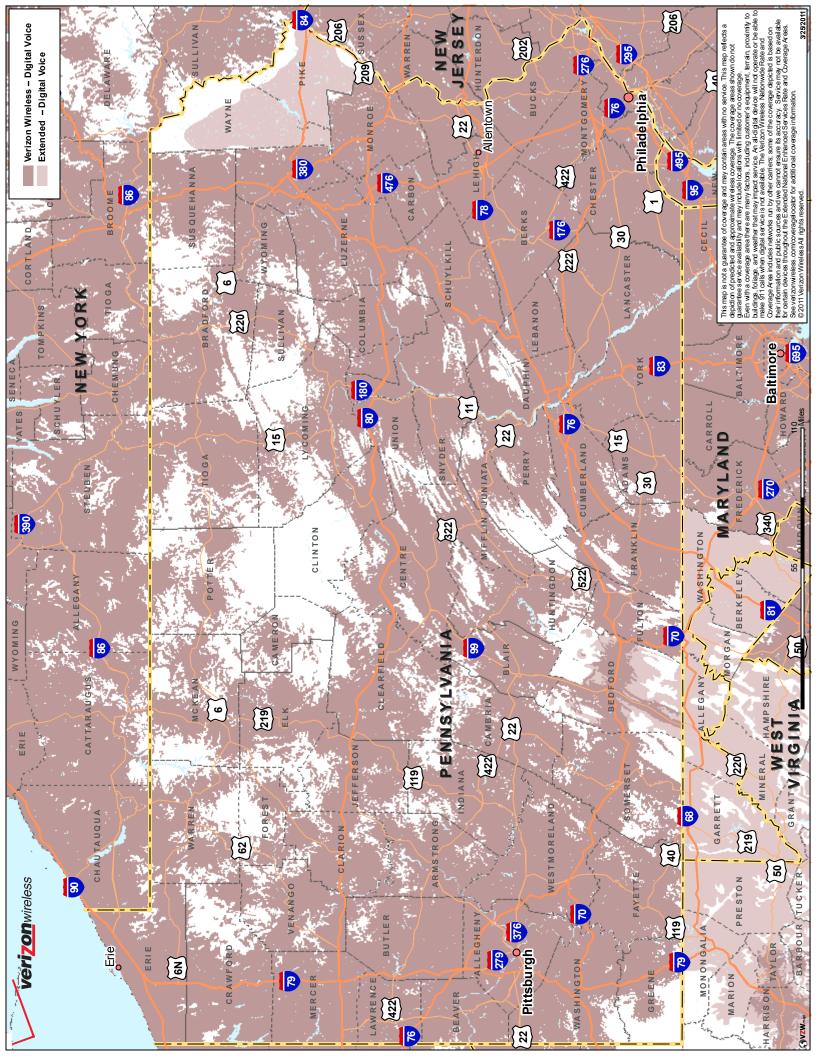


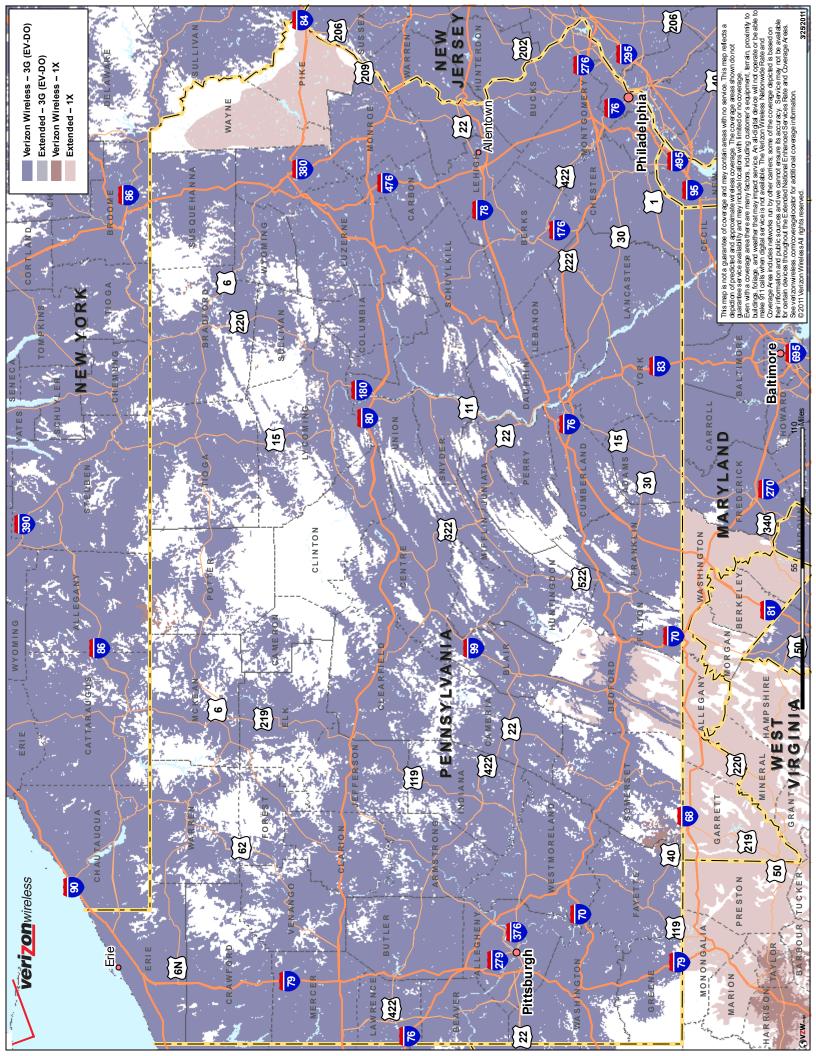


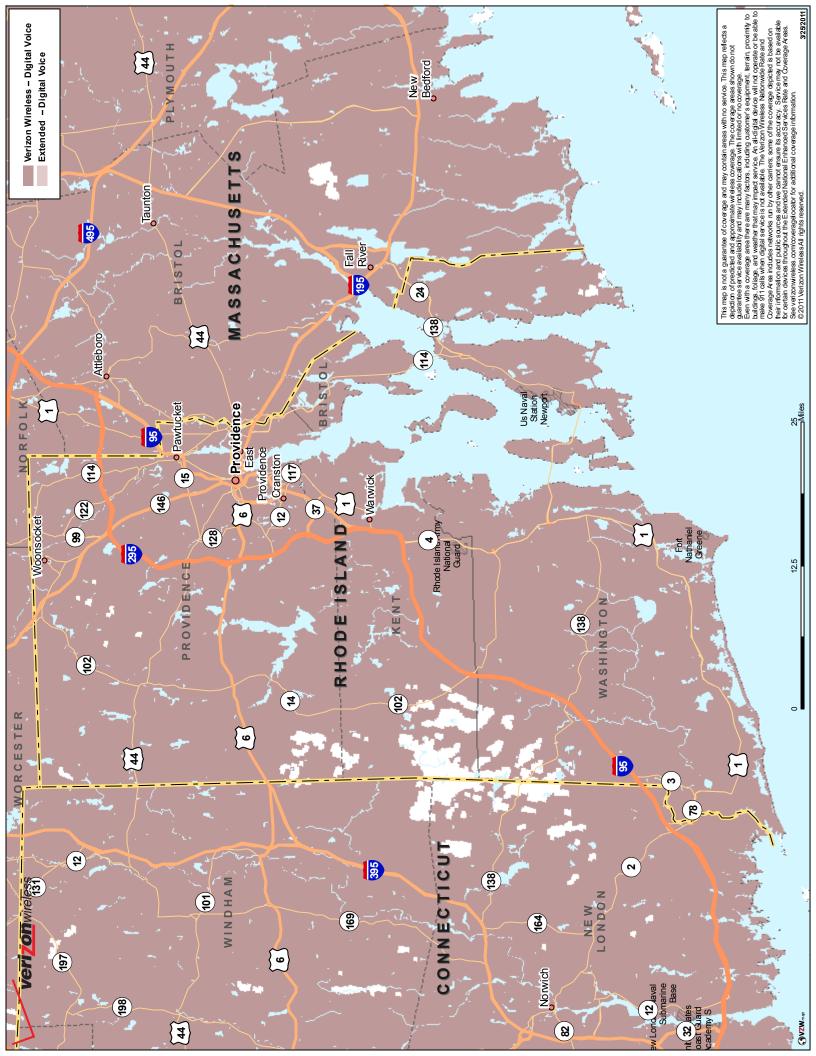


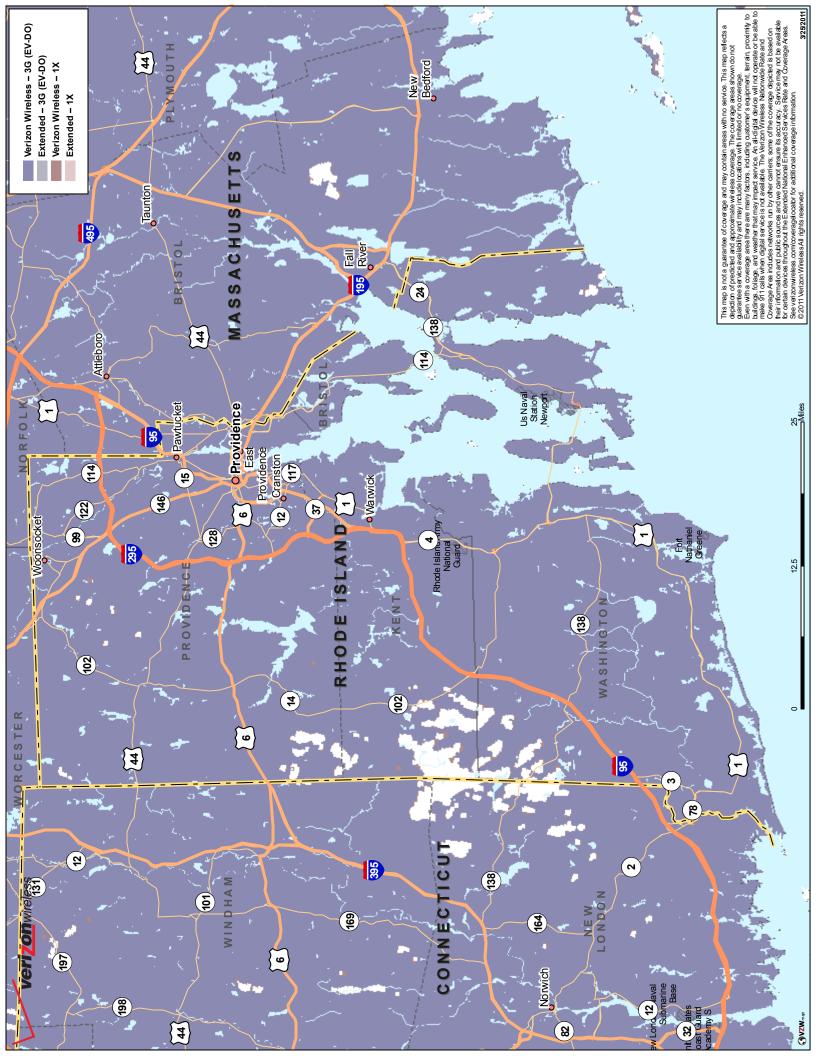


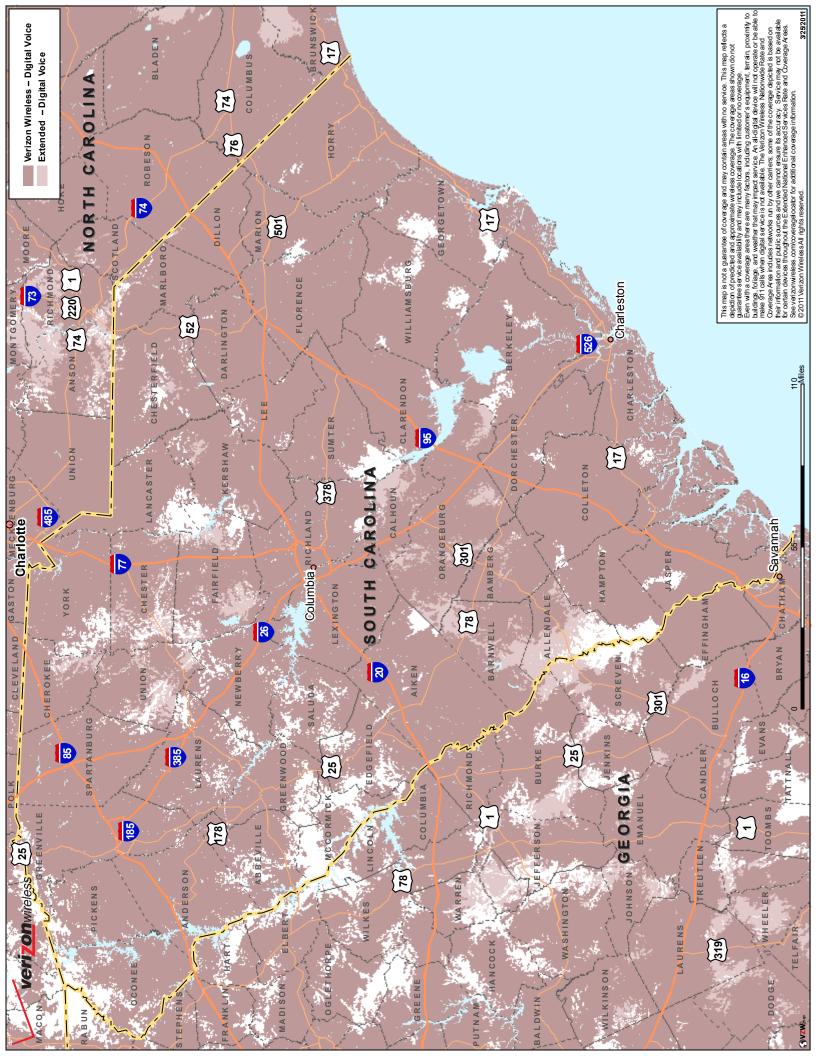


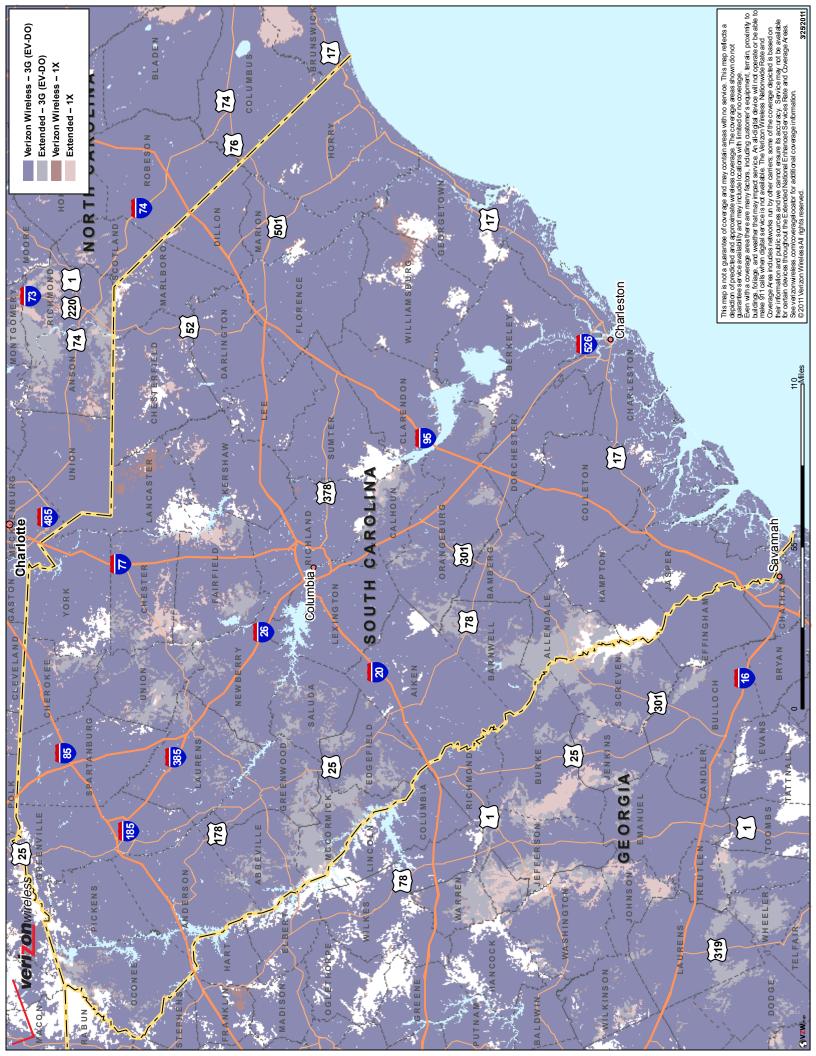


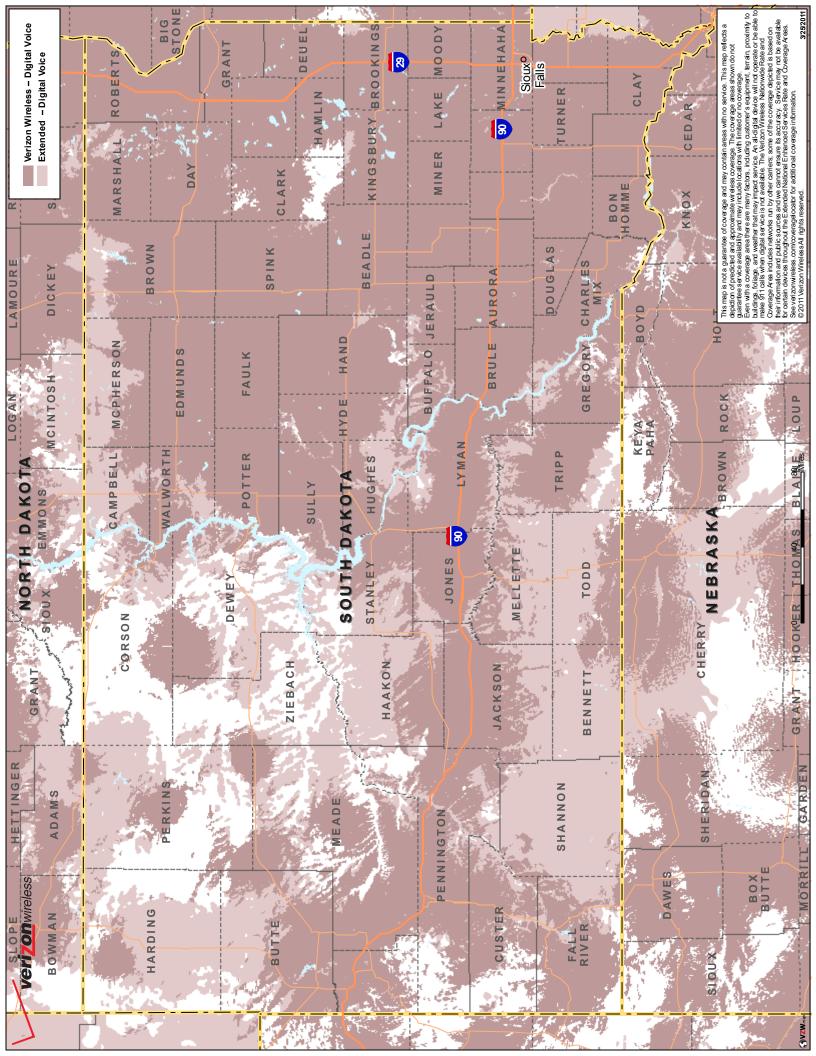


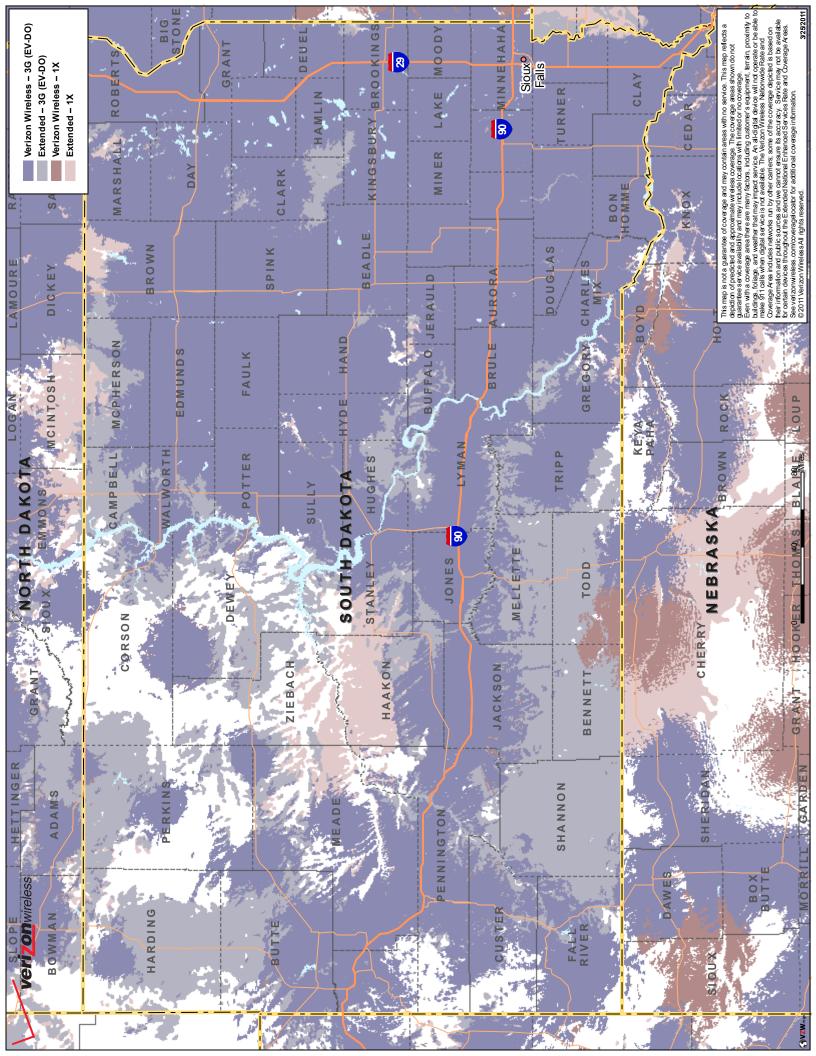


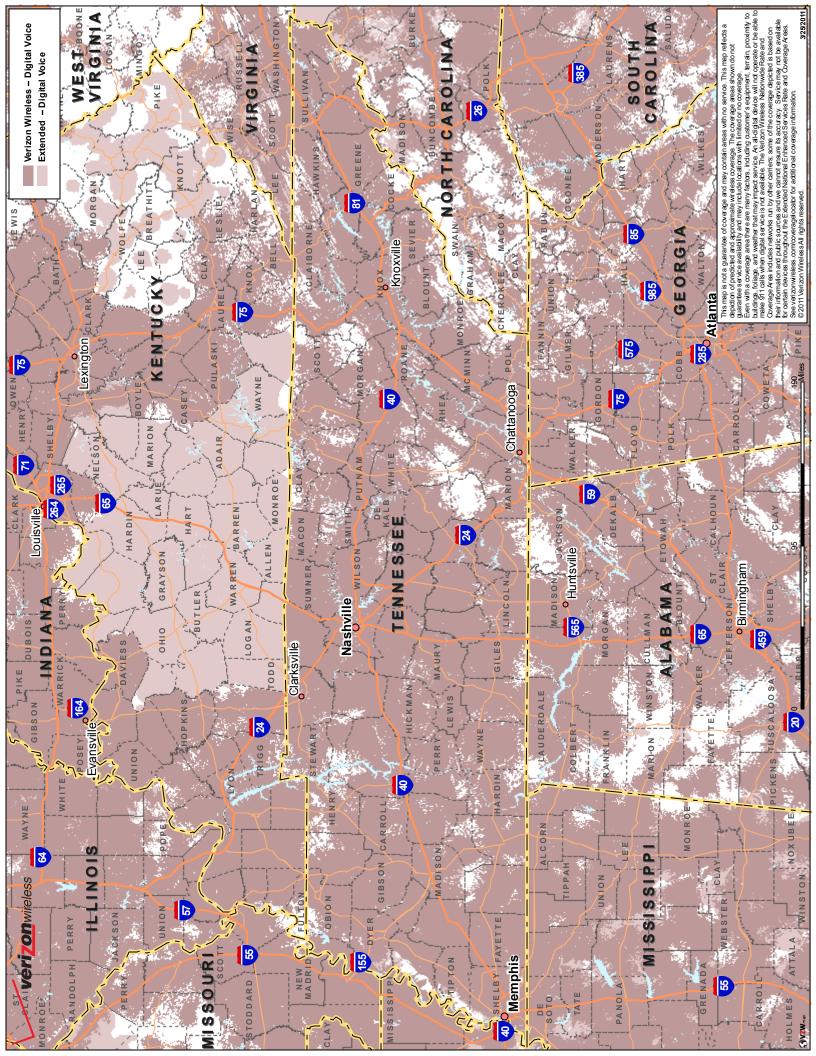


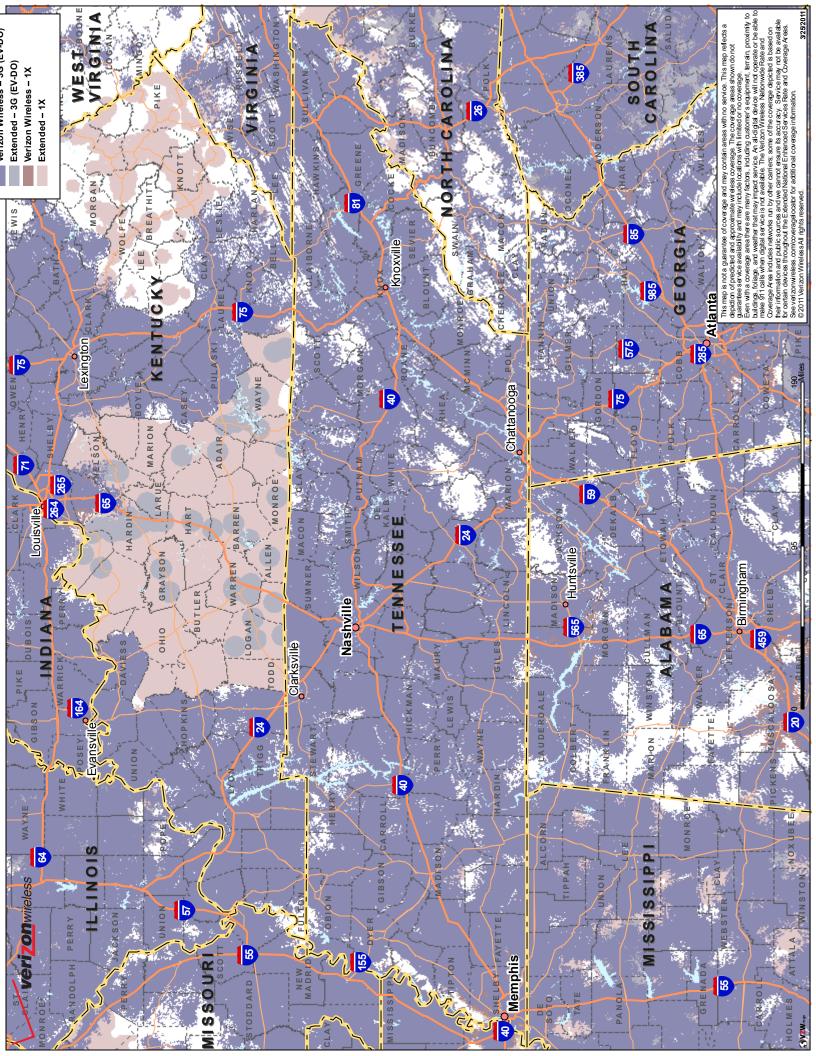


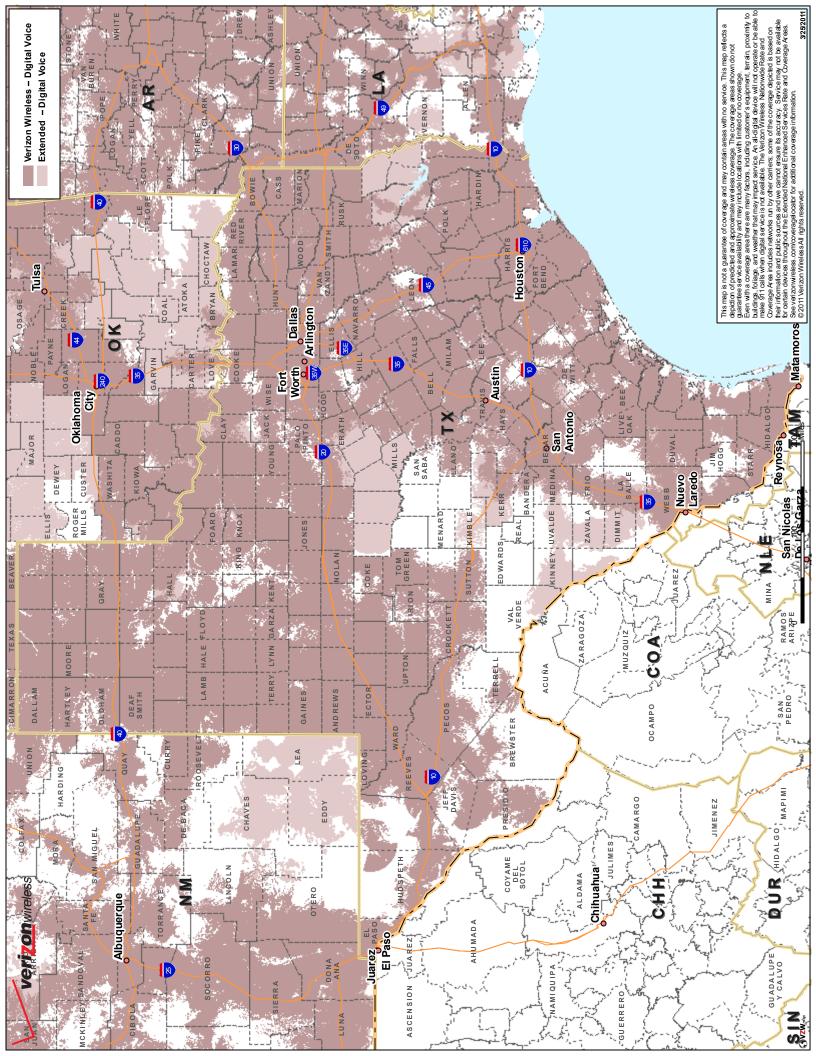


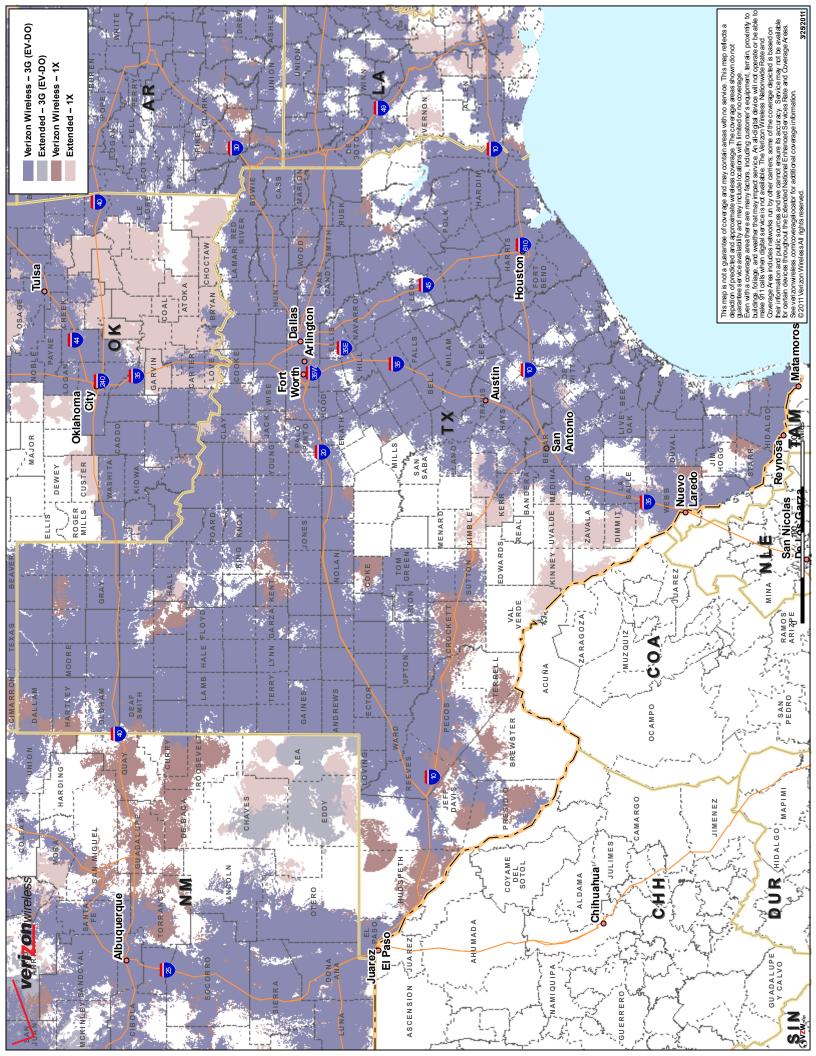


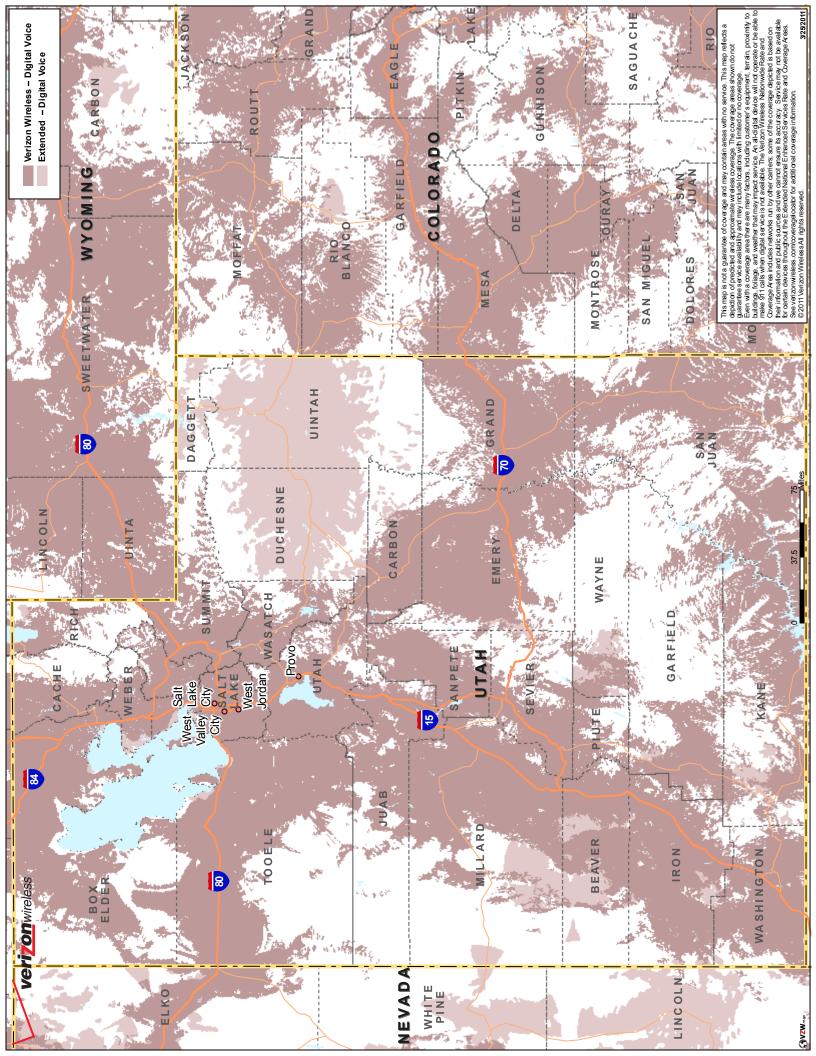


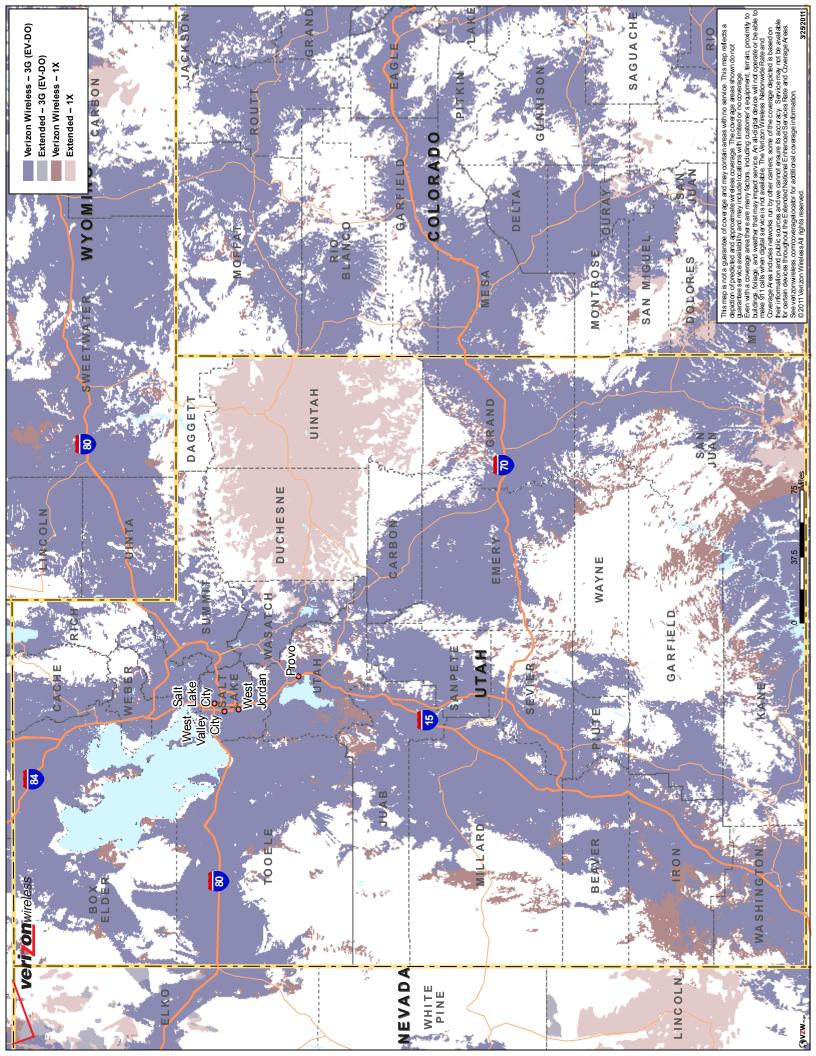


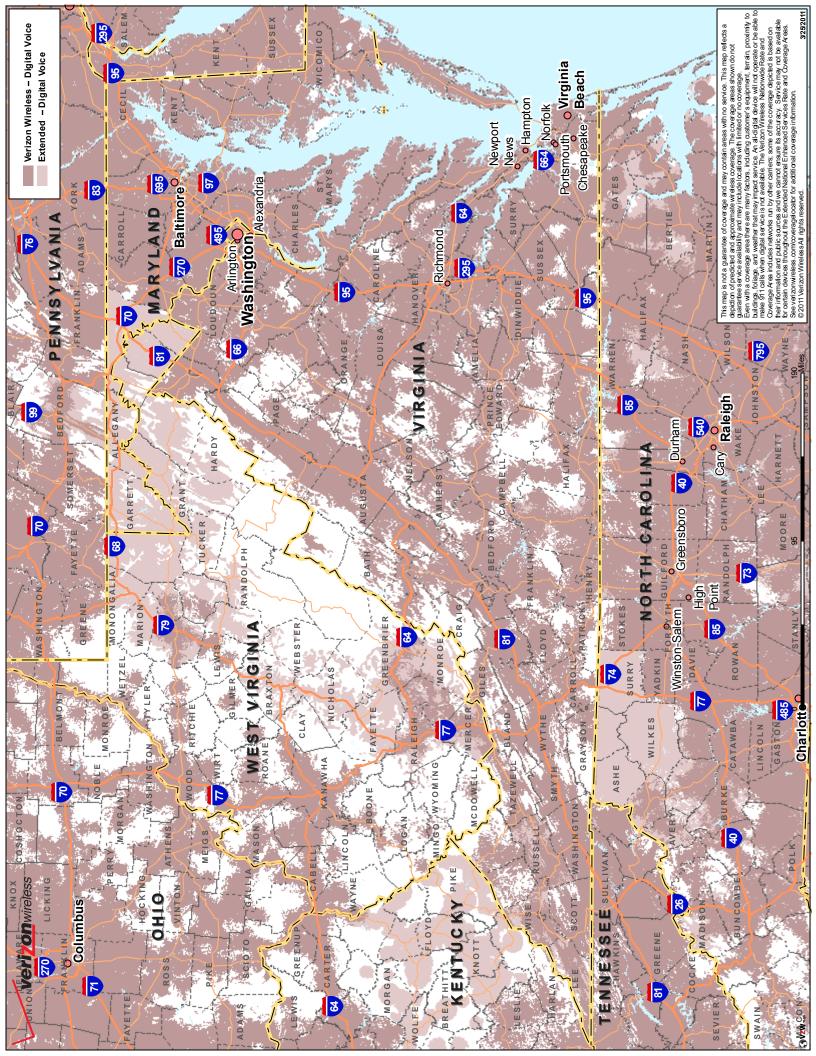


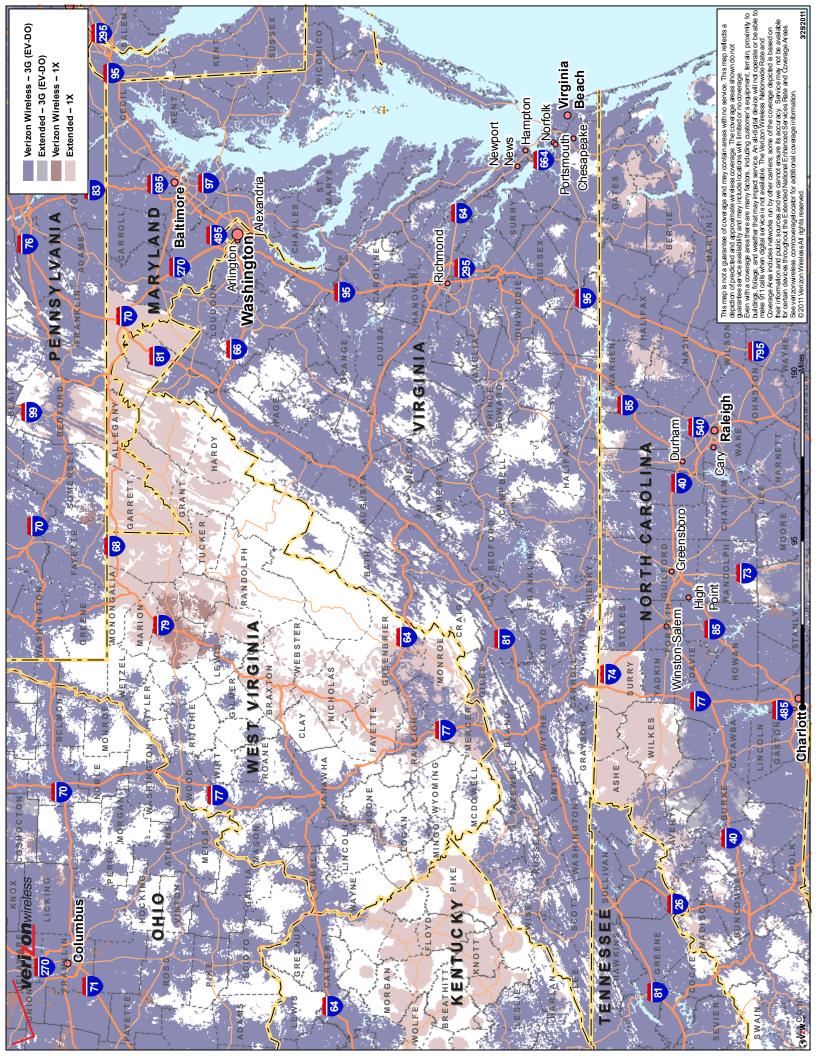


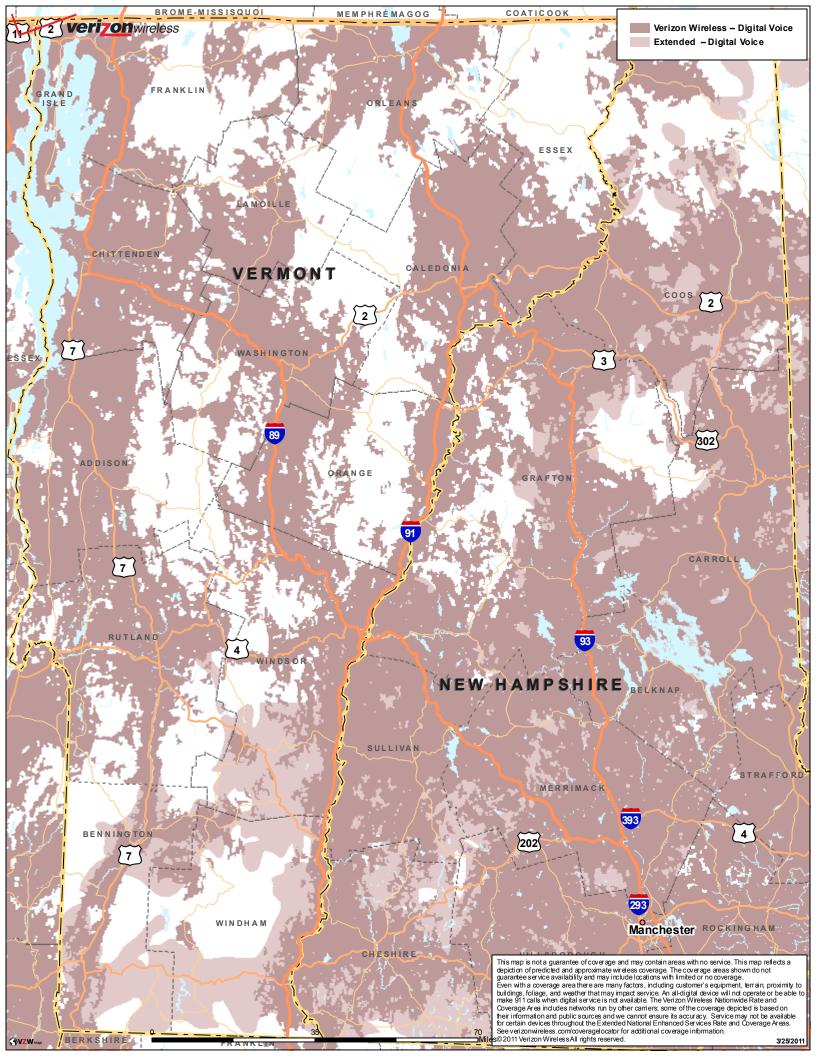


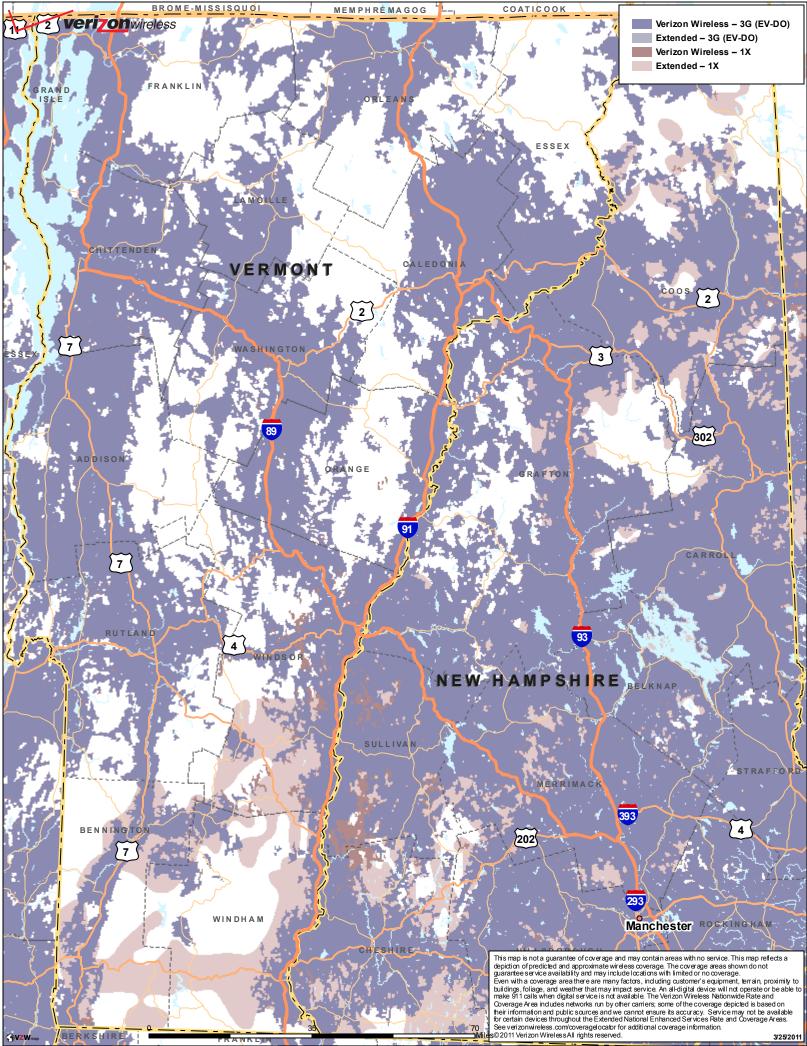


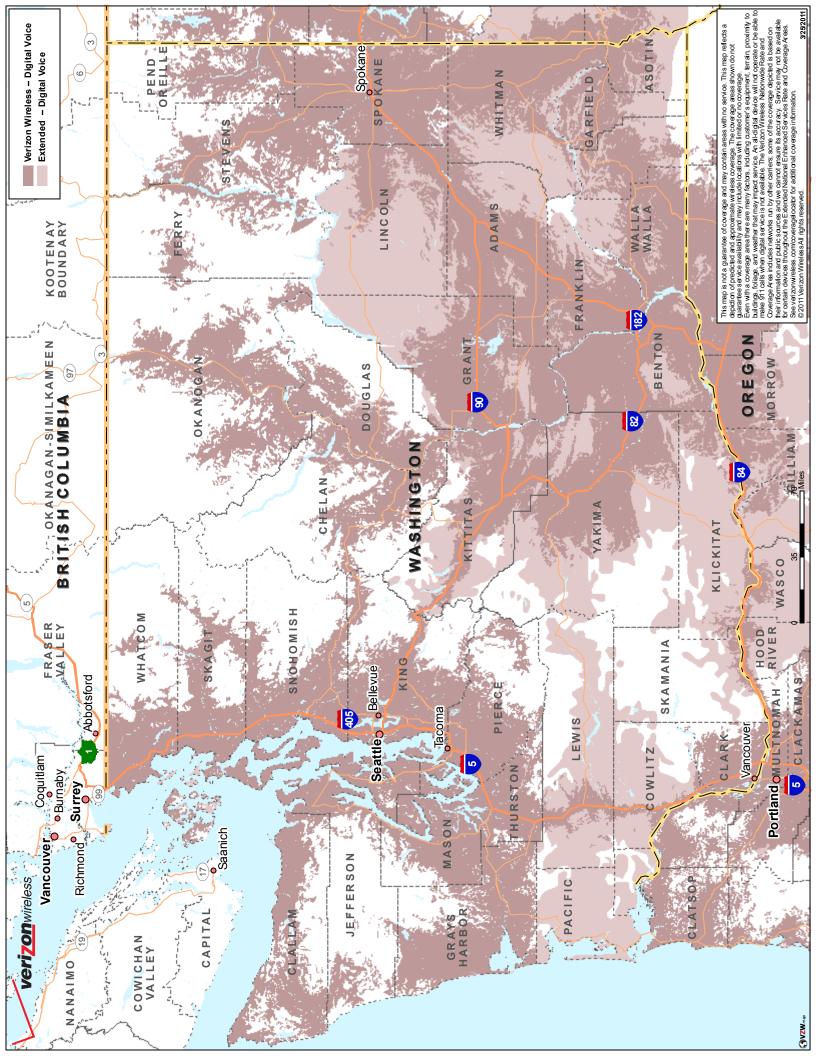


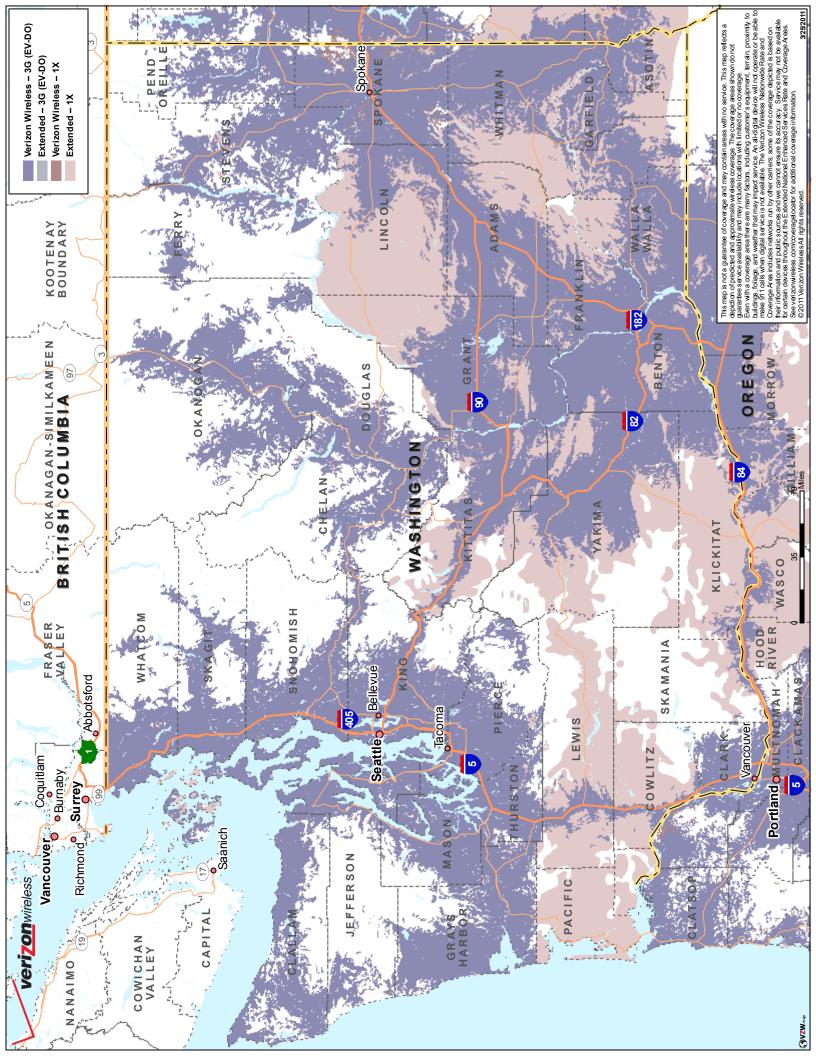


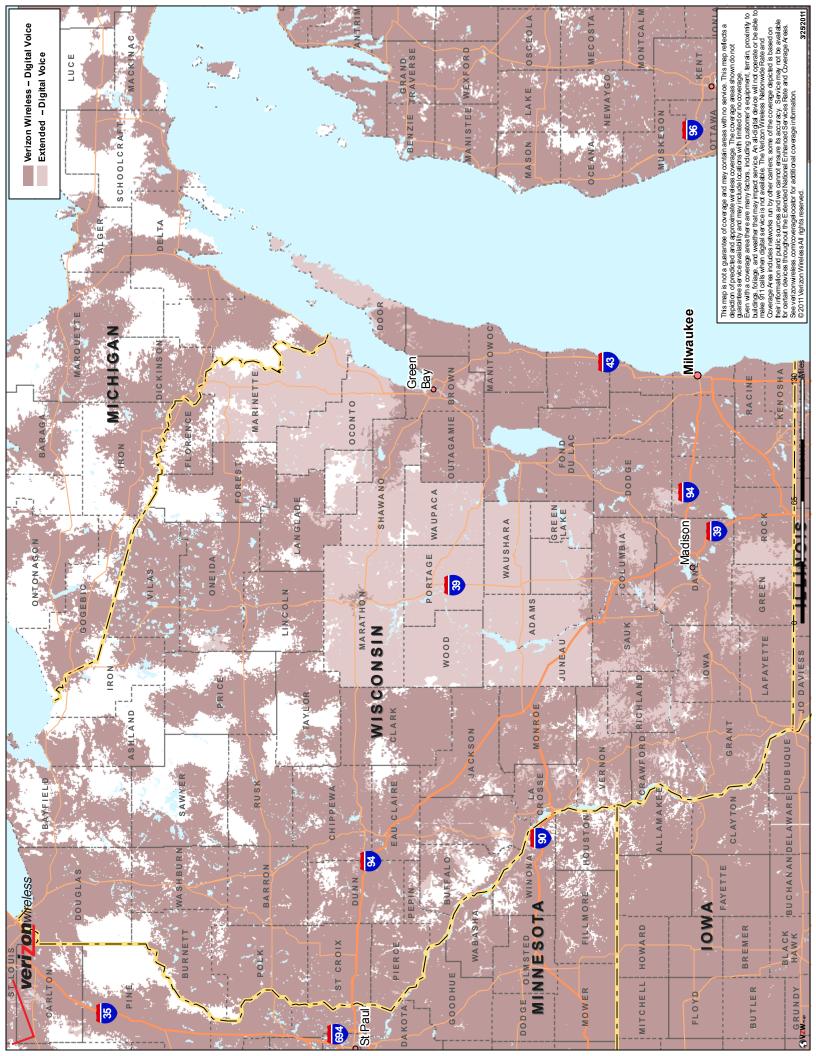


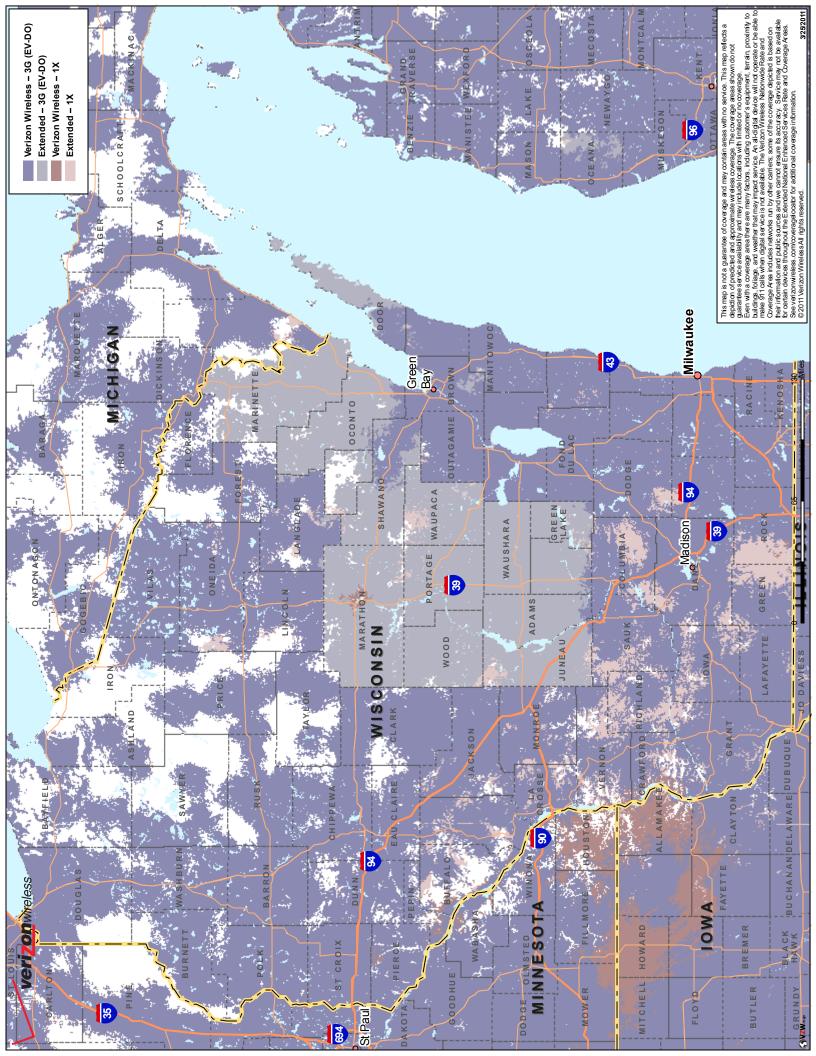


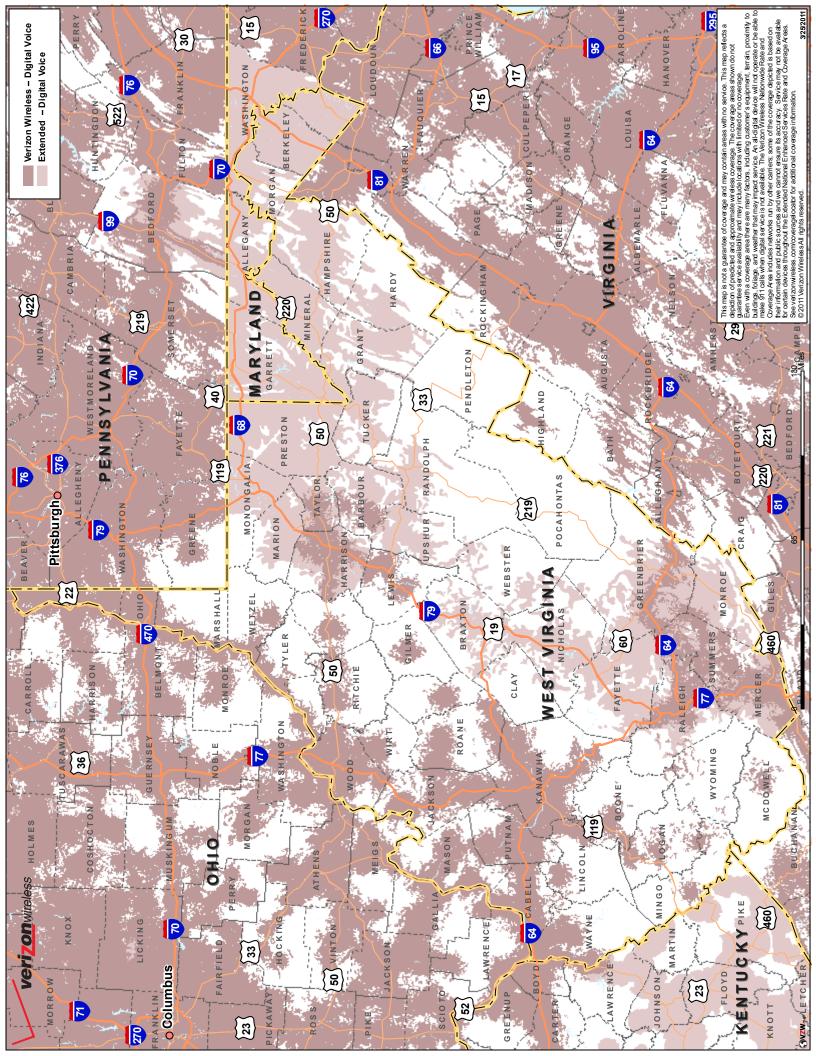


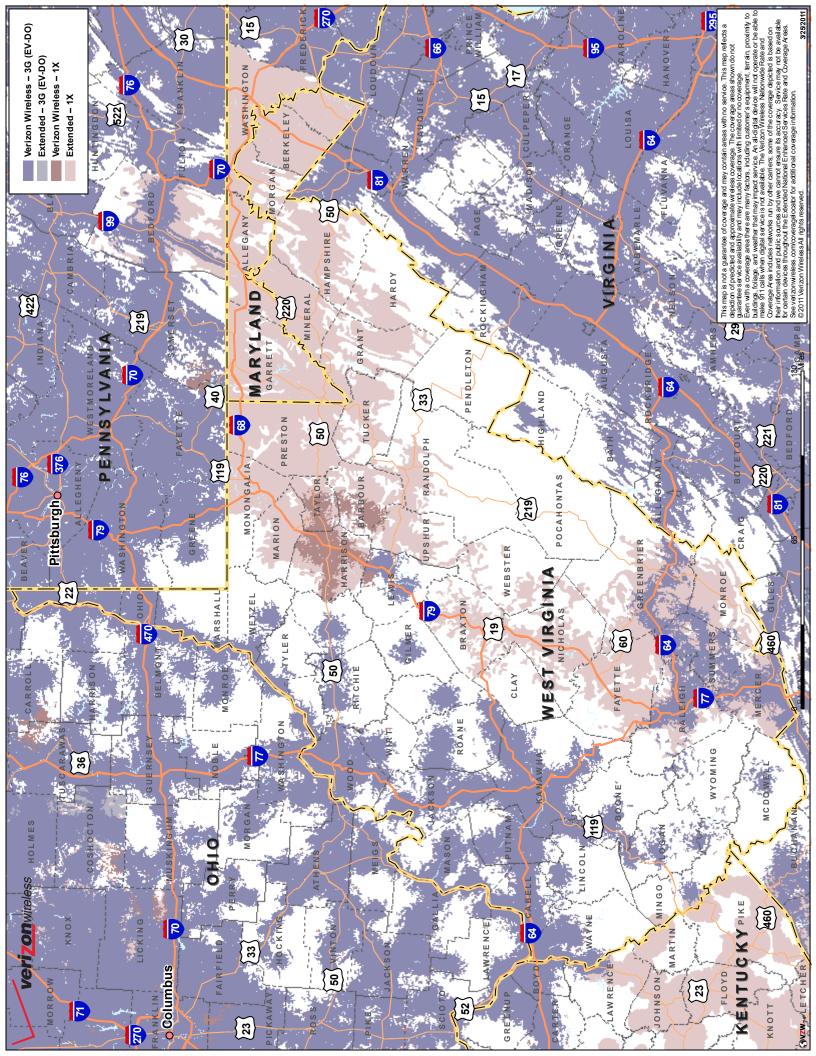


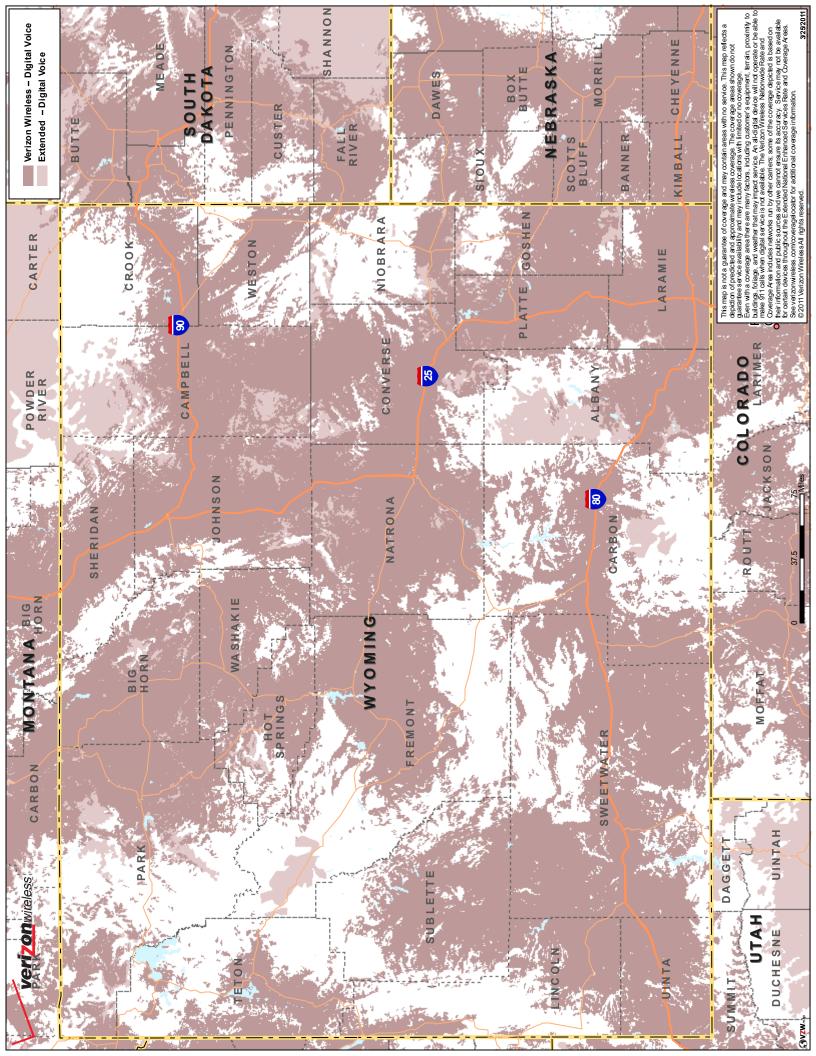


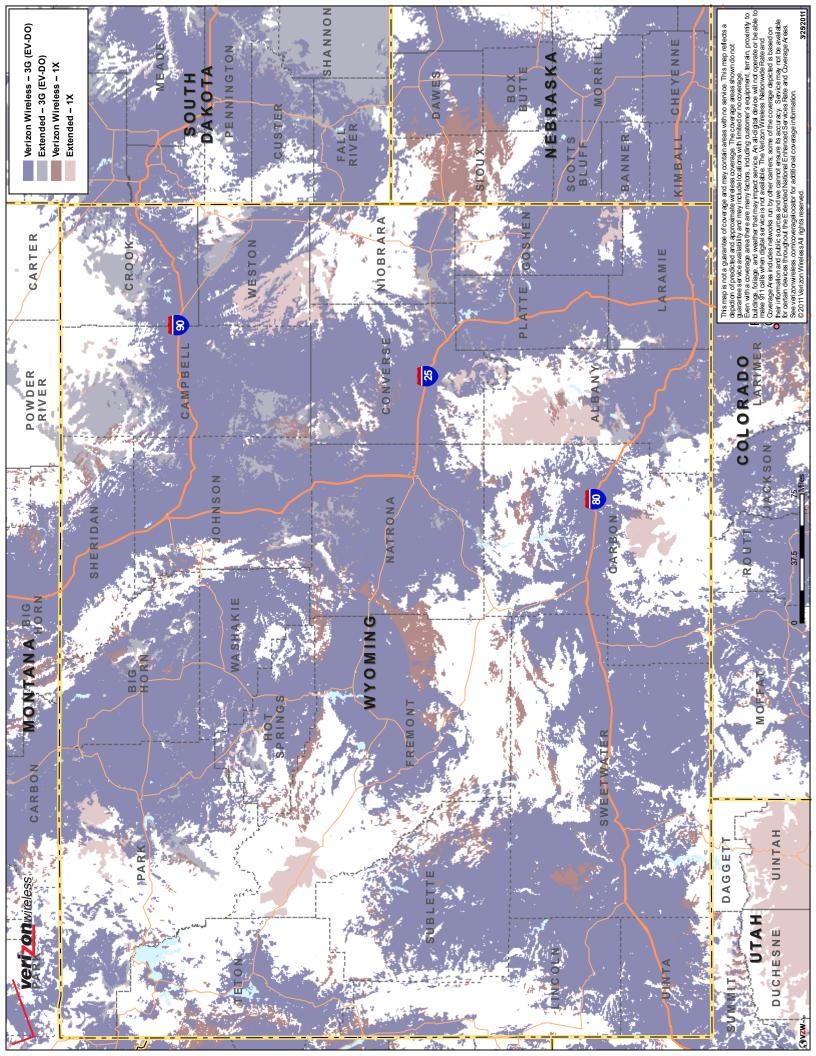


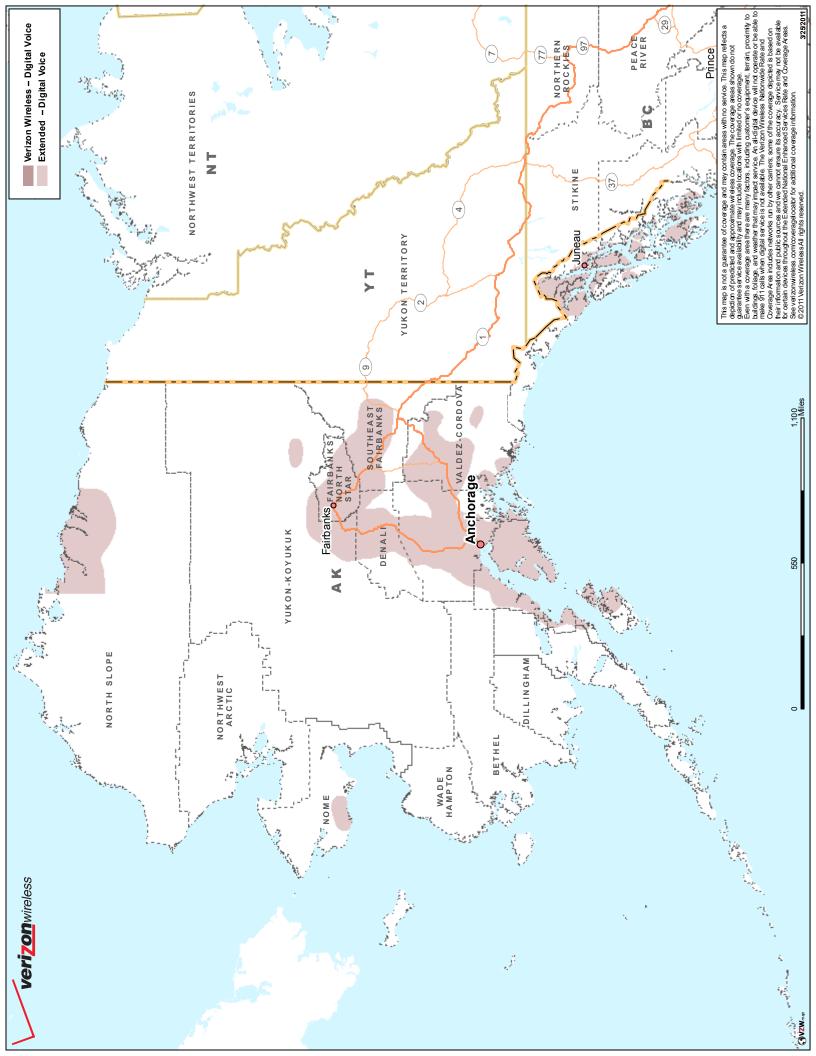


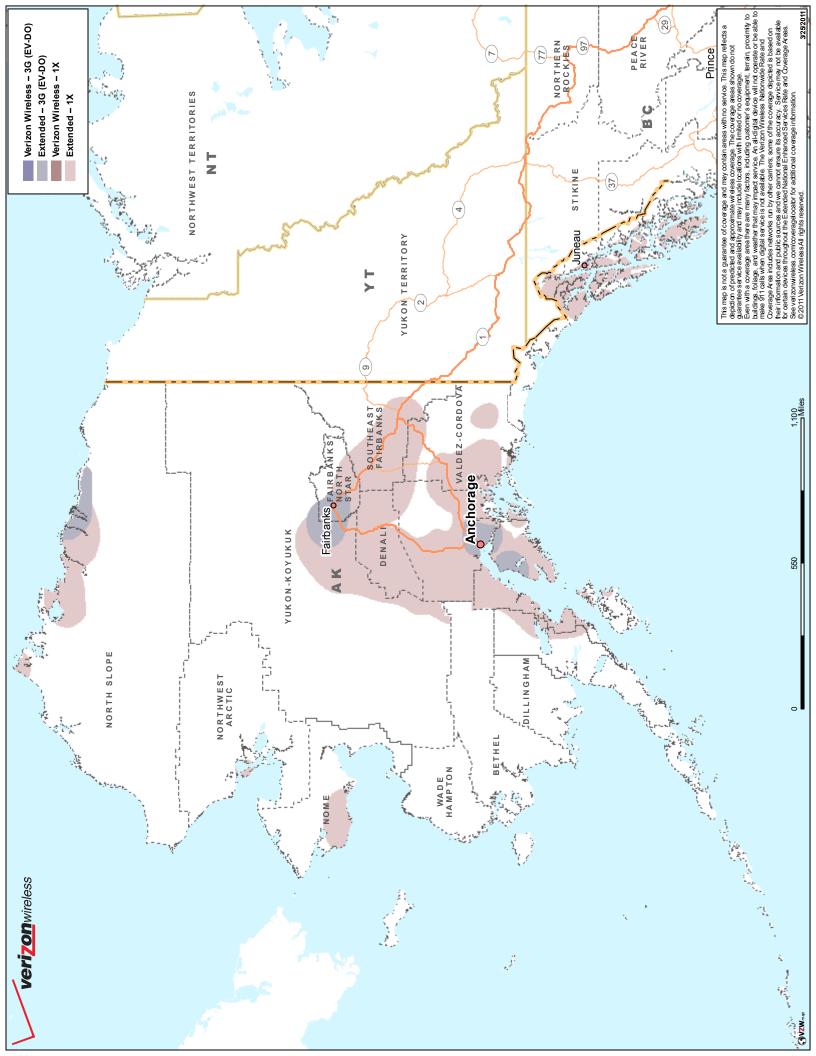


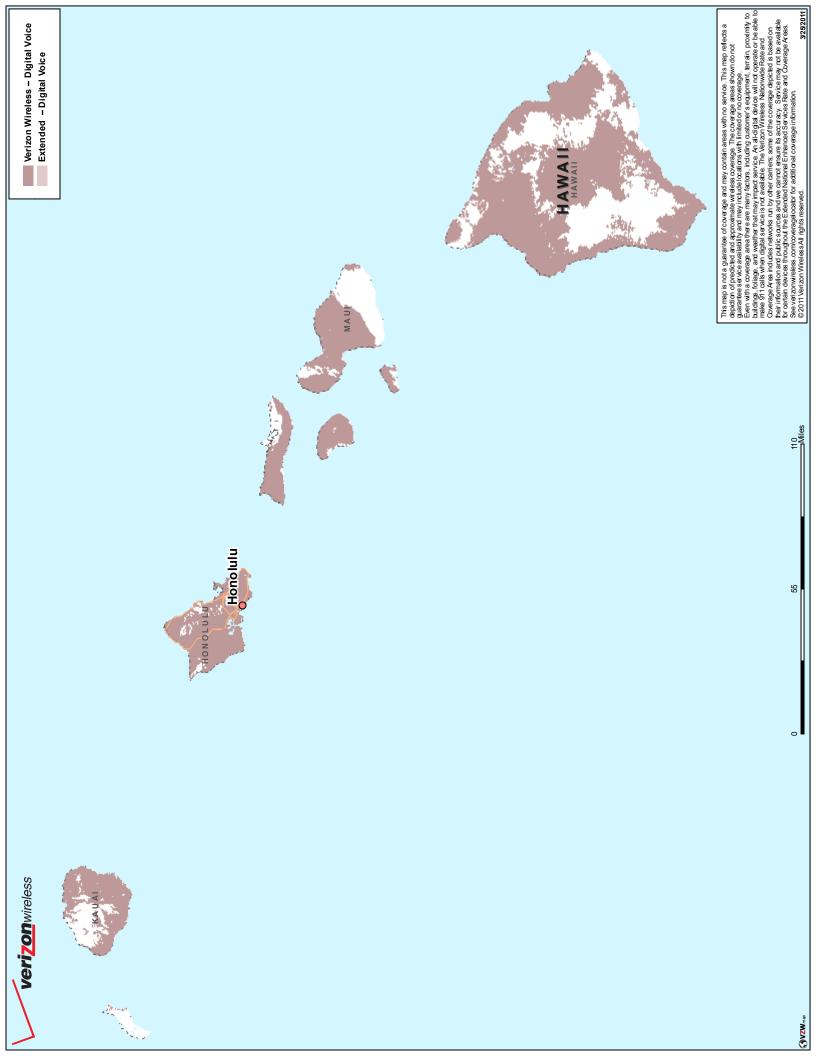


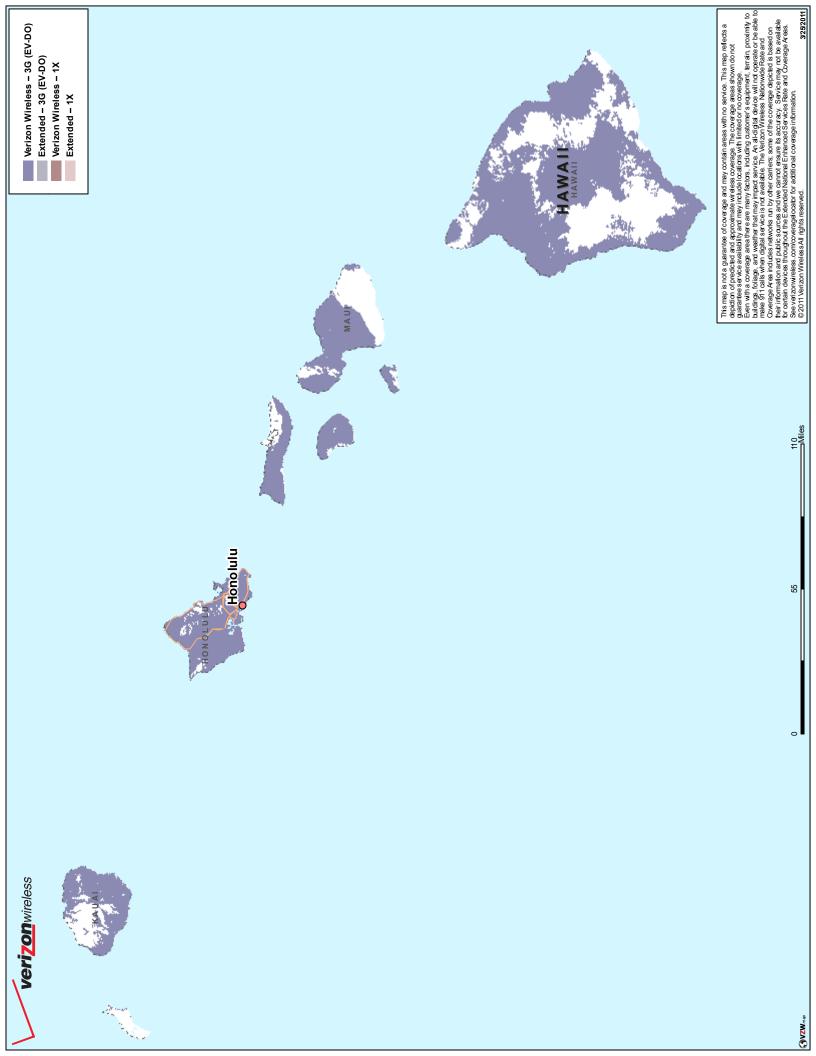


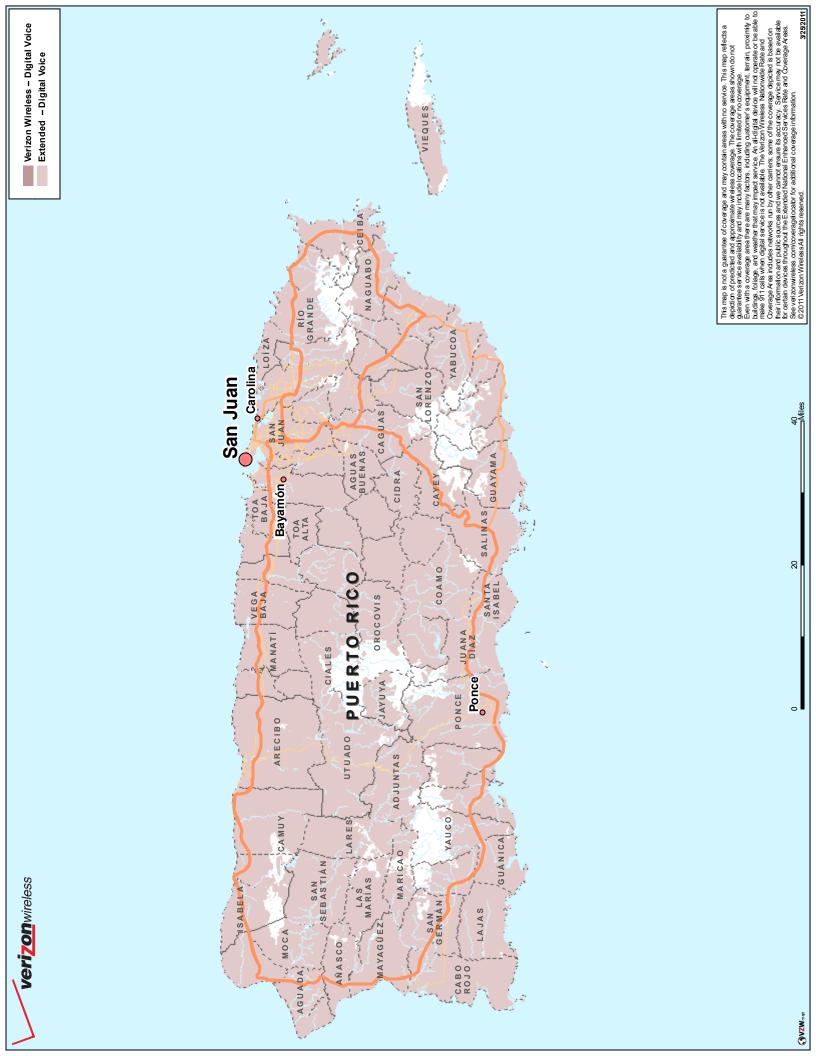


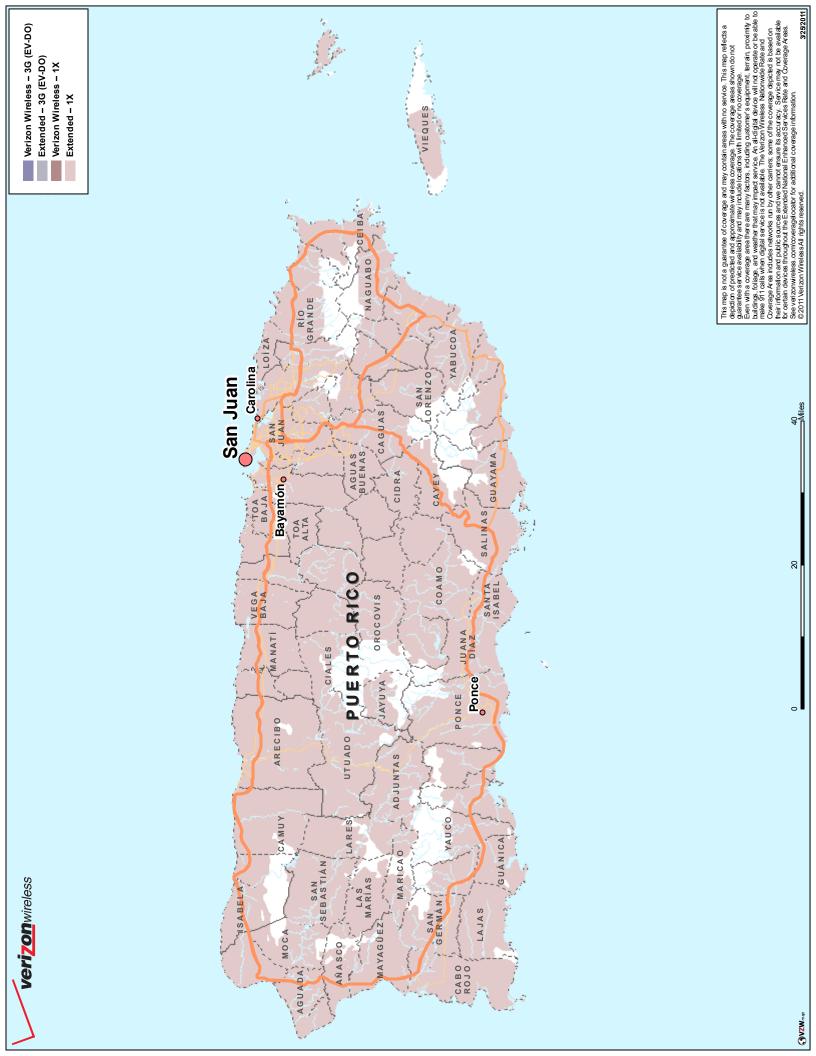












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	Corporate	Corporate Equipment Matrix - 2nd Quarter 2011	x - 2nd Quarter 2	011 FEATURE &	FEATURE & 3G MULTIMEDIA PHONES	PHONES	
		Effe	Effective: April 1, 20	April 1, 2011 - June 30, 2011	11		
Manufacturer	Casio	iio	_	-	LG LG	-	Motorola
	G'zOne Brigade	G'zOne Ravine	Cosmos Touch VN270	Octane VN530	Cosmos VN250	Accolade VX5600	V860 Barrage
	(®)))			€ 10 10 10 10 10 10 10 10 10 10			
Mobile Web Capable	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Two way SMS	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EMS Capable	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EV-DO compatible	Yes	Yes	Yes	Yes	Yes (Rev. 0)	Yes (Rev. 0)	Yes
Tri-Mode or All Digital	All Digital	All Digital	All-Digital	All-Digital	All-Digital	All-Digital	All Digital
Color Display	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Media Center	Yes	Yes	Yes	Yes	Yes	Yes	Yes
MP3 Capable	Yes	Yes	Q	No	No	Q	Yes
Battery usage time	360 min	300 min	360 min	380 min	360 min	460 min	383 min
Battery standby	90 hrs	80 hrs	480 hrs	340 hrs	576 hrs	679 hrs	534 hrs
Weight	6.0 oz	4.6 oz	4.37 oz.	4.5 oz.	4.4 oz.	3.0 oz	4.20 oz
Display	2.9"	2.2"	2.8"	2.6"	2.0"	1.76"	2.2"
Memory locations	500	500	1000	1000	1000	1000	1000
Voice-activated dialing	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Speakerphone	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Color faceplates available	o	oZ	o	No	o	QN	Q
Optional Headset available for phone	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth)	Yes (Bluetooth)	Yes (Bluetooth)	Yes (Bluetooth)	Yes (Bluetooth Stereo)
Note: Does not include "While Supplies Last" inventory	Supplies Last [®] inventory						

Verizon Wireless Yes (Bluetooth) Yes (Rev. 0) All Digital 240 min 220 hrs Salute 3.95 oz 1000 Yes Yes Yes Yes Yes Yes 2.4" Yes Yes ů C all T Yes (Bluetooth Stereo) All Digital Convoy 300 min 537 hrs 3.88 oz Corporate Equipment Matrix - 2nd Quarter 2011 FEATURE & 3G MULTIMEDIA PHONES (continued) 1000 Yes Yes Yes Yes Yes Yes Yes Yes Yes 2.2" ŝ Intensity II All Digital 300 m in 300 hrs 4.10 oz Yes 1000 Yes 2.2" Yes Yes Ŷ Yes Yes Yes Yes Yes Yes Yes (Bluetooth not available) Haven SCH-u320 Yes (Rev. 0) Effective: April 1, 2011 - June 30, 2011 Samsung All Digital 336 hrs 300 min 3.49 oz Line Phil Yes Yes Yes Yes Yes Yes 500 Yes Yes Ŷ 2.2" Gusto SCH-u630 Yes (Bluetooth) Yes (Rev. 0) All Digital 420 min 350 hrs 3.27 oz Yes Yes Yes Yes Yes Yes 2.0" 1000 Yes Yes Ŷ Zeal SCH-U750 Yes (Bluetooth) Yes (Rev. 0) All Digital 300 min 336 hrs 4.34 oz 1000 Yes Yes Yes Yes Yes Yes 2.6" Yes Yes ů Jest TXT8040VW Yes (Bluetooth) All Digital 276 min 358 hrs 4.10 oz Yes 1000 Yes Yes Yes Yes Yes Yes 2.6" Yes Yes ů Pantech Note: Does not include "While Supplies Last" inventory Crux CDM8999 Yes (Bluetooth) All Digital 312 min 324 hrs 4.10 oz Yes 1000 Yes Yes Yes Yes Yes Yes 3.0" Yes Yes ŝ Optional Headset available for phone Color faceplates available /oice-activated dialing **Fri-Mode or All Digital Mobile Web Capable** EV-DO compatible Sattery usage time lemory locations **Battery standby** Fwo way SMS peakerphone EMS Capable **MP3** Capable Color Display Manufacturer **Media** Center Display Neight

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		Corporat	e Equipment M	latrix - 2nd Qua	Corporate Equipment Matrix - 2nd Quarter 2011 - 3G & 4G SMARTPHONES/DATA DEVICES	4G SMARTPHO	NES/DATA DE/	/ICES		
				Effective: A	April 1, 2011 - June	- June 30, 2011				
Manufacturer	HTC		PT				Motorola	ola		Palm
Phone Model	ThunderBolt ADR6400 VL 600 4G USB Modem	VL 600 4G USB Modem	Vortex V S660	Ally VS740	Fathom VS750	DROID Pro	DROID 2 Global A956	Citrus WX445	DROID X	Palm Pre 2
						0	8		•	
Wi-Fi Capable	Yes	Ŷ	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Web Capable	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Two way SMS	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EMS Capable	Yes	QN	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
LTE Compatible	Yes	Yes	٥N	No	No	No	٥N	No	No	No
EV-DO Compatible	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Tri-Mode or All Digital	All Digital	All Digital	All Digital	All Digital	All Digital Quad Band	All Digital Quad Band	All Digital Quad Band	All Digital	All Digital	All Digital
Color Display	Yes	V/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Media Center	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Battery usage time	380 min	Device Dependant	450 min	450 min	420 min	390 min	500 min	380 min	480 min	330 min
Battery standby	330 hrs	Device Dependant	500 hrs	500 hrs	475 hrs	330 hrs	230 hrs	300 hrs	220 hrs	350 hrs
W eight	6.21 oz	1.76 oz	4.44 oz	5.57 oz	5.36 oz	4.73 oz	4.73 oz	3.88 oz	5.47 oz	5.10 oz
Display	4.3"	N/A	3.2"	3.2"	3.2"	3.1"	3.7"	3.0"	4.3"	3.1"
Software version	Android 2.2	N/A	Android 2.2	Android 2.1	Windows Mobile	Android 2.2	Android 2.2	Android 2.1		Palm webOS 2.0.1 Build 100
Memory locations	Dependant upon available memory	N/A	Dependent upon optional removable memory	Dependent upon optional removable memory	Dependent upon internal memory	Virtually limitless (only constraint - on-board 2GB memory)	Virtually limitless (only constraint - on-board 8GB memory)	Dependent upon optional removable memory	Dependent upon optional removable memory	Dependent upon available memory
Voice-activated dialing	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Speakerphone	Yes	V/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Optional Headset available for phone	Yes (Bluetooth Stereo)	No	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)
Note: Does not include "	Note: Does not include "While Supplies Last" inventory	2								

Note: Does not include "While Supplies Last" inventory

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		Corporate Equipment Matrix - 2nd Q	ient Matrix - 2nd (Quarter Quarter 2	2011 - 3G & 4G S	tuarter Quarter 2011 - 3G & 4G SMARTPHONES/DATA DEVICES (continued)	DATA DEVICES ((continued)		
				Effective: April	April 1, 2011 - June 30, 2011	30, 2011				
Manufacturer	Pantech	Research in Motion		Samsung			-	Verizon Wireless		
Phone Model	UML 290 4G USB Modem	BlackBerry Curve 3G 9330	4G LTE Mobile Hotspot SCH-LC11	Continuum SCH-1400	Fascinate SCH-I500	USB551L 4G Modem	UMW190 (Global USB Modem)	Escapade	PC770 2-in-1 Mobile Broadband Card	Five Spot Global Ready 3G Mobile Hotspot
			1							Q I
Wi-Fi Capable	Ŷ	Yes	Yes	Yes	Yes	No	No	°N	No	Yes
Web Capable	N/A	Yes	N/A	Yes	Yes	NA	N/A	Yes	Yes	Yes
Two way SMS	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
EMS Capable	Q	Yes	N/A	Yes	Yes	N	No	Yes	No	Q
LTE Compatible	Yes	Q	Yes	No	Q	Yes	No	oN	No	Q
EV-DO Compatible	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes - Rev A	Yes - Rev A + WiFi
Tri-Mode or All Digital	All Digital	All Digital	All Digital	All Digital	All Digital	All Digital	All Digital (CDMA & GSM)	All Digital (CDMA & GSM)	All Digital	Quad Band
Color Display	N/A	Yes	N/A	Yes	Yes	N/A	N/A	Yes	N/A	N/A
Media Center	Q	Ŷ	N/A	No	N	No	No	Yes	No	No
Battery usage time	Device Based	270 min	216 min	420 min	420 min	Device Based	Device Based	226 min	Device Based	240 min
Battery standby	Device Based	252 hrs	9 hrs	312 hrs	312 hrs	Device Based	Device Based	316 hrs	Device Based	100 hrs
Weight	1.80 oz	3.70 oz	2.70 oz	4.41 oz	4.16 oz	1.23 oz	1.40 oz	3.40 oz	1.65 oz.	2.82 oz
Display	N/A	2.5"	N/A	3.4"	4.0"	NA	N/A	2.0"	5 line (Software)	٧N
Software version	N/A	5.0.0	SCH-LC11.EB06	i500.DH12	i500.DH12	MA	N/A	A/A	N/A	WA
Memory locations	N/A	Unlimited	N/A	Dependant upon available memory	Dependant upon available memory	NA	N/A	200	NA	Ψ/N
Voice-activated dialing	N/A	Yes	N/A	Yes	Yes	NA	N/A	Yes	N/A	NA
Speakerphone	N/A	Yes	N/A	Yes	Yes	NA	N/A	Yes	No	N
Optional Headset available for phone	Q	Yes (Bluetooth Stereo)	N/A	Yes (Bluetooth Stereo)	Yes (Bluetooth Stereo)	No	No	Yes (Bluetooth Stereo)	No	No
Note: Does not include "While Supplies Last" inventory	pplies Last" inventory									







iPhone 4 is more powerful, easier to use and more indispensable than ever. Combined with the new features in iOS 4 – including multitasking, enhanced security, better integration and new device management capabilities – iPhone is even better for business.

FaceTime

iPhone 4 makes video calling a reality. With just a tap, place a video call with your co-workers and colleagues – iPhone 4 to iPhone 4 over Wi-Fi.

Retina display

It's the sharpest, most vibrant, highest-resolution phone screen ever. With four times the pixel count of the previous iPhone, images and text are amazingly crisp.

Multitasking

Run your business apps and switch between them instantly without sacrificing performance or battery life.¹

Mail

Mail on iPhone is more powerful than ever. View email from all your accounts together in the new unified inbox, or access each inbox separately and switch between them with a few taps.

Folders

Keep your apps organized and declutter your Home screen. You can easily find and launch your favourite apps with a couple of taps. And iPhone automatically assigns a folder name based on the category of apps inside it.

Apps

Thousands of third-party iPhone apps have been designed to make your business more productive. Manage your sales pipeline, tap into your accounting system or even attend a web conference. With so many tools to choose from – and the ability to create custom apps for your enterprise – iPhone makes it easy to get work done anywhere.

Integration

iPhone connects to Microsoft Exchange, so your business email, calendar and contacts are always up to date. Support for SSL VPN enables secure access to Juniper and Cisco VPN servers via third-party apps on the App Store. And iOS 4 now supports multiple Exchange ActiveSync accounts and works with Exchange Server 2010.

Security

Security enhancements further protect email messages and attachments using the unique device passcode as an encryption key. And developers can incorporate new data protection APIs to protect custom and commercial apps so that business-critical information is protected if a device is compromised.

Deployment

iPhone provides flexible deployment options, including support for Mobile Device Management so you can wirelessly configure settings, monitor compliance and wipe or lock managed iPhone devices. You can also securely host and wirelessly distribute new and updated versions of your in-house apps – no need for users to connect to their computers.

iPhone 4 technical specifications

Display

3.5-inch (diagonal) widescreen Multi-Touch display

Resolution 960-by-640-pixel resolution at 326 ppi

Storage 16GB or 32GB flash drive²

Cellular CDMA EV-DO Rev. A (800, 1900 MHz)

Wireless data

CDMA EV-DO Rev. A (800, 1900 MHz), Wi-Fi 802.11b/g/n (802.11n 2.4GHz only), Bluetooth 2.1 + EDR wireless technology

GPS Assisted GPS

Camera 5 megapixels

Battery Built-in rechargeable lithium-ion battery³

Talk time Up to 7 hours on 3G.

Standby time Up to 300 hours³

Internet use Up to 6 hours on 3G,³ up to 10 hours on Wi-Fi³

Video playback Up to 10 hours³

Audio playback Up to 40 hours³

Dimensions

115.2 mm by 58.6 mm by 9.3 mm⁴

Weight

137 grams⁴

In the box

iPhone 4, Apple earphones with remote and mic, Dock Connector to USB cable, USB Power Adapter, documentation

Input and output

30-pin dock connector, 3.5-mm stereo headphone minijack, built-in speaker, built-in microphone.

Video

Video formats supported: H.264 video up to 720p, 30 frames per second, Main Profile level 3.1 with AAC-LC audio up to 160 Kbps per channel, 48kHz, stereo audio in .m4v, .mp4, and .mov file formats; MPEG-4 video, up to 2.5 Mbps, 640 by 480 pixels, 30 frames per second, Simple Profile with AAC-LC audio up to 160 Kbps per channel, 48kHz, stereo audio in .m4v, .mp4, and .mov file formats; Motion JPEG (M-JPEG) up to 35 Mbps, 1280 by 720 pixels, 30 frames per second, audio in ulaw, PCM stereo audio in .avi file format

Mac system requirements

Mac computer with USB 2.0 port, Mac OS X 10.5.8 or later, iTunes 10.1 or later, iTunes Store account, Internet access

Windows system requirements

PC with USB 2.0 port, Windows Vista or Windows XP Home or Professional with Service Pack 2 or later; iTunes 10.1 or later, iTunes Store account, Internet access

For a complete set of iPhone 4 technical specifications, go to **www.apple.com/iphone/specs.html**.

Please contact your Verizon Wireless business specialist for additional information on products, pricing and services.



1. Multitasking is not available with all apps. Some applications are not available in all areas. Application availability and pricing are subject to change. 2. 1GB = 1 billion bytes; actual formatted capacity less. 3. All battery claims depend on network configuration and many other factors; actual results will vary. Rechargeable batteries have a limited number of charge cycles and may eventually need to be replaced by an Apple service provider. See www.apple.com/batteries for more information. For more details of iPhone performance tests for talk time, standby time, Internet use over 3G, Internet use over Wi-Fi, video playback and audio playback, see www.apple.com/iphone/battery.html. 4. Actual size and weight vary by configuration and manufacturing process. TM and @ 2010 Apple Inc. All rights reserved. @ 2011 Verizon Wireless.

Top	verizon wireless National Accessory Matrix - Current Accessories Effective 3/9/11		
Works With	Product Description	Model Number	Warranty
Universal Accessories - Corded Headsets & Adapters			
Universal Accessories - Bluetooth Standard Headsets			
Universal Accessories - Bluetoutri ULITER Froducts Universal Accessories - Cases			
Universal Accessories - Other			
Universal Accessories - Memory Products			
Universal Power Supplies & USB Cables			
Network Devices - Femtocell			
Universal Netbook Accessories			
HP 3098NR 10.1" Screen			
HP 2010NR 11.6" Screen			
Dell Vostro V13 (Internal Battery)			
Tablet Accessories			
Apple Common Accessories			
Apple iPad Accessories			
Apple iPad 2 Accessories			
Apple iPhone 4 Accessories			
LG "Accolade" VX5600 (BT) (Common Micro USB) Accessories	<u>- 2.5 SHS</u>		
LG "COSMOS" VN250 (BT) MicroSD 16GB (Common Micro USB) Accessories - 2.5 SHS	B) Accessories - 2.5 SHS		
LG "Cosmos Touch" VN270 (BT Stereo) MicroSD 16GB Common Micro USB Accessories	n Micro USB Accessories - 2.5 SHS		
LG "OCTANE" VN530 (BT Stereo) MicroSD 16GB Common Micr	6GB Common Micro USB Accessories - 2.5 SHS		
LG Vortex VS660 (BT STEREO) MicroSD 32 GB (Common Micro USB) Accessories - 3.5mm SHS	cro USB) Accessories - 3.5mm SHS		
LG "Ally" VS740 (BT Stereo) MicroSD 16GB (Common Micro USB) Accessories - 3.5 SHS	3B) Accessories - 3.5 SHS		
Motorola MICRO USB Accessories			
Motorola WX445 "Citrus" (BT Stereo) MicroSD 32GB (Common Micro USB) Accessories - 3.5mm SHS	<u> Micro USB) Accessories - 3.5mm SHS</u>		
Motorola "Barrage" V860 (BT Stereo) Micro SD 8GB Common Micro USB Accessories - 2.5mm 5 Pole	licro USB Accessories - 2.5mm 5 Pole		
Motorola "DROID 2" A955 / "DROID 2 Global" A956 (BT Stereo) Micro SD 32GB Common Micro USB Accessories - 3.5mm SHS	Micro SD 32GB Common Micro USB Accessories - 3.5mm SHS		
Motorola "DROID X" MB810 (BT Stereo) Micro SD 32GB Common Micro USB Accessories - 3.5mm SHS	on Micro USB Accessories - 3.5mm SHS		
Motorola XT610 "DROID PRO" (BT Stereo) MicroSD 32GB (Common Micro USB) Accessories - 3.5mm SHS	<u>mmon Micro USB) Accessories - 3.5mm SHS</u>		
Motorola "XOOM" MZ600 Tablet			
Novatel "MIFI" 2200 (MICRO USB ACCESSORIES)			
Palm "Pre 2" (BT STEREO) Common Micro USB Accessories - 3	- 3.5 SHS		
PCD Common Accessories (210/215/300/820), 8030/8950/8975/8990 & Blitz	8990 & Blitz		
PCD 8990 Escapade (B1) (Common Coupe Port Accessories) - 2.5mm HS			
PCD "Jest" 8040 (B1 Stereo) MicroSD 16G Common Micro USB Accessories - 2.5mm SHS	Accessories - 2.5mm SHS		
PCD "Crux" 8999 (B1 Stereo) MicrosD 16G Common Micro USB Accessories - 3.5mm SHS	3 Accessories - 3.5mm SHS		
PCD C741 Brigade (BI STEREU) 5-pole audio, unique power connector			
PCD C/31 Ravine (B1 S1EREC) COMMON MICTO USB ACCESSORES - 2.3MM 3-pole	Sories - 2.5mm 5-pole SP Accessories - 3.5mm SUS		
PCD/HIC THUNDERBOILLIE (BI SIEKEU) COMMON MICTO USB ACCESSORES - 3.5MM SHS	B Accessories - 3.5mm SHS		
PUD F12260 16fminal PIM Black Barry 6750/7750/7750/7130/ 8130 / 8230 / 8330 /8530/8520/9650/9630/Storm Accessories	/87/03/883//063//Storm_Accessories		
RIM 8530/9330 Curve (BT STEREO) MicroSD 16GB Common Micro USB Accessories -3 5MM 4 nole	vor ou		
RIM Tour/Bold 9630 (BT Stereo) MicroSD 16GB - Common Micro USB Accessories - 3.5mm 4 Pole	o USB Accessories - 3.5mm 4 Pole		
Samsung Common 20 Port Connection (U310/U430/U450/U470/U650/U700/i770/U810/U900/i910/U940)	/U650/U700/i770/U810/U900/i910/U940)		
Samsung U640 "Convoy" (BT Stereo) MicroSD 8GB Common 20 Port Accessories - 2.5mm SHS 5 Pole	0 Port Accessories - 2.5mm SHS 5 Pole		
Samsung "Haven" U320 Common Micro USB Accessories - 2.5 HS	HS		
Samsung "Gusto" U360 (BT) Common Micro USB Accessories - 2.5 HS	<u>2.5 HS</u>		
Samsung "Intensity II" U460 (BT Stereo) MicroSD 16G Common Micro USB Accessories - 2.5mm SHS	Micro USB Accessories - 2.5mm SHS		
Samsung SCH-i400 "Continuum" (BT Stereo) MicroSD 32GB (Common Micro USB) Accessories - 3.5mm SHS	common Micro USB) Accessories - 3.5mm SHS		

	y Tab" SCHI800 Unique 30 PIN Connector		
	<u>Verizon Wireless "Salute" Z IE F350 (Common MicroUSB Accessories) - 2.5mm</u> Verizon Wireless "Five Spot" ZTE AC30 (Common Mini USB Accessories) Antenna Products		
S	<u> Universal Accessories - Corded Headsets & Adapters</u>	Last Updated =	
Star	Indard Corded Headsets 2.5mm All 2.5MM Jabra Ear Bud w/2.5 Jack - Include Call / Answer / End feature (Black) - No Adapter Included	JABSBUDBLK	90 Days
		VZWBUDT35 FCOBUDT35	90 Days 90 Days
	Headset - Earbud with Flex Grip & Call Answer End feature (3.5mm female to 2.5mm male included)	MX200CAET35	
	Jabra Earwave w/3.5 Jack (Boom) w/Call Answer End feature and wind Mic (w/Mute) - INCLUD Jabra EarWave w/3.5 Jack (Boom) w/Call Answer End feature and Wind Mic (W/Mute) - INCLUD	JABWAVET35	1 Year
	3.5MM Headset - Earbud with <i>Flex Grip and Mini Boom Microphone</i> w/Call Answer End Feature (Includes 3.5mr 3.5MM Headset (Over Head or Over Ear w/Boom Mic) (Noise Cancel/Vol & Mute/Hearing aid Compatible) (3.5mm f		1 Year 1 Year
	Hearing Aid Neck loop 2.5mm (Volume Control, Hearing Aid Coil Compatible - includes 2 AAA batteries)		1 Year
	pole PTT Earbud - for PTT Devices with 2.5MM and 5-pole audio connect	VZWHSAMP PTTMONOHDST1	90 Days
	All 2.5MM w/ 5-pole PTT Stereo Headset - All 2.5MM w/ 5-pole PTT Surveillence Earb	PTTSURVHDST PTTSURVHDST	90 Days 90 Days
Ster	eo Corded Headse All 2.5MM Stere	VZWBUDSHST35	90 Days
	In Ear - Wicked "Metallics" Univ Stereo headset - 3.5mm connector ONLY (Black)	WICMETBT35	90 Days
	All 3.5mm Stereo In Ear - Wicked "Metallics" Univ Stereo headset - 3.5mm connector UNLY (BLUE) All 3.5mm Stereo On Ear - "Ecoustic" ECO DISK STEREO Headset - 3.5 VZW Stereo connector w/CAE feature	WICME IBU 135 DIGEDISKSHST35	90 Days 90 Days
	All 3.5mm Stereo In Ear - Wicked "JAWBREAKERS" Univ Stereo headset - 3.5mm connector ONLY (Black)	WICJAWBT35	90 Days
	All 3.5mm Stereo In Ear - Skull Candy "SMOKIN BUDS" Univ Stereo headset - 3.5mm connector ONLY (Black) All 3.5mm Stereo In Ear - Skull Candy "SMOKIN BUDS" Univ Stereo headset - 3.5mm connector ONLY (Pink)	SKULSMOKBT35 SKULSMOKPT35	90 Days 90 Davs
	All 3.5mm Stereo In Ear - Pure Gear "Pure Beats" Univ Stereo headset - 3.5mm connector ONLY (Black) - FLAT CORD	PUREBEATS	90 Days
	All 3.5mm Stereo Over Ear - Skull Candy "Low-Rider" Univ Stereo headset - 3.5mm connector ONLY (Black) All 3.5mm Stereo In Far - Skull Candy "50/50" Black Stereo Univ Stereo headset - 3.5mm connector ONLY (Black) *** APPLE IN LINE CONTROL S***	SKULOWRDR SKIII 5050BLK	90 Days 90 Days
	In Ear - "Ecoustic" ECO DOG STEREO Headset - 3.5 VZW Stereo connector w/CAE feature	DIGEDOGSHST35	90 Days
	In Ear - "Ecoustic" ECO DOG STEREO Headset - 3.5 VZW Stereo connector w/CAE feature (INCI DOSE MIECO 2 EMM 40 ADAPTED S MICO MICO MICO MICO ADAPTED S MICO S AMA ADAPTED S MICO	DIGEDOGSHST35A	90 Days
	ced controls for Apple	326223-0080	1 Year
	All 3.5mm Stereo Beats by Dr. Dre - Monster iBeats in-ear headphones (Black and Chrome) - Inline mic with controller (Enhanced controls for Apple) All 3.5mm Stereo Beats by Dr. Dre - Monster Solo Over the Ear headphones (Soft Touch Black) - Inline mic with controller (Enhanced controls for Apple)	129633-01 129424-00	1 Year 1 Year
Ster	reo Adapters & Cables - VZW 2.5mm to other 2 5 female to 3 5 male 3 5 MM Adanter - Converts Any 2 5mm connector to 3 5MM (Female 2 5 to male 3 5)	SH475-1	00 Dave
	2.5 MM Adapter - Converts Any 3.5mm connector to 2.5MM (Female		90 Days
	2.5 & 3.5 MM Adapter - Connect Any 2.5mm or 3.5mm connectory to 3.5MM MALE Jac	r stel SHS25-35MLAPT1 SHS25-35RLAPT1	90 Days
	Universal 3.5 to 3.5mm male to male cable for music playback in vehicle (Includes mic for calling)	UNIV35T35MIC	90 Days
Spe	akers VZW Stereo phones	IMT237VZW	1 Year
5	Accessories - Bluetooth Standard Headsets		
		LBT230Z	1 Year
	BI Phones VZW 4050 (BLUETOUTH) Headset & Micro USB Charger (EAST PAIR) Black ""ON UFF Buttor BT Phones Plantronics 245Z Bluetooth Headset	VB14050 PBT245Z	
	Jabra Wave Bluetooth headset - Behind the ear design with Noise Canceling Mic with DSP (Micro USB Charger)	JBTWAVE	
	Jabra Wave Bluetooth headset - Behind the ear design with Noise Canceling Mic with DSP (Micro L Motorola H730 Bluetooth headset - Flip open to answer with DSP (Mini USB Charger)	JBTWAVRED MRT7307	1 Year 1 Year
		MBTHX520	1 Year
		PBTM1100Z MBT17X	1 Year 1 Year
	Plantronics Voyager Pro PLUS Bluetooth Headset ***Noise Cancelling & Suppression Mic w/wind smart, A2DP	PBTVPROPLUS	
	Jawbone ICON I HINKEK Bluetooth Headet - Premium Noise Reducioth (On/off Switch, Micro USB, one button control Jawbone ICON DENIM Bluetooth Headet - Premium Noise Reducioth (On/off Switch, Micro USB, one button control &	JAWICONDEN JAWICONDEN	
	All BT Phones Jawbone ICON CATCH Bluetooth Headet - Premium Noise Reducioth (On/off Switch, Micro USB, one button control & A2DP)	JAWICONCAT	1 Year
		MB1K6 JAWERABLK	1 Year 1 Year
	BOSE Bluetooth Headset - Dual Mic w/Superior noise supression	329205-1110	
5	<u>niversal Acces</u>		
	Stereo BT phones Stereo Bluetooth Headset - Motorola Behind The Head - Over the Ear (Black) Stereo BT phones Stereo Bluetooth Headset - Plantronics Back Beat Behind the Head (Cord) - In Ear	MBTS305SHS PLANBEATPLUS	1 Year 1 Year
		JBTHALO	1 Year
	Stereo BT phones Motorola Droid S10 Stereo Bluetooth Headset - Motorola Behind The Head - Over the Ear (Black) Stereo BT phones Stereo Bluetooth Speaker - JBL MOTOROKR EQ7 BT Speaker - Also does HF calling	MBTEQ7	1 Year 1 Year
		JAWJAMBOX	1 Year
	Phones BT phones	PBTK100	1 Year 1 Year
	Motorola Droid Roadster Portable BT Speaker - Motorola Universal HF Speaker system (Uses car charger to recharge)		1 Year
	pnones Stereo Bluetoc 10nes Blue Tooth HF	BIGALEWAY MOTBT605CK	1 Year 1 Year
5	<u> Universal Accessories - Cases 331/2011</u>		

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 ECO Micro USB Wall Charger - In Home or Portable Charger ECO Micro USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Micro USB TVL w/ Extra Long 9' Detachable USB Data Cable "2 PIECE SOLUTION" ECO Micro USB TVL w/ Extra Long 9' Detachable USB Data Cable "2 PIECE SOLUTION" ECO Micro USB INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Micro USB Data Cable (Fits all VZW MICROUSB Units) Co-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 2 meter MINI USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB PIN USB 2-Amp Dual Output USB Units) Mini USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 		1 Year
ECO Micro USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Micro USB TVL w/ Extra Long 9' Detachable USB Data Cable "2 PIECE SOLUTION" Micro USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Micro USB Data Cable (Fits all VZW MICROUSB Units) Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 12 meter MINI USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB Wall Charger - In Home or Portable Charger (Fits all VZW MINIUSB Units) Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB Micro USB Device Recharger (1800mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside - MICro USB and Type A USB output; Use data cable of Mini USB Data Cable (Fits all VZW MINUSB Units) Mini USB Data Cable (Fits all VZW MINUSB Units) Mini USB Data Cable (Fits all VZW MINUSB Units)	EMICUSBTVL	1 Year
 CO MICTO USB TAL WI EXtra Long 9 Detactnable USB Data Cable 2 FIECE SOLUTION Micro USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Micro USB Data Cable (Fits all VZW MICROUSB Units) Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 2 meter MINI USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket MINI USB Z-Amp Dual Output USB Data Cable - 2 meter MINI USB Z-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket MINI USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB MICI USB Device Recharger (1800mAh battery inside - includes wall charger) - Excludes the Moto 204 Juiversal Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Juiversal Portable (Fits all VZW MINIUSB Units) Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) Mini USB Data Cable (Fits all VZW MINIUSB Units) 	EMICUSBDTVL	1 Year
 Micro USB Data Cable (Fits all VZW MICROUSB Units) Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 2 meter Mini USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB ADALED V AMINUSB Units) Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Mini USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 		1 Year
 Eco-Friendly Micro USB Data Cable - 12 inch Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 2 meter Eco-Friendly Micro USB Data Cable - 2 meter MiNI USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Iniversal Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Iniversal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Inivi USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Is PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 		1 Year
 Eco-Friendly Micro USB Data Cable - 1 meter Eco-Friendly Micro USB Data Cable - 2 meter MiNI USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB Wall Charger - In Home or Portable Charger (Fits all VZW MINIUSB Units) Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB Data Cable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Mini USB Data Cable (Fits all VZW MINUSB Units) 18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 	EMICRUSBCAB12	1 Year
 -co-rriendly Micro USB Data Cable - Z meter Mini USB 2-Amp Dual Output USB VPC - Fixed micro cable w/ USB socket Mini USB Wall Charger - In Home or Portable Charger (Fits all VZW MINIUSB Units) Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB Portable Power Battery (1420 mAh battery inside - includes wall charger) - Excludes the Moto 204 Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Mini USB Data Cable (Fits all VZW MINUSB Units) 18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 	EMICRUSBCAB1M	1 Year
 Mini USB Wall Charger - In Home or Portable Charger (Fits all VZW MINIUSB Units) Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB/Micro USB Device Recharger (1800mAh battery inside - includes wall charger) - Excludes the Moto 204 Universal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) IN USB Data Cable (Fits all VZW MINIUSB Units) I PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 		1 Year
 Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" ECO Mini USB TVL w/Detachable USB Data Cable "2 PIECE SOLUTION" Mini USB/Micro USB Device Recharger (1800mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Inni USB Data Cable (Fits all VZW MINIUSB Units) I PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 	MINIUSBTVL1	
 Mini USB/Micro USB Device Recharger (1800mAh battery inside - includes wall charger) - Excludes the Moto 204 Jniversal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Inio USB Data Cable (Fits all VZW MINIUSB Units) PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket 		
Juiversal Portable Power Battery (1420 mAh battery inside, Micro USB and Type A USB output; Use data cable of Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Australia) Mini USB Data Cable (Fits all VZW MINIUSB Units) 18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket		1 Year
Mini USB - INTERNATIONAL Charger w/International Plug-Kit (UK, EURO, Mini USB Data Cable (Fits all VZW MINIUSB Units) 18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB soc	MICUNIPWR	
18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w		1 Year
18 PIN USB 2-Amp Dual Output USB VPC - Fixed 18 pin cable w/ USB socket - New form factor, 9	18PINDUALVPC1	1 Year
		- -

)e	Chargepod - 6-port	VZWCHGPOD	
		UNIWKLCHG	1 Year
Network Device	S - Femtoo		
Network Extender	Network Extender - Dual Beacon (In Building Booster) - 1X Network Extender - Dual Beacon (In Building Booster) - EVDO	SCS-26UC4 SCS-2U01	1 Year 1 Year
Network Extender	In Box - Power Supply and Cord	VZNETEXCHG	30 Davs
Network Extender	In Box - Wireless Antenna	Ş	30 Days
Network Extender	In Box - GPS Antenna	VZNETEXGPSANT	30 Days
	In Box - GPS Antenna Cable	9	30 Days
Universal Netbook	ook Accessories		
All except Prescott		NETBOKCASBG	1 Year
All except Prescott		NETBOKSCAS	1 Year
Any PC or Netbook		NEIMOUSE	1 Year
HP 3098NK 10.	1" Screen		
Taylor	6-Cell Extended Battery		Σ
1151/1046/1076	40-Watt AC Adapter	WE454AA	1 Year
HP 2010NR 11.	6" Screen		
37NR		VU402AA	1 Year
Garnett/HP1037NR	In Box - BAT - Standard Lith Ion 6-cell	VS629AA	
HP1037NR	HP Netbook		1 Year
		CAS Under Universal Net	DOOK ACCESSOR
Dell Vostro V13	(Internal Battery)		
V13	In Box - A.C. Charger	С036Н	1 Year
V13	Case w/ handles	DELLV13CAS	90 Day
Tablet Accesso	ories		
A	Griffin Wave	GC16043	90 Davs
iPad & ZOOM	Stand - Griffin Loop Stand (Works with Hard & Silicone Covers) ALL TABLETS	GC16039	
All Tablets	briffin ALL TABLETS	GC16040	
Apple Commor	n Accessories		
	2.1 ∆mn VDC (Coil Cord)		
	2.1 Amb VPC (Coil Cord) (PureGear)	36334PUR	
	2.1 Amp VPC (Coil Cord)	GC23090	1 Year
	2.1 Amp Wall Charger - 2 piece design (PureGear)	APL21TVLS	
	2.1 Amp Wall Charger - 2 piece design	NA23129	1 Year
	6 Foot USB Cable	APL6FTUSB	
	Griftin 10 toot USB Cable	GC17120 MC2501 /A	
	IIPad 10W USB FOWER Adapter Screeche Sneak PEAK AV Cahle far Inad		
	Big Stream - Wireless stream video. music and presentations from vour device to a monitor or TV using RCA Jacks	IWCSDBK	
		MB770G/B	1 Year
All Apple	In-Ear Headphones with remote and mic	MA850G/B	1 Year
ACC	cessories		
iPad	liPad Dock	MC360ZM/A	
iPad	Dool	MC533LL/B	
iPad	iPad Camera Connection Kit	* See MC531ZM/A unde	iPad 2
iPad	nect	* See MC552ZM/A under	iPad 2
iPad	otec	* See MC595LL/B under	r iPad 2 Access
	1	IVIC3612IV/B 888_0002	
iPad	Griffin Folio - Black Leather	GB01988	
iPad	Ψ	888-0001	1 Year
iPad	- uoi	60-2701-05	30 Days
iPad	Outerbox Deteriner Case Wotaria Griffin Cinema Seat (In vehicle mount for rear passenger view)	63-0421-03 GB01683	
iPad	Plaid	IPAD-FTD-A02A020	90 Days
iPad	Cove	028IPDCA	
iPad	HG Silicone Cover - Dark Blue (Diamond)	888-HGSILBLU	
iPad	HG Silicone Cover - Purple (Diamond)	888-HGSILPRP	
iPad	HG Silicone Cover - Smoke (Smooth)	888-HGSILSMK	
iPad	Black Silicone (Griffin)	GB01553 87404//PD	
		0/49/75	
Apple IPad Z A	Accessories		
	IPad 2 Dock	MC940ZM/A	1 Year
	lirau carriera connector to VGA adanter	MC5527M/A	
	APP (Apple Protection Plan)	MC595LL/B	
	HDHI Splitter Cable (Must purchase an HDMI Cable)	MC953ZM/A	
	Magnetic Cover - Blue Poly	MC942LL/A	
	Magnetic Cover - Pink Poly	MC941LL/A	
	Magnetic Cover - Green Poly	MC944LL/A	
	Magnetic Cover - Orange Poly	MC945LL/A	

		V 1 127 0011	
iPad 2	Inlagnetic Cover - black Leather Magnetic Cover - Cream Leather	MC952LL/A	
iPad 2	ē	MC949LL/A	
iPad 2	Magnetic Cover - Tan Leather	MC948LL/A	
iPad 2	Black Leatrier - Allows user to postri Black Leather (Suede) - Allows use		1 Year
iPad 2	Grev Nvlon - Allows user to view in multiple positions for video	IPAD-201	1 Year
7	Leather Sleeve w/Modem pouch (Leather & Nylon)	888-0001	1 Year
	Incipio Display Protection - Anti-Glare Display Protectors (2 Pack)	CL-470	30 Days
Apple iPhone	4 Accessories		
iP4	FM Transmittor w/channel display on the device (Griffin)	APLIPFMVPC	1 Year
	Kensington Desktop Charger w/Wall Charger	AIP4DSKTOP	1 Year
iP4	iGrip Window Mount	AIP4WINDMNT	1 Year
	iPhone Dock	MC596ZM/B	1 Year
	USB Power Adapter (Adapter ONLY)	MB352LL/B	1 Year
	ODD Cable (3 Ft) APD (Annla Protection Plan)		
	Bundle Package - HOC / VPC / Display Protector	AIP4HOCBUN	Mixed
	Bundle Package - HOC / VPC / Stereo Headset / Display Protector	AIP4PREMBUN	Mixed
	Bundle Package - Jawbone / Black incase cover /Display Protector	AIP4JAWBUN	Mixed
iP4	Bundle Package - Incase cover / Dipslay Protector / VPC / Stereo HS / DOCK	AIP4MEGABUN	Mixed
	Common Cases		
ip4	Intelleted case HOC w/kickstand		90 Dave
t	Griffin (Otterbox like) Cover (Launch ONLY)	AIP4GRUGCAS	90 Davs
iP4	OTTERBOX Rugged and Drop Protective Case - Black	AIP4WCAS	90 Days
iP4	Belkin Standard Silicone - Black	AIP4BSILBLK	90 Days
iP4	Belkin High Gloss Silicone Cover - Black	AIP4BHGSILBLK	90 Days
Р4 104	Belkin High Gloss Silicone Cover - Blue Belkin High Closs Silicone Cover - Dumle		90 Days
	Incipio Double Covers - Silicone and Hard Cover (Hard Black / Black)		90 Davs
	Incipio Double Covers - Silicone and Hard Cover (Purple / Lavender)	AIP4IDCPRP	90 Days
	Incipio Double Covers - Silicone and Hard Cover (Pink / Light Pink)	AIP4IDCPNK	90 Days
	Incipio Double Covers - Silicone and Hard Cover (Gray / White)	AIP4IDCWHT	90 Days
	Hard Cover - Leather w/stand (Griffin)	AIP4GCOVLTH	90 Days
	Hard Cover - Graphite W/Stand (Griffin) Hard Cover - Blue Sofficiush w/Stand (Griffin)		90 Days
	Hard Cover - Bide Solitouch WStand (Griffin) Hard Cover - Red Softtolich w/Stand (Griffin)	AIP4GCOVRED	90 Days
	Hard Cover - Lavender/Purple Aravi material (Speck)	AIP4SKCOVLPR	90 Davs
	Hard Cover - Black & White Plaid material (Speck)	AIP4SKCOVBW	90 Days
	Hard Cover - Black Softtouch & monochrome w/Stand (Incase)	AIP4INCOVBLK	90 Days
	Hard Cover - Purple Softouch w/Stand (Incase)		90 Days
ID4	Hard Cover - Pink (Grape) softfouch & Monochrome w/Stand (Incase) Body Clove Shan on Cover w/kickstand built into beltalin		90 Days
	Belkin Armband Case (Profit)	AIPARMBAND	90 Days
	Standard Anti-Scratch & Anti Print (3Pack)	AIP43PKSPRP	30 Days
	Front and Back (Zagg)	AIP4FNBZAG	Lifetime
	liHome - IP90	87800VRP	90 Days
	Altec Lansing - M112 Altec Lansing - MT325	M112 MT325	90 Days
	most iPods models: Char	310583-1100	1 Year
	BOSE SoundDock Portable Digital Music System (works with iPhone and most iPods models; Li-Ion Battery, Remote Control)	43085	1 Year
LG "Accolade'	" VX5600 (BT) (Common Micro USB) Accessories - 2.5 SHS		
·	In Box - BAT - Standard Slim Lith Ion 1000	LGBATS-2	1 Year
VX5600	Standard Battery Door Only	LG5600BATDR	30 Days
Multiple		LGBATX-2	1 Year
	Extended ba		30 Days
VX5600	Holste	LG5600HOL	90 days
VX5600	Mock Up	VX5600MOCK	
S	" VN250 (BT) MicroSD 16GB (Common Micro USB) Accessories - 2.5 SHS		
COSMOS	Lith Ion 950 mAh	LGVN250BAT 1 Year	1 Year
COSMOS	Stantadu Battery Cover Extended Battery - 1500 mAh	I GVN250BATX	ou days 1 Year
COSMOS		LGVN250BATXDR	30 days
	PDASDPCH6, PDAPCHBRN1, UNISDPCH2, UNISDPCH4 & UNIUPPCH	RUGBAGNAVY1, RUGB	AGDKGRY1 ir
		LGVN250HOL	90 Days
		LGVN250COVED	90 Davs
		LGVN250COVBL	90 Days
		LGVN250COVPK	90 Days
COSMOS		LGVN250COVRD	90 Days
			90 Days
COSMOS	Shap On Hard Cover - Drange	LGVN250COVOR	90 Days
		LGVN250COVTQ	90 Days
		LGVN250PRP	30 Days
	" VN270 (BT Starad) MicroSD 16GB Common Micro USB Acrossorias		
00311103		HS	

	In Boy - BAT - Standard Slim I ith Ion 050 mAb	*See I CBATC-2 under t	
Multiple		*See LGBATX-2 under t	the LG Accolade
VN270		LGVN270BATXDR	
VN270	PPCH2, BGSDPCH, BGPCHM1, RUGSDPCH1, RUGBAGNAVY1 & RUGBAGDKGRY1 in Universal Cas	e Section	
VN270	over with Belt Clip	LGVN270C0VBG	90 Days
	Silap Off Silicone Cover - Black		90 Days
VIZVI VN2ZD	Shap On Bard Cover - Clear		90 Davs
VN270	Snap On Hard Cover - Purple	LGVN270COVP	90 Davs
VN270	Display Protectors (3 Pack) w/screen wipe	LGVN2703PKSP	30 Days
VN270	Mock-Up Handset	LG-VN270MOCK	
LG "OCTANE"	(BT Stereo) MicroSD 16GB Common Micro USB Accessories - 2.5 SHS		
VN250/VN530	In Box - BAT - Standard Slim Lith Ion 950 mAh	* See LGVN250BAT in LG	G Cosmos Sec
VN530		LGVN530BATDR	
VN530		* See LGVN250BATX in	LG Cosmos S
VN530		LGVN530BATXDR	
OSCNIV	CH2. BGSDPCH. BGPCHM1. RUGSDPCH1. RUGBAGNAVY1 & RUGBAGDKGRY1 in Universal Cas	LGVN03UMUL se Section	au nays
VN530		LGVN530COVBG	90 Davs
VN530	Snap On Silicone Cover - Black	LGVN530SILB	90 Days
VN530	Snap On Silicone Cover - Purple	LGVN530SILPRP	90 Days
VN530	Snap On Hard Cover - Blue	LGVN530COVBLU	90 Days
VN530	Cover - Pink	LGVN530COVPNK	90 Days
VN530 VN530	Privacy Protectors (1 Pack) w/screen wipe - tull 180 degree privacy for 10 inch display (Side to Side) Mock-I in Handset	LGVN530PRP	30 Days
I C Vortev VS60	(RT STERED) MicroSD 32 GR (Common Micro IISR) Accessories		
			~
VS660	In Box - BAT - Standard Slim Lith Ion 1500 mAh Dor - Black	ILGVS660BA1	1 Year N/A
VS660	Dor - Violet	LGVS660BATVDR	N/A
VS660/VS740/VS750	Extended Battery 2200 mAh	* See LGBATX-3 in LG /	IIY Se
VS660	oor - Black	LGVS660BATXDR	N/A
VS660		LGVS660BATXVDR	
V2660	ck (included AC adapter)	LGVS660UDIC	1 Year 1 Year
VS660	ombo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip	LGVS660HOC	
	UNISDPCH1, 2 & 4, BGPDASDPCH, UNIPDASDPCH1, 2 & 3, PDASDPCH3,RUGBAGNAVY1 & RUGBAGDKGRY0		
VS660	Snap On Cover - (Front & Back) Clear	LGVS660COVC	90 Days
VS660	High Gloss Silicone Protective Cover - Black	LGVS660SILHGBLK	30 Days
V2660	Inign Gloss Silicone Protective Cover - Prink Anti-Glara Disalav Protectore (3 Dack) w/screan wina		30 Days
V3000 VS660	Body Glove Rubber Snap On Cover with Belt Clip	LGVS660COVBG	30 Davs
VS660	Snap On Cover - (Front & Back) Blue	LGVS660COVBLU	90 Days
VS660	Silicone Protective Cover - Black	LGVS660SILB	30 Days
	Mock-Up Handset - Black	LG-VS660MOCK	
		LG-V 2000 VINIOUN	
Ally" VS/	40 (B1 Stereo) MICroSD 16GB (Common MICro USB) Accessories - 3.5 SHS		
750	Standard Battery (LGBATS-3	1 Year
750		LGVS/40BATUK	
VS740		LGVS740BATXDR	30 davs
VS740	4 & UNIUPPCH1, UNIPDASDPCH1, 2 & 3, RUGBAGNAVY	XY1 in Universal Section	
	over Shell included - Swivel Belt Clip	LGVS740HOC	90 Days
	Id Dack)	LGVS740COVRED	
	bber	LGVS740SILB	90 Days
	bber	LGVS740SILP	
	er)	LGVS740DTC	
		LGVS740MNT	
	Snap On Cover - Blue Translucent (Front & Back)	LGVS740COVBL	90 Days
VS/40 VS740	Holster - Display tacing in Snap On Cover - Clear (Front & Back)	LGVS740COVC	90 Davs
VS740	Snap On Cover - Pink Translucent (Front & Back)	LGVS740COVP	90 Days
740	Aock	LG-VS740MOCK	
Motorola MICR	B Accessories		
	Battery ONLY Charger (Wall Charger Sold Separately) RIVAL/DROID/ENTICE/BARRAGE/V750/VU204/755/Krave	MOTBTONCHR	90 Days
Motorola WX445	: "Citrus" (BT Stereo) MicroSD 32GB (Common Micro USB) Accessories - 3.5mm	SHS	
Citrus	In Box - BAT - Standard Slim Lith Ion 1150 mAh Standard Batten, Door	MOTCITBAT	1 Year
Citrus	Startuard Dattery 2001 Extended Battery 1370 mAH and Cover	MOTCITBATX	1 Year
Citrus			
Citrus	Silicone Cover - Black	MOTCITSILB MOTCIT2BKASD	30 Days
Citrus	Ann-Glare Display Flotectors (3 Pack) w/screen wipe Holster	MOTCITHOL	30 Days
Citrus		MOTCITCOVBG	90 Days
Citrus	Snap On Cover - (Front & Back) Clear	MOTCITCOVC	90 Days

Citrus Citrus Citrus	Snap On Cover - (Front & Back) Pink VZW 1Q Core Matrix - Acc High Gloss Silicone Cover - Purple High Gloss Silicone Cover - Red	MOTCITCOVPK MOTCITHGSILPRP MOTCITHGSILRED	90 Days 30 Days 30 Days
Citrus	Mock-Up Handset - Black	MOTWX445MOCK	
arra		MOTV/860BAT	1 Vaar
Barrage		MOTV860BATDR	90 Days
	<u>کا ک</u>	MOTV860BATXT MOTBARHOL	1 Year 90 Davs
Barrage	Case	MOTBARCAS	1 Year
Barrage Barrage & U640	Rubber Snap On Cover with Belt Clip PTT Earbud - for PTT Devices with 2.5MM and 5-pole audio connector	MOTBARCOVB	90 Days
Moto Barrage	PTT Shoulder	PTTSHLDRMIC	90 Days
Barrage Barrage	<u>Mock Up (NO</u> <u>Mock Up</u>	MOTV860XMOCK MOTV860MOCK	
Motorola "DROII	D 2" A955 / "DROID 2 Global" A956 (BT Stereo) Micro SD 32GB Common Micro	USB Accesso	ries - 3.5mm
DRD / DRD2 / DRDG	Standard Inbox battery, 1420 mAh	MOTDRDBAT	1 Yea
DRD2 / DRDG Droid 2 Global	Standard Battery Door - Black Standard Battery Door - White	MOTDRD2BATDR	30 Days
Droid 2 Star Wars	Standard Battery Door - Star Wa	MOTSTARBATCV	30 Days
		MOTDRD2BATX	1 Year
	Extended Battery and Door - 1860 mAh - WHITE (Cover for Star Wars) Charaing Cradle (including cable) - Fits Droid & Droid 2	MOTDRD2BATXW *See MOTA855DOCK u	1 nder N
DRD / DRD2 / DRDG	Charging Cradle (including cable) - Fits Droid & Droid 2 (Also works with hard covers and XT battery)	MOTDRDDOCK	1 Year
	lars Stereo Headset	MOTDRD2HDSTSW	
	Premium Vehicle Mount w/3.5MM Male to Male cable (Droid & Droid 2)	MOTDRDMNT	1 Year
	splay Facing In oo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip - C	MULASSSHUL	90 days
	3O - Desktop Charger, Window Mount, Vehicle Power Charger and Stereo Corded Head	DRD24PK	1 Year
	* See PDASDPCH6, PDASDPCH3, PDASDPCH5, PDAPCHBRN1 & RUBPDAPCH1 in the universal section		I real
DRD2 / DRDG		MOTDRDPCOVBG	90 days
	Snap On Cover - (Front & Back) Purple - Fits both standard & extended batteries Snap On Cover - (Front & Back) Blue - Fits both standard & extended batteries		90 days 90 days
	Snap On Cover - (Front & Back) Red - Fits standard & extended batteries	MOTDRDPCOVRED	90 days
	Black Graphite Cover - Black - Fits both standard & extended batteries	MOTDRDPCOVBLK	90 days
	Snap On Silicone Cover - (Front & Back) Formed Black Rubber Snap On Silicone Cover - (Front & Back) Formed Pink Rubber	MOTDRDPSILP	90 days 90 days
Ŋ	Display Protectors - 3 Pack	MOTA8553PKSP1	30 Day
/ DRD2 / DRDG Droid 2	Anti-Glare Display Protectors (3 Pack) w/screen wipe Shell/Holster Comho - Rubherized Swivel Holster w/Rear Cover Shell included - Swivel Relt Clin - Criss Cross Pattern	MOTDRD23PKASP MOTDRD2HOC	30 Day
Droid 2	000	MOTDRD2COVC	90 days
	Snap On Cover - (Front & Back) CLEAR Fits both standard & extended batteries Snan On Cover - (Front & Back) CI EAR Fits hoth standard & extended batteries	MOTDRD2COVC1	90 days 90 days
0	Body Glove Rubber Snap On Cover with Belt Clip	MOTDRD2COVBG	eo days 90 days
20	Snap On Cover - (Front & Back) Black Leather w/Kickstand for easy screen viewing	MOTDRD2COVLTHR	90 days
	Shap On Cover - (Front & Back) Black Leauler Windwalarig for easy screen viewing Snap On Cover - (Front & Back) Purple - Fits both standard & extended batteries	MOTDRD2COVPRP	90 davs
Droid 2	Snap On Cover - (Front & Back) Blue - Fits both standard & extended batteries	MOTDRD2COVBLU	90 days
00	Snap On Cover - (Front & Back) Red - Fits standard & extended batteries Black Granhite Cover - Black - Fits hoth standard & extended hatteries	MOTDRD2COVRED1	90 days
	Snap On Silicone Cover - (Front & Back) Formed Black Rubber	MOTDRD2SILB	30 Day
	ne	MOTDRD2SILP	30 Day
Droid 2 Global	Mock - Saphire	MOTA956MOCK	
Droid 2 Global		MOTA956WMOCK	
	U X" MB&10 (B1 Stereo) MICro SU 32GB COMMON MICro USB ACCESSORIES -3.5mm Standard Batters 1540 mAb		1
	Standard Battery Door	MOTDRDXBATDR	30 days
	Extended Battery and Door - 1840 mAh HDMI Desktop Charger (Include wall charger)	MOTDRDXHDDOCK	1 Year 1 Year
×	HDMI Cable (Cable Length is 6 feet	MOTDRDXHDCAB	90 days
××	Premium Vehicle Mount w/3.5MM Male to Male cable Holster - Displav faces in	MOTDRDXMNI	1 Year 90 davs
		MOTDRDXHOL1	e days 90 days
××	Shell/Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip Shell/Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip w/ kickstand	MOTDRDXHOC MOTDRDXHOC1	90 days
	50 - Desktop Charger, Window Mount, Vehicle Power Charger and HDMI Cable	DRDX4PK	1 Year
Droid X Droid X		MOTDRDXCAS1 MOTDRDXCOVBG	1 Year 90 days
×	iter Cover - Black Silicone w/ Bla	MOTDRDXCCAS	1 Year
××	ged and Drop Protective Case - Black ver - Black	MOTDRDXCOVBLK	1 Year 90 days
	Snap On Cover - (Front & Back) Black Leather w/Kickstand for easy screen viewing	MOTDRDXCOVLTHR	90 days
××	Black & Hard Cover	MOTDRDXHGCOVB	30 days 30 days
Droid X	Cover - Black	MOTDRDXSILHGBK	30 days
×	ne Protective	MOTURUXSILHGFRF	30 days

Base Sileone Prederies Cover - Flux Ses Sileone Prederies Cover - Flux The Sileone Prederies Cover - Flux The Sileone Prederies Cover - Flux Internet - Predrices Cover - Flux Internet -	MOTDRDXSILHGBLU 30 days MOTDRDXSILHGPNK 30 davs				8	CCeSSOries - 3.5mm SHS	*See N	~		-	MOTDPROHOC1 90 Days		() (+	MOTDPROCOVPRP 90 Days	$\left \right $					MOTDPROSILHGBLU1 30 Days		MOTMZ600TVL 1 Year	-	MOTMZ600DOCK 1 Year	INO INZEUUDOKHD 1 Year *See Droid X section				MOTMZ600KBRD 90 Days			•	VZWMIFICOVC 30 Days	~	PALMBAT2 1 Year	-		PRETCHSTNCVB 1 Year PALMPRECAS 1 Year	$\left \right $	PALMPRECCOVCH1 90 Days PALMPRECCOVPK1 90 Days	PALMPRE3PKSP1 30 Days	P141MOON	UTSVPC1 1 Year	VPC 1	£ 1	UTSTVL3 1 Year ITTELEBEAD 1 Vear							
High O High O Mock- D High O Mock- D High O Mock- D High O Mock- D N Mock- D D Blueto N Mock- D D D D D D D D D D D D D D D D D D D	Gloss Silicone Protective Cover - Blue Gloss Silicone Protective Cover - Pink	ay Protectors - 3 Pack	Slare Display Protectors (3 Pack) w/screen wipe	om Leather Pouch Cover - Clear		JID PRO" (BT Stereo) MicroSD 32GB (Common Micro USB) A			too Charger Stand (charger included)	'Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included	'Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included	UNIPDASDPCH1, 2 & 3, PDASDPCH3, 5 & 6, BGPDASDPCH, RUGBAGNAVY1, RUGBAGDKGRY0	Glove Case	On Cover - Clear	On Cover - PURPLE	On Cover - PURPLE	ne Cover - Black	ne Cover - Black Glore Silicone Cover - Black	Gloss Silicone Cover - Black	Gloss Silicone Cover - Blue	cone Cover - Blue	lay Protectors (3 Pack) w/screen	Charger (New connector)	le Charger (New Connector)	a Dock w/Charger	ncea Neala Dock (HUMI) Cable	a Folio	ne - Black	ne - Pink	ooth Keyboard	Scratch Display Protectors (3 Pack) w/screen wipe	MICRO LISB ACCESSORIES)	In Box BAT - Standard Slim Lith Ion		Accessories	x - BAT		SB Accessories - 3.5	Touchstone Inductive Cover for Pre - Black Pouch (Wearable)		Covers - Chrome Chargeable Cover Covers - Pink Chargeable Cover	entectors - 3 Pack	220) 8020/8050/8075/8000 & RIi		USB 2-Amp Dual Output USB VPC - Fixed Rock connector cable w/ USB socket	In Box - Travel Charger (RED tip connector)	Travel Charger ISB Data Cable - power and data transfer	AT) (Common Cours Dart Acreeoriae)	Power Charger & In Home Charger	In Box - BAT - Standard Slim Lith Ion 920 mAh	In Box - Charger w/International Plug-Kit (UK, EURO, Austral	ided Battery 1480 mAh	er - Uispiay tacing in Case	-Up Handset

	Cond / Doubh		O/Sharn Kin O.
Kin One / 8040		VZW8040CAS	1 Year
PCD8040	Hard Cover - Clear	VZW8040COVC 90 Days	90 Days
	1 8999 (BT Stereo) MicroSD 16G Common Micro USB Accessories - 3.5mm SHS		
PCD8999	In Box - BAT - Standard Slim Lith Ion 1150 mAh	VZW8999BAT	1 Year
PCD8999	CH DEDELM1 \$ DIIDDAENAVV1 \$ DIIEDAENKEDV1	VZW8999BATDR	90 Days
	JATI, 2, 3, UNISUPCATI, 2, 4, BUSUPCA, BUPCAMI & RUBBAGNAVIT & RUGBAGUNGKTTII oft Touch Black	VZW8999COVBLK	30 Davs
PCD9000	Hard Cover - Soft Touch Pink	VZW8999COVPNK	30 Days
PCD8999	Mock-Up Handset	VZW8999CMU	
<u> Srig</u>	iade" (BT STEREO) 5-pole audio, unique power connector		
C731/C741	. w/Detachable USB Data		1 Year
C/31/C/41 C731/C741	Rock USB 2-Amp Dual Output USB VPC - Fixed Rock connector cable w/ USB socket		1 Year
C731/C741		ROCKUSBCAB	1 Year
C741	Standard Battery Cover	VZW741BAT	1 Year
C741	\geq	VZW741DOCK	1 Year
C741		VZW741PCH	1 Year
C741 C741	1 Holster 1 Black Rubberized Snap-On Cover	VZW741HOL VZW741COVB	90 Days
C731	set	VZW741CMU	
PCD C/51 "KAV	INE" (BI SIEREU) COMMON INICRO USB ACCESSORIES - Z.5MM 5-pole		
C751	In Box - Desktop Charging Cradle	VZWC751DTC	1 Year
31	Standard Battery Cover	VZWC751BATDR	1 Year 30 Davs
C751	Extended Battery 1600 mAh & Extended Battery Cover	VZWC751BATX	1 Year
	Case Swivel Holster - Display Facing In	VZWRVNCAS VZWRVNHOL	1 Year 90 Davs
	Black Rubberized Snap-On Cover	VZWRVNCOVBLK	90Days
(VZW751CMU	
ပ္ခို	mmando" C771 (BT STEREO) Common Micro USB Accessories - 3.5mm SHS		
	In Box - BAT - Standard Slim Lith Ion 1460 m	VZW771BAT V/7W771BATDR	1 Year 1 Vear
	Desktop charger (no charger included)	VZW771DTC	1 Year
		VZW771CAS	1 Year
	Holster - Uisplay Facing in Snap On Hard Cover w/ black silicone wrap	VZW771SILCOVB	90 Days
C771	Display Protectors (3 pack) w/ screen wipe	VZW7713PKSP	30 Days
Thu) Common Micro IISR Acressories -		
		HTC6400RAT	l Vaar
ThunderBolt	In Box - BAT - Standard Slim Lith Ion 1400 mAh	HTC6400BAT1	l Year
	Standard Battery Door	HTC6400BATDR	N/A
	Inductive battery Door (needs to be paired with vvireless Unarging base) Extended Battery 2750 mAh with cover	HTC6400BATX	l Year I Year
	Desktop charger w/Battery charging capability	HTC6400DTC	l Year
ThunderBolt	vvindow Mount wrront camera view Shell/Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip	VZW6400MN I	90 Day
	Universal Pouches		,
		VZW6400COVBG	90 Dav
ThunderBolt	Snap On Cover - (Front & Back) Chrome Front & Black Soft Touch Back	VZW6400COVCH	90 Day
	High Gloss Silicone Cover - BLACN High Gloss Silicone Cover - BLUE	VZW6400SILHGBLU VZW6400SILHGBLU	30 Dav
	High Gloss Silicone Cover - PURPLE	VZW6400SILHGPRP	30 Daý
ThunderBolt	Silicone Cover - Black Silicone Cover - Blue w/ Black Outer Shell	VZW6400SILBLK	30 Day 30 Day
ThunderBolt	- Red w/ Black Outer S	VZW6400SILRB	30 Day
ThunderBolt	rotecto	VZW64003PKSP	30 Day
FT2260	In Box - AC Adapter	VZWFT2260TVL	1 Year
FT2260	In Box - Battery Pack NiMH 1500 mAh	VZWFT2260BAT	1 Year
FT2260 FT2260	In Box - Battery Cover In Rox - Antenna	VZWFT2260BATDR VZWFT2260ANT	30 Days
FT2260		VZW2260CMU	
RIM Black Berry	6750/7250/775(essories	
7250/7130/8703/8130/88	In Box - Wall Charger	RIMTVLINT	1 Year
Storm 1 & 2 & Tour Rim World Devices		RIMSTORMBAT RIMMICICHG	1 Year 1 Year
Rim World Devices	sattery ONLY Charger (Wall Charger Sold Separately)	RIMSTORMBATCHG	1 Year
Any 3.5 Four pole device	e RIM Premium Stereo Headset w/full multimedia controls (Included Carrving Case)	RIM355HS RIMSTORMPSHS	1 Year 1 Year
RIM Only	1000 songs - Slot Radio "The Hits" plus 4GB of Free Memory 3/31/2011	SRHITS-4GB	30 Day V

RIM 8530/9330	0 Curve (BT STEREO) MicroSD 16GB Common Micro USB Accessories -3.5MM 4 pole		
RIM9330/8530		RIM8330BAT	1 Year an Dav
RIM 8530	Standard Battery Cover - Lave	34640VZR	90 Day
RIM9330/8530	Leather Pouch (OEM Style) w	RIM8330CAS1	
RIM9330/8530		RIM8530HOC	90 Days
RIM9330/8530	Snap On Cover - (Front & Back) Black Leather Cover	RIM8530COVLTHR	90 Days
RIM9330/8530 RIM9330/8530	UT EKBUX Rugged and Drop Protective Case Silicone Cover - Black	RIM8530SILB1	1 Year 30 Dav
RIM9330/8530	Silicone Cover - White w/ Black Outer Shell	RIM9330SILBW	30 Day
RIM9330/8530	Silicone Cover - White w/ Pink Outer Shell		30 Day
RIM9330/8530	High Gloss Silicone Protective Cover - Clear w/writte Circles High Gloss Silicone Protective Cover - Blue w/ Circles		30 Day
RIM9330/8530	High Gloss Silicone Protective Cover - Pink w/ Circles	RIM8530SILHGP	30 Day
RIM9330/8530	Privacy Protectors (1 Pack) w/screen wipe - full 180 degree privacy (Side to Side)	RIM8530PRP1	30 Days
RIM9330/8530 RIM9330/8530	Body Glove Rubber Snap On Cover with Belt Clip Snap On Cover - Front & Back - Clear	RIM8530COVEG RIM8530COVC	90 Davs
RIM9330/8530	Snap On Cover - Front & Back - Blue	RIM9330COVBLU	90 Days
RIM9330/8530	Snap On Cover - Front & Back - Red	RIM9330COVRED	90 Days
RIM9330/8530	Snap On Cover - Front & Back - Lavenger I eather Side Poulch		90 Days 1 Year
RIM9330/8530	Friction Fit Swivel Holster w/Sleep Mode	RIM8530HOL	90 Days
RIM9330/8530	Snap On Cover - Front & Back - Chrome	RIM8530COVCH	90 Days
RIM9330/8530	Silicone Cover - Black Snan On Cover - (Front & Back) Black I eather w/ Floral Print Cover	RIM8530SILB RIM8530COVI THRB	30 Days
RIM9330/8530	Snap On Cover - (Front & Back) Lavender Leather w/ Floral Print Cover	RIM8530COVLTHRP	90 Days
RIM9330/8530	Snap On Cover - Back Only - Blue	RIM8530BCOVBL	90 Days
RIM9330/8530	Snap On Cover - Back Only - Red	RIM8530BCOVRD	90 Days
RIM9330/8530 RIM9330/8530	Silicone Cover - Dack Orliy - FILIA Silicone Cover - Clear		30 Dav
RIM9330/8530	Privacy Protectors (1 Pack) w/screen wipe - full 180 degree privacy (Side to Side)	RIM8530PRP	30 Days
RIM 9330	Mock Up Handset Curve Refresh - Charcoal Gray	BB9330MOC	
「	Mock Up Handset Curve Reiresn - Fuschia	BB9330FIMOC	
	a yosu (B1 Stereo) MICrosu 10GB - Common MICro USB ACCessories - 3.5mm 4 Pole		
Tour/Bold	Standard Battery Cover Extended Battery with Cover - 2200 mAh	3463/VZK RIMBOLDRATX	90 Days 1 Year
Tour/Bold		RIMTOURDTC	1 Year
Tour/Bold			90 Days
Tour/Bold	Shell/Holster Combo - Kubberized Swivel Holster W/Kear Cover Shell Included - Swivel Belt Clip Fitted Case		90 Days 1 Year
Tour/Bold	er Pouch with Swivel Clip and Sleep Mode (RIM	RIMTOURPCH	1 Year
+ Bold	OTTERBOX Rugged and Drop Protective Case (Only fits Bold, not Tour) NEW RED BUTTON for PTT	RIMTOURWCAS1	1 Year
Tour/Bold Tour/Bold	Silicone Cover - Black Hich Gloss Rim & Hard Cover Center Cover (Combo of two materials in one cover) BI ACK		30 Days
Tour/Bold	High Gloss Rim & Hard Cover Center Cover (Combo of two materials in one cover) DLACK		90 Davs
Tour/Bold	r - Clear	RIMTOURCOVC1	90 Days
Tour/Bold Tour/Bold	Snap On Cover - PURPLE		90 Days
Tour/Bold	bber Snap On	RIMTOURCOVBG	90 Davs
Tour/Bold	$ \geq$	RIMBOLDCOVSPK	90 Days
Tour/Bold Tour/Bold		RIMTOURPRP1	30 Days
Tour/Bold			30 Day
Tour/Bold	Snap On Cover - Pink	RIMTOURCOVP1	90 Days
Tour/Bold	Privacy Protector (1 Pack) Silicone Cover - Clear	RIMTOURSILC	30 Dav
Tour/Bold	Snap On Cover - Clear	RIMTOURCOVC	90 Days
Tour/Bold	Snap On Cover - Plink Snap On Cover - Metalic Chrome	RIMTOURCOVCH	90 Davs
Tour/Bold	Snap On Cover - (Back ONLY) RED Soft touch	RIMTOURBCOVRD	90 Days
Tour/Bold	Snap On Cover - (Back ONLY) PINK Soft touch		90 Days
Tour	OTTERBOX Rugged and Drop Protective Case (Only fits Tour, not Bold	RIMTOURWCAS	ы uays 1 Year
Tour	Mock Up Handset	BB9630TRMOC	
BOLD	Mock Up Handset (Camera) Mock Un Handset (Non Camera)	BB9650MOC BB9650NCMOC	
Samsung Co	on 20 Port Connection (U310/U430/U450/U470/U650/U700/i770/U810/U900/i91	0/0340)	
J340/U620/A870/A930/A990/	Standard Battery - 1000 mAh		1 Year
J340/U620/A870/A930/	.990/Extended Battery - 1550 mAh (NO DOOR, JUST BATTERY)	SAMINTBATX	1 Year
All listed above All listed above	S20 2-Amp Dual Output USB VPC - Fixed S20 cable w/ USB socket S20 2-Amp Dual Output USB VPC - Fixed S20 cable w/ USB socket - New form factor 9 foot cable	SAM20DUALVPC SAM20DUALVPC1	1 Year 1 Year
All listed above	Samsung 20-pin TVL w/Detachable USB Data Cable	SAM20USBDTVL	1 Year
All listed above All listed above		ESAM20USBDTVL ESAMUSBDTVL9FT	1 Year 1 Year
All listed above		SAM20CONTVL2	1 Year
All listed above All listed above	USB Cable - F	SAM20USBCAB SAM20CONVPC	1 Year 1 Year
	1 V - Mapiu Verinde I Ower Orlanger		5

All listed above	VPC - Rapid Vehicle Power Charger VZW 10 Core Matrix - Acc	SAM20CONVPC1	1 Year
All listed above	In Box - Travel Charger	SAM20CONTVL	1 Year
All listed above All listed above	Samsung 20-pin TVL ISR Cahle - Fits all 20 Port Connectors & has in-line charner (No software jijist cable in nolv had)	SAM20CONTVL1	1 Year 90 Dave
U650/U700/U900	als Kit - VZW Stereo Headset, CD & USB cable FOR XP & VISTA (Not for U470	MSKSAM20CONXPV	1 Year
Samsung U640			
SCH-U640	n Cover	SAMU640BAT	1 Year an Dave
	Extended Battery 1800 mAh & Extended Battery Cover	SAMU640BATX	зо <u>bays</u> 1 Year
	Case	SAMU640CAS	1 Year
		SAMU640COVB1	90 Davs
Barrage & U640	PTT Earbud - for PTT Devices with 2.5MM and 5-pole audio connector		
SCH-U640	Mock-Up Handset	U64UMUCK	
	Standard Batterv - 1000 mAb		
	Standard Battery Cover	SAMU320BATDR	90 Days
	Extended Battery - 1550 mAh		
	Extended Battery Cover Desktop Charding Cradle	SAMU320BATXDK SAMU320DTC	90 Days 1 Year
	Holster- Display Facing Out	SAMU320HOL	90 Day
SCH-U320	Fitted Leather case	SAMU320CAS	1 Year
		0320141000	
A II			
Gusto	Startidard Battery Cover	SAMU360BATSDR	N/A
Gusto SCUTIDE0/260	Extended Battery - 1550 mAh include ex	SAMU360BATX	1 Year
Gusto	Case Fitted Case - PU	SAMU360CAS	1 Year
Gusto		U360MOCK	
t	<u>nsity II" U460 (BT Stereo) MicroSD 16G Common Micro USB Accessories -2.5mm SH</u>	HS	
	Standard Battery 1000 mAh	SAMINTBATS4	1 Year
	Standard Battery Door Standard Battery Door - BLUE	SAMU460BATDR SAMU460BATDRB	90 Days
U450/U460	Extended Battery	SAMU450BATSX	1 Year
	Extended Battery Door	SAMU460BATXDR	90 Days
	Exterided Dattery Door - DEUE Holster	SAMU460HOL	90 Davs
U460	* See UNISDPCH1, 2 & 4, UNIUPPCH1 &3, RUGSDPCH1, SDPCHPURP, BGSDPCH, BGPCHM1, RUGBAGNAVY1, RUGBAGDKGRY	0	
	Snap On Cover - Soft Touch Black Snap On Cover - Soft Touch Blue	SAMU460COVB	90 Days
	Ship On Cover - Soft Touch Drange	SAMU460COVO	ed Days
	Snap On Silicone Cover - Black	SAMU460SILB	90 Days
	Snap On Silicone Cover - Purple Body Glove Rubher Snap On Cover with Belt Clin	SAMU460SILPRP SAMI 1460COVRG	90 Days 90 Days
	Privacy Protector (Works side to side when user is in text mode)	SAMU460PRP	30 Days
SCH-U460	Mock-Up Handset-Wine Color Mock-I In Handset-BLUF	U460MOCK	
	" (RT Steren) Micro.SD 32GB		
	In Box - BAT - Standard Slim Lith Ion 1500 mAh	SAMINTBATS3	1 Year
i400	Standard Battery Door	SAMCNTBATDR	30 Days
i400	Extended Battery 2600 mAh Extended Battery Door	SAMINTBATSX3	1 Year 30 Dave
1400/	Extended Dattery 2001 Standard Battery (1500 mAh) & Battery Only Charger w/Y Adapter (Allows user to charge both the device and an extra battery)	SAMBNC1	ט טמאס 1 Year
i400	Desk Top Charger Window Mount (Device does into man mode)	SAMCNTDOCK	1 Year 1 Year
	* See UNIPDASDPCH1, 2 & 3 , PDASDPCH3, PDASDPCH6, BGPDASDPCH in the Universal Section		
	Silicone Cover - Black High Gloss Silicone Cover - BLACK	SAMCNTSILB	30 Day 30 Day
	High Gloss Silicone Cover - Pink	SAMCNTSILHGP	30 Day
	Holster Shell/Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip	SAMCNTHOC	90 Day
	Snap On Cover - (Front & Back) CLEAR	SAMCNTCOVC	90 Day
	BodyGlove Case Snap On Cover - (Front & Back) Purple	SAMCNTCOVPRP	90 Day 90 Day
i400	High Gloss Rim & Hard Cover Center Cover (Combo of two materials in one cover) BLUE	SAMCNTHGCOVBLU	эо <u>Day</u> 90 Day
	High Gloss Rim & Hard Cover Center Cover (Combo of two materials in one cover) BLACK	SAMCNTHGCOVBLK	90 Days
		1400MOCK	30 Days
i50("Fascinate" (BT Stereo) MicroSD 32GB - Common Micro USB Accessories - 3.5mm	n 4 Pole	
i50(In Box - BAT - Standard Slim Lith Ion 1500 mAh	SAMI500BAT	1 Year
i500 i500	Standard Battery Cover Extended Batterv 2200 mAh (Includes Batterv Door)	SAMI500BATDR SAMI500BATX	N/A 1 Year
1500	Standard Battery (1500 mAh) & Battery Only Charger w/Y Adapter (Allows user to charge both the device and an extra battery)	SAMI500BNC	1 Year
1500	Window and Dash Mount (Does NOT trigger "Nav" Mode) Navigation Window Mount Kit (automatically launches "Nav" mode)	VZWI500DASHMNT SAMI500MNT	90 Days 90 Davs
1500	Desktop Charger w/Home Charger Cable	SAMI500DOCK	1 Year

Sams	i500 i500 i500 i500 i500 i500 i500	Shell/Holster Combo - Rubberized Swivel Holster w/Rear Cover Shell included - Swivel Belt Clip Silicone Cover - Black High Gloss Silicone with VZ logo - Black High Gloss Silicone with VZ logo - Pink High Gloss Silicone with VZ logo - PURPLE	SAMI500HOC SAMI500SILB SAMI500SILHGBLK	90 Days 30 Days 30 Days 30 Days
	i500 i500 i500 i500 i500 i500	Silicone Cover - Black High Gloss Silicone with VZ logo - Black High Gloss Silicone with VZ logo - PURPLE	SAMI500SILB SAMI500SILHGBLK	30 Days 30 Days 30 Days
Sam	1500 1500 1500 1500 1500 1500	High Gloss Silicone with VZ logo - Black High Gloss Silicone with VZ logo - PURPLE	SAMI500SILHGBLK	30 Days 30 Days
	i500 i500 i500 i500 i500	High Gloss Silicone with VZ logo - Pink High Gloss Silicone with VZ logo - PURPLE		30 Days
XX	i500 i500 i500 i500	High Gloss Silicone with VZ logo - PURPLE	SAMI500SILHGPNK	1
X	1500 1500 1500		SAMI500SILHGPRP	30 Days
	1500 1500 1500	Anti-Scratch Display Protectors (3 Pack) w/screen wipe	SAMI5003PKSP	30 Days
	1500 1500 1500	Anti-Glare Display Protectors (3 Pack) w/screen wipe	SAMI5003PKASP	30 Days
Sam	i500 i500	Display Protectors - Glitter Border SILVER (1 Pack) w/screen wipe	SAMI5001PKSGSP	30 Days
		Display Protectors - Glitter Border PINK (1 Pack) w/screen wipe	SAMI5001PKPGSP	30 Days
	nnci	Holster	SAMI500HOL	90 Days
	i500	Body Glove Rubber Snap On Cover with Belt Clip	SAMI500COVBG	90 Days
	i500	Black Soft Touch Cover w/kickstand - Black	SAMI500COVSTB	90 Days
	i500	High Gloss Rim & Hard Cover Center Cover (Combo of two materials in one cover) BLUE	SAMI500HGCOVBLU	90 Days
Sam	i500 :-00	Hard Cover - Purple	SAMI500COVPRP	30 Days
	1500	High Gloss Silicone and Hard Cover combo (Purple & Blue Gradiant)	SAMISUUHGCUVPNB	30 Days
Sam	1500			30 Days
	0061	High Gloss Silicone with VZ logo - REU High Chara Dim & Uard Cartar Cartar Cartar (Cambo of the materiale in care cartar) DED		30 Days
Sams	0061			90 Days
Sams	1500		ISOOMOCK	su nays
	bun	lab		
++++	Galaxy Tab	Wall Charger - 30 Pin Connection	SAMTABTVL	
+++	Galaxy Tab	Vehicle Charger - 30 Pin Connection	SAMIABVPC	
	Galaxy Lab	INEGIA DOCK (Standard HUMI Out port)		1 Year
+	Calavy Tah	20 Din LISE Cable 7 (MIIII IO SIGIIU) O FEEL LOIIG		0 Dave
•	Galaxy Tab	30 Pin USB Cable (6 foot)	SAMTABUSBCAB6	90 Davs
╞	Galaxy Tab	30 Pin to RCA (Video and right and left Audio) - 6 feet		90 Davs
	Galaxy Tab	Leather Case (Folio) - Formed Plastic Inside		1 Year
	Galaxy Tab	Scuba Case (Folio)		1 Year
	Galaxy Tab	0		1 Year
	Galaxy Lab	Silicone Cover - Black		30 Days
	Galavy Tah	High Gloss Silicone Cover - Diack		30 Dave
	Galaxy Tab	Diterbox Defender Cover w/kickstand		30 Davs
	Galaxy Tab	Keyboard w/docking port		1 Year
	Galaxy Tab	Anti-Scratch Display Protectors (3 Pack) w/screen wipe		30 Days
	Galaxy Tab	Anti-Glare Display Protectors (3 Pack) w/screen wipe	SAMTAB3PKASP	30 Days
	Galaxy Tab	Mock Up Unit		
Verizon	on Wireles	ess "Salute" ZTE F350 (Common MicroUSB Accessories) - 2.5mm		
	F350		ZTEF350BAT	1 Year
	F350			30 Days
	LGEO	* See UNISDPCH1, 2 & 4, UNIUPPCH1, 2 & 3, BGPCHM1, BGSDPCH, SDPCHPURP, RUGSDPCH1 ,RUGBAGDKGRY1, RUGBAGNAV		
Varizon				
	<			
+	AC30	Standard Battery Cover		
	AC30	Mock	AC30MOC	00 000
Antenna	nna Products	licts		
PC Card		es		
			WINDMINIANT	90 Days
	ANT	Antenna for LTE (Window Mount with 2 suction cups) - Cable 12 feet long	WINDLTEANT	90 Days
	ANT	Mini UME antenna (Mag Mount) - Cable 10 feet long Magnetic Mount Antenna for I TE. Cable 10 feet long	MINIMAGANT1 MAGI TEANT	90 Days
SR707 / 11	1 11/1 75 / 597 / 760 /	1		90 Dav
	1960	Adapter Cable for USB Cards - VZW USB770 (Includes TNC Connector)	PCCAB-720	90 Davs
	UMW190VW	Adapter Cable for USB Cards - VZW UMW190 (Includes TNC Connector)	PCCAB-190VW	90 Days
	UML290	Adapter Cable for USB LTE Modem - Pantec UML290 (Includes TNC Connector)	PCCAB-290	90 Days
	USB551L	Adapter Cable for USB LTE Modem - Novatel USB551L (Includes TNC Connector)	PCCAB-551	90 Days

STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance Acting by and through the State of Nevada

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. <u>REQUIRED APPROVAL</u>. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.

2. <u>DEFINITIONS</u>. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP #1907 incorporated herein as Attachment AA. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. <u>CONTRACT TERM</u>. This contract shall be effective from <u>subject to WSCA Board of</u> <u>Directors' approval to</u>, unless sooner terminated by either party as specified in paragraph (21). 4. <u>CANCELLATION OF CONTRACT; NOTICE</u>. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SOLICITATION #1907 (Scope of Work) and ATTACHMENTS (list attachments);

ATTACHMENT BB: CONTRACTOR'S RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. <u>ASSENT</u>. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. <u>BID SPECIFICATIONS</u>. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment BB; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. <u>ACCEPTANCE OR REJECTION OF BIDS, AND AWARD</u>. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. <u>BID SAMPLES</u>. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. <u>CONSIDERATION</u>. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ ______ per _____ (state the exact cost or hourly, daily, or weekly rate

exclusive of travel or per diem expenses). Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. <u>PAYMENT</u>. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. <u>TAXES</u>. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. <u>FINANCIAL OBLIGATIONS OF PARTICIPATING STATES</u>. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. <u>ORDER NUMBERS</u>. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. <u>REPORTS</u>. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. <u>DELIVERY</u>. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until

final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. <u>HAZARDOUS CHEMICAL INFORMATION</u>. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. <u>INSPECTIONS</u>. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. <u>Books and Records</u>. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. <u>Inspection & Audit</u>. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. <u>CONTRACT TERMINATION</u>. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2). terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

<u>Winding Up Affairs Upon Termination</u>. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. <u>REMEDIES</u>. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. <u>LIMITED LIABILITY</u>. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. <u>FORCE MAJEURE</u>. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, and except to the extent caused by the negligence or willful misconduct of the WSCA/ ate of Nevada , employees, agents, volunteers and subcontractors,- Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

26. <u>INSURANCE SCHEDULE</u>. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or

2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor as relates to Contractor operations. Contractor's insurance policies shall apply on a primary basis in this respect. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than tenthirty (130) business days before after the expiration or replacement of the required insurance without lapse in coverage. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - <u>**\$2,000,000.00**</u> General Aggregate
 - **<u>\$1,000,000.00</u>** Products & Completed Operations Aggregate
 - \$1,000,000.00 Personal and Advertising Injury

\$1,000,000.00 Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing <u>substantially</u> equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, <u>Title VII actions</u> and liability assumed under an <u>this</u> insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **<u>Waived</u>** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: \$_<u>Waived</u> Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **<u>\$Waived</u>** Per Loss for Employee Dishonesty

This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

b. <u>Waiver of Subrogation</u>: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

- c. <u>Cross-Liability</u>: All required <u>general</u> liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
- d. <u>Deductibles and Self-Insured Retentions</u>: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved. We will select commercially reasonable deductibles and self-insured retention and will be responsible for their payment

- e. <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be <u>mailed sent by certified</u> mailed to the address identified on page 1 of the contract.
- f. <u>Approved Insurer</u>: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers <u>reasonably</u> acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) <u>Certificate of Insurance</u>: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) <u>Schedule of Underlying Insurance Policies</u>: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

<u>Review and Approval</u>: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Lead State identified on page one of the contract

27. <u>COMPLIANCE WITH LEGAL OBLIGATIONS</u>. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. <u>SEVERABILITY</u>. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

30. <u>ASSIGNMENT/DELEGATION</u>. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. <u>OWNERSHIP OF PROPRIETARY INFORMATION</u>. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. <u>PATENTS, COPYRIGHTS, ETC</u>. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. <u>CONFIDENTIALITY</u>. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. <u>NONDISCRIMINATION</u>. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contractor must include this

provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. <u>FEDERAL FUNDING</u>. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. <u>LOBBYING</u>. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. <u>NON-COLLUSION</u>. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. <u>Uniform Commercial Code</u>. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b.<u>General Warranty</u>. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. <u>System Compliance</u>. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. <u>CONFLICT OF INTEREST</u>. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

41. <u>INDEPENDENT CONTRACTOR</u>. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. <u>POLITICAL SUBDIVISION PARTICIPATION</u>. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. <u>GOVERNING LAW; JURISDICTION</u>. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. <u>SIGNATURES IN COUNTERPART</u>. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. <u>ENTIRE CONTRACT AND MODIFICATION</u>. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent's Contractor's Title
Signature	Date	Title
Greg Smith, Administrator, State of Nevada	APPROV	ED BY WSCA BOARD OF DIRECTORS
	On	(Date)
Approved as to form by:		
Deputy Attorney General for Attorney General	On	(Date)

PARTICIPATING ADDENDUM WESTERN STATES CONTRACTING ALLIANCE

STATEWIDE MASTER PRICE AGREEMENT

1. <u>Scope</u>: This addendum covers contact number and *title* for State Agencies and Political Subdivisions.

- 2. <u>Changes</u>: (Replace this with specific changes or a statement that no changes are required)
- 3. <u>Lease Agreements</u>: (Insert a statement whether or not equipment lease agreement terms and conditions have been approved for use by the governmental entity)

4. <u>Primary Contact</u>: The primary government contact individual for this participating addendum is as follows:

Name Address Telephone: Fax: E-mail:

5. Subcontractors:

6. <u>Price Agreement Number</u>: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include price agreement number: xxxx

This Participating and the Master Price Agreement number xxxx (administered by the State of Nevada)together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity:	Contractor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
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