



**Commonwealth of Virginia  
Virginia Information Technologies Agency**

**WIRELESS DATA & CELLULAR/PCS EQUIPMENT & SERVICES**

**MANDATORY USE CONTRACT**

**DATE:** April 9, 2009

**CONTRACT #:** VA-060407-CNWL

**VENDOR:** AT&T Mobility National Accounts LLC  
d/b/a AT&T Mobility Contracts  
Attention: 4C Administrative Assistant  
1900 Gallows Road  
Vienna, VA 22182

**MAIN CONTACT:** Rich Conclin  
4801 Cox Road, Suite 300  
Glen Allen, VA 23060  
Phone: 804-334-5005  
Email: [rc1903@att.com](mailto:rc1903@att.com)

**FIN #:** 74-2955068

**TERM:** April 7, 2009 - June 6, 2009

**FOB:** Destination

**PAYMENT:** 30 Days

**Technical Information:**

Lisa Nicholson  
Telecommunications Division, DIT  
804-416-6202  
Email: [lisa.nicholson@vita.virginia.gov](mailto:lisa.nicholson@vita.virginia.gov)

NOTE: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this agreement.  
NOTE: Toll free trouble reporting number, 1-800-473-2355, or 611 from a cellular phone.  
NOTE: Use of this contract by State Agencies and Institutions of Higher Education is **MANDATORY**, and is optional for Localities and other public bodies.

**CONTRACT #VA-060407-CNWL**



**ALL ORDERS FOR SERVICES SHALL BE SENT TO:**

LISA NICHOLSON

VITA

11751 Meadowville Lane

Chester, VA 23836

804-416-6202

Telecommunications Services Request Form can be found on our website:

<http://www.vita.virginia.gov/docs/forms/tsrChoice.cfm>

Ordering, billing and vendor invoice reconciliation for **SERVICES and EQUIPMENT** will be handled by VITA

**PRIME CONTRACTOR RESPONSIBILITY**

**If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.**

**MODIFICATION #4  
TO  
CONTRACT NUMBER VA-060407-CNWL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY NATIONAL ACCOUNTS LLC  
(Formerly NEW CINGULAR WIRELESS NATIONAL ACCOUNTS LLC)**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T MOBILITY NATIONAL ACCOUNTS LLC hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-060407-CNWL, as modified.

Both of the above referenced parties agree to the following:

**Reference: Page 9 of 39, Paragraph V, entitled "Term**

The term of Contract VA-060407-CNWL shall be extended from April 7, 2009 through June 6, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060407-CNWL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

AT&T MOBILITY NATIONAL  
ACCOUNTS LLC

BY: Cathleen M. Pryor

NAME: Cathleen M. Pryor

TITLE: VP, Contracts

DATE: 04/06/2009

COMMONWEALTH OF VIRGINIA

BY: Susan Woodley

NAME: Susan Woodley

TITLE: Director Supply Chain Mgmt

DATE: 4/06/2009

**MODIFICATION #3  
TO  
CONTRACT NUMBER VA-060407-CNWL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY NATIONAL ACCOUNTS LLC  
(Formerly NEW CINGULAR WIRELESS NATIONAL ACCOUNTS LLC)**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T MOBILITY NATIONAL ACCOUNTS LLC hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-060407-CNWL, as modified.

Both of the above referenced parties agree to the following:

1. **iPhone Solution; Plans; Equipment.** Contractor will provide the iPhone Solution, and corresponding Plans and Equipment in accordance with Exhibit A, attached hereto and incorporated herein by reference, to State in accordance with this Modification. These iPhone Solution terms and conditions replace any existing iPhone Solution terms and conditions in the Agreement.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060407-CNWL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE  
TERMS AND CONDITIONS OF THE CONTRACT.**

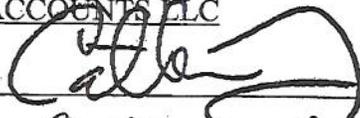
AT&T MOBILITY NATIONAL  
ACCOUNTS LLC

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
Cathleen M. Pryor  
Vice President, Contracts  
8-07-08

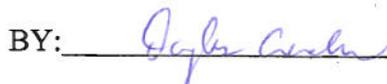
COMMONWEALTH OF VIRGINIA

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

  
Douglas Crenshaw  
Strategic Sourcing Manager  
8-12-08

## EXHIBIT A

### iPhone Solution Terms and Conditions

1. **General.** Pursuant to the terms and conditions of the Agreement and this Exhibit, Contractor will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to State and its qualified Users.

2. **Plans.**

2.1 **General.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Plan requirements depend on whether the User has an iPhone that is compatible with (a) the AT&T GSM/GPRS/EDGE network only ("Original iPhone"), or (a) both the Contractor GSM/GPRS/EDGE network and the AT&T 3G (HSDPA/UMTS) network ("iPhone 3G"). Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones. Except as otherwise provided in the Agreement, the Plans will be subject to their corresponding marketing materials in effect from time to time.

2.2 **3G iPhone Solution Plans.**

2.2.1 **Enterprise Data Plan for iPhone.** This Plan must be selected for Users that intend to access corporate email, company intranet sites, and/or other business applications through the iPhone solution.

Monthly Service Charge: \$45.00

2.2.2 **Data Plan for iPhone**

Monthly Service Charge: \$30.00

2.2.3 **Additional Rules.** Both iPhone Solution Plans include unlimited data and visual voicemail. For both Plans, Contractor also imposes a monthly Regulatory Cost Recovery charge of up to \$1.25 to help defray costs incurred in complying with State and Federal telecom regulations; State and Federal Universal Service Charges; and surcharges for customer-based and revenue-based state and local assessments on Contractor. These are not taxes or government-required charges. Charges for usage while roaming internationally: \$0.50 for each text message sent and \$0.0195 for each kilobyte used. Standard rates apply to all incoming messages. Additional charges for premium messages and content apply. For coverage information and maps, please visit [att.com/wirelesscoveragemap](http://att.com/wirelesscoveragemap) or [att.com/wirelessbroadbandconnect](http://att.com/wirelessbroadbandconnect).

2.3 **Plan Requirements for iPhone 3G.** Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an iPhone 3G-eligible Enterprise Data Plan for iPhone or iPhone 3G-eligible Data Plan for iPhone. Use of iPhone to access corporate email, company intranet sites, and/or other business applications requires an iPhone 3G-eligible Enterprise Data Plan for iPhone.

2.3 **Plan Requirements for Original iPhone.** Users must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T FamilyTalk Add-a-Line Plan, a Shared Business Solutions Add-a-Line Plan, or other business-only Voice Service Plan for which they qualify), and (b) an Original iPhone-eligible Enterprise Data Plan for iPhone.

3. **Equipment.**

3.1 **iPhones.** Contractor will provide the following 3G iPhones to State at their corresponding prices:

8GB 3G iPhone: \$199.00

16GB 3G iPhone: \$299.00

3.2 **No Discount on iPhones.** Notwithstanding anything to the contrary in the Agreement, State and its Users will not receive an equipment discount, or any other discount or promotion described in the Agreement, on iPhones or Apple-branded accessories.

**4. Service Discount.**

**4.1 iPhone 3G and Original iPhone Solution.** Except as otherwise provided in the Agreement regarding Voice Service Plans that do not qualify for the Service Discount, Contractor will provide the Service Discount available under the Agreement and any applicable credit or waived fee described in the Agreement with respect to Users activated on the iPhone Solution.

**5. Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced in §3 above and may not be compatible with certain additional features (e.g., OfficeReach™ and Unified Messaging), which will be disabled or removed at time of iPhone activation. The iPhone Solution includes Visual Voicemail, which requires Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so Users are advised to listen to any existing voicemails before completing the activation process.

**6. Policies and Processes.** State and its Users shall follow the policies and processes established by Contractor to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. These policies and processes include the provisions set forth in this Exhibit A as well as the provisions available at: [www.apple.com](http://www.apple.com). In the event of a conflict between the policies and processes set forth or incorporated by reference in this Exhibit A and the terms of Contract VA-060407-CNWL ("the Contract"), the terms of the Contract shall govern, except the provisions of paragraph 3.2 of this Exhibit A concerning no equipment discount for iPhones shall take precedence over the terms of the Contract. If Contractor revises the policies and processes resulting in a substantial impairment of State or its Users to lawfully use iPhones or iPhone service, User may request a waiver of such revision as it applies to User or, if a waiver is not granted, a User may terminate its iPhone service without termination liability upon 30 days written notice to Contractor. Such policies and processes may include, without limitation, (a) purchasing and activating iPhones only in Contractor retail locations through Premier and through [www.apple.com](http://www.apple.com), and (b) completing the activation through iTunes. iPhone returns are subject to a 10% re-stocking fee.

**MODIFICATION #2  
TO  
CONTRACT NUMBER VA-060407-CNWL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY NATIONAL ACCOUNTS LLC  
(Formerly NEW CINGULAR WIRELESS NATIONAL ACCOUNTS LLC)**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T MOBILITY NATIONAL ACCOUNTS LLC hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-060407-CNWL, as modified.

Both of the above referenced parties agree to the following:

1. **Reference: Page 9 of 39, Paragraph V, entitled "Term"; Page 10 of 39, Paragraph W, entitled "Modifications":**

The term of Contract VA-060407-CNWL shall be extended from April 7, 2008 through April 6, 2009.

2. **Changes to Modification #1.** The address notice provisions for AT&T set forth in paragraph 1 of Modification #1 to Contract Number VA-060407-CNWL is amended to delete the listed address and replace it with the following:

AT&T Mobility Contracts	Phone Number 703-506-5232
Attn: 4C Administrative Assistant	
1900 Gallows Road	Fax No. 866-818-0524
Vienna, VA 22182	

3. **Addition to Contract of Attachment B – iPhone.** The Contractor agrees to make iPhone products and services available to the Commonwealth and the Commonwealth agrees it will utilize iPhone products and services in accordance with the terms and conditions of this paragraph 3 and the following paragraph 4 of this modification, and the iPhone Attachment, a copy of which is attached hereto, and incorporated herein by reference. The iPhone Attachment shall be added to Contract VA-060407-CNWL as Attachment B.

4. **No Early Termination Fee for CRU Applies to iPhone.** Paragraph 4 of Attachment B concerning iPhone service is amended by adding the following:

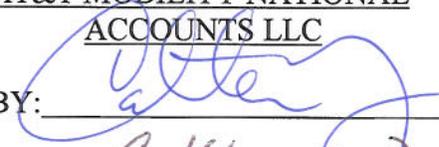
“While the iPhone Solution is available only with a two-year CRU term, there is no Early Termination Fee for a Corporate Responsible User’s (CRU) termination of iPhone service for convenience in accordance with the provisions of paragraph AW of Contract VA-060407-CNWL.”

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060407-CNWL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

AT&T MOBILITY NATIONAL  
ACCOUNTS LLC

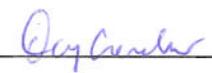
BY: 

NAME: Cathleen M. Pryor

TITLE: Vice President, Contracts

DATE: 5/14/08

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 5/20/08

**Attached following this page  
Is the iPhone Attachment  
Revised 01/21/2008  
Which Shall Hereinafter be Referred to as  
Attachment B  
To Contract Number VA-060407-CNWL  
Between the Commonwealth of Virginia  
And  
AT&T Mobility National Accounts LLC  
Attachment B covers iPhone purchases  
For all government entities  
Utilizing the Commonwealth of Virginia's  
Contract Number VA-060407-CNWL  
Administered by  
The Virginia Information Technologies Agency (VITA)  
On Behalf of the Commonwealth of Virginia.**

1. **General.** Pursuant to the terms and conditions of the Agreement and this Attachment, AT&T will provide iPhones and Service for iPhones (collectively, the "iPhone Solution") to Customer and its qualified Corporate Responsibility Users ("CRUs") and Individual Responsibility Users ("IRUs") (CRUs and IRUs are, at times, referred to together herein as "End Users"). The iPhone Solution is not available to Customer's IRUs who participate in AT&T's Split Billing Program.

2. **Contribution Toward Program Requirements and Commitments.** Customer's End Users with the iPhone Solution and the Service Revenue generated by such End Users (a) will be included for purposes of determining whether Customer meets the program eligibility requirements set forth in the Agreement and (b) will contribute to Customer's MAC or monthly volume of Qualified Charges, as applicable.

3. **Plans.** The iPhone Solution requires subscription to qualified Voice Service and Wireless Data Service. Certain legacy Voice Service Plans (including, without limitation, TDMA and analog Plans) are not available for use with iPhones.

3.1 **Plan Requirements for CRUs.** CRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T Family Talk "Add-a-Line" Plan, a Shared Business Solutions Add-a-Line Plan, or another business-only Plan with a minimum Monthly Service Charge of \$9.99), and (b) the Enterprise Data Plan for iPhone.

3.2 **Plan Requirements for IRUs.** IRUs must have (a) an eligible Voice Service Plan with a minimum Monthly Service Charge of \$39.99 (or an AT&T Family Talk "Add-a-Line" Plan with a minimum Monthly Service Charge of \$9.99), and (b) the Data Plan for iPhone.

4. **CRU Terms.** To the extent the Agreement requires each of Customer's CRUs to have a two, one or zero-year CRU Term, Customer is hereby advised that the iPhone Solution is available only with a two-year CRU Term.

5. **Discounts.**

5.1 **Service Discount.**

5.1.1 **CRUs.** AT&T will provide the Service Discount set forth in the Agreement, and any applicable CRU-related credit or waived fee set forth therein, with respect to CRUs activated on the Plans referenced in §3.1 above.

5.1.2 **IRUs.** Notwithstanding anything to the contrary in the Agreement, AT&T will not provide the Service Discount set forth in the Agreement, or any credit or waived fee set forth therein, to IRUs activated on the Plans referenced in §3.2 above.

5.2 **Equipment Discount.** Notwithstanding anything to the contrary in the Agreement, Customer and its End Users will not receive the Equipment Discount described in the Agreement, or any other discount or promotion, on iPhones or related accessories.

6. **Restrictions.** The iPhone Solution is not compatible with any Wireless Data Service Plans not referenced in §3 above and may not be compatible with certain additional features (e.g., OfficeReach), which will be disabled or removed at time of iPhone activation. The iPhone Solution is not intended for enterprise email at this time. The iPhone Solution includes Visual Voicemail, which requires End Users to establish a new voice mail box. All current voice mail messages will be erased at the time of iPhone activation, so End Users are advised to listen to any existing voicemails before completing the activation process.

7. **Policies and Processes.** Customer and its End Users must follow the policies and processes established by AT&T to purchase iPhones and to activate, migrate to or from, or terminate the iPhone Solution, as such policies and processes may be modified from time to time. Such policies and processes may include, without limitation, (a) purchasing iPhones only in AT&T and Apple retail locations and through [www.apple.com](http://www.apple.com) and (for CRUs only) Premier, and (b) activating only through iTunes. Notwithstanding anything to the contrary in the Agreement, iPhones are sold without Service activated. IRUs who switch from an iPhone to other Equipment must cancel their Service and activate new Service (with a new Number) in order to receive any Service Discount for which they then qualify. It may take up to 2 billing cycles after such a switch for the Service Discount to appear on qualified End User invoices, and the Service Discount will not apply retroactively.

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-060407-CNWL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AT&T MOBILITY NATIONAL ACCOUNTS LLC  
(Formerly NEW CINGULAR WIRELESS NATIONAL ACCOUNTS LLC)**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and AT&T MOBILITY NATIONAL ACCOUNTS LLC hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-060407-CNWL, as modified.

**Reference: Page 10 of 39, Paragraph W, entitled "Modifications":**

Both of the above referenced parties agree to the following:

1. The new name of the Contractor is AT&T Mobility National Accounts LLC, d/b/a "AT&T Mobility" and located at 7855 Walker Drive, 1<sup>st</sup> Floor, Greenbelt, MD 20770.
2. Replace Exhibit B to Attachment A covering the One Source E-Billing product with the new Exhibit B containing "WIN Advantage" product that is included in this modification.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060407-CNWL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED  
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND  
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE  
TERMS AND CONDITIONS OF THE CONTRACT.**

AT&T MOBILITY NATIONAL  
ACCOUNTS LLC

BY: Cathleen M. Pryor

NAME: Cathleen M. Pryor

TITLE: VP, Contracts

DATE: 12/20/07

COMMONWEALTH OF VIRGINIA

BY: Douglas Crenshaw

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 12/20/07

**Exhibit "B" to Attachment "A"**  
**Wireless Information Navigator Advantage™**

**1. Wireless Information Navigator Advantage™.** Subject to the terms and conditions of the Master Agreement and this Exhibit B, CONTRACTOR will provide VITA with certain billing analysis tools using CONTRACTOR's Wireless Information Navigator Advantage™ software, together with all updates and modifications thereto ("WIN Advantage®). The parties acknowledge and agree that WIN Advantage® is intended to replace the One Source product.

**2. Billing Services and Invoicing Options.** VITA will have the following invoicing options for its VITA Accounts:

**2.1 Consolidated Invoicing.** Under consolidated invoicing, CONTRACTOR will provide an invoice each month through WIN Advantage® consolidating all VITA Accounts' Service charges for the preceding monthly billing cycle, except as may otherwise be noted in applicable online or printed terms and conditions of a CONTRACTOR offer, product, service, or plan. VITA must promptly notify CONTRACTOR of any numbers to be added or deleted from VITA's invoice. Employee Accounts' account information is not included on WIN Advantage®.

**2.2 VITA Account Invoicing.** Under VITA Account Invoicing, CONTRACTOR will provide an invoice each month to VITA's VITA Accounts, setting forth such VITA Account's Service and related charges for the preceding monthly billing cycle.

**3. Definitions.** These following capitalized terms will have the meanings set forth below:

**3.1 "Foundation Account Number"** means an account number assigned by CONTRACTOR to VITA for billing purposes that include no fewer than 50 VITA Accounts.

**3.2 "Product Support"** means a service whereby CONTRACTOR shall provide telephonic, technical product support on the WIN Advantage® software for up to three (3) of VITA's registered individuals.

**4. License.**

**4.1 Grant of License.** CONTRACTOR grants to VITA a non-exclusive, non-transferable license to use the WIN Advantage® software pursuant to the terms and conditions of the Master Agreement (the "License").

**4.2 Authorized Use.** VITA may use the WIN Advantage® software on up to ten (10) computer terminals for the sole purpose of using the reports and tools.

**4.3 Restrictions.** VITA will not (a) use the WIN Advantage® software on a network; (b) modify, translate, disassemble, decompile, reverse engineer or in any other way derive any source code from the WIN Advantage® software, nor will it merge the WIN Advantage® software with another computer program; (c) use the WIN Advantage® software in the operation of a service bureau; (d) sell,

license, publish, display, distribute, or otherwise transfer the WIN Advantage® software or any copy thereof, in whole or in part, to a third party; nor (e) export the WIN Advantage software outside of the United States, without CONTRACTOR's prior, written consent.

**4.4 Compact Discs and Copies.** At no charge, VITA will receive one (1) WIN Advantage compact disc per month for each of its Foundation Account Numbers. Upon VITA's request, CONTRACTOR will provide VITA additional WIN Advantage compact discs for VITA's current or prior month's information for \$25 each. VITA, solely to enable it to use the WIN Advantage® software, may make one archival copy of the WIN Advantage software as part of its usual software back-up procedures. VITA will have no other right to copy the WIN Advantage® software. Any copies of the WIN Advantage® software made by VITA are the exclusive property of CONTRACTOR.

**4.5 Ownership.** VITA acknowledges and agrees that nothing in the Master Agreement conveys or provides VITA with an ownership interest in and to the WIN Advantage® software, and VITA agrees to make no claim of ownership in and to the WIN Advantage® software.

**4.6 Modifications and Reverse Engineering.** VITA acknowledges and agrees that only CONTRACTOR will have the right to alter, modify, maintain, enhance or otherwise modify the WIN Advantage® software.

**5. Installation and Training.** Initial installation of the WIN Advantage® software and up to four (4) hours of initial training on the WIN Advantage® software will be provided by CONTRACTOR to VITA at no charge.

**MASTER CONTRACT  
CONTRACT VA-060407-CNWL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, LLC**

**A. SCOPE OF AGREEMENT**

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency) and New Cingular Wireless National Accounts, LLC (the "Contractor"), a privately held Limited Liability Company having its principal place of business at 5565 Glenridge Connector, Atlanta, GA 30342. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Contract for the use by State Agencies, Institutions, and other public bodies as defined in § 11-37. *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users", to acquire Equipment and wireless data services for Internet access and cellular / PCS services ("Services") pursuant to the Commonwealth's Request For Proposal #2005-02R1, dated March 22, 2005 (the "RFP") and the Contractor's proposal, dated April 28, 2005 in response thereto.

**B. INTERPRETATION OF AGREEMENT**

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

**C. APPLICABLE LAWS AND COURTS**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

#### **D. ANTI-DISCRIMINATION**

By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E ).

In every Contract over \$10,000 the provisions in A. and B. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **E. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or

inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**F. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**G. DEBARMENT STATUS**

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**H. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

**I. PAYMENT**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - (3) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

## **J. PRIME CONTRACTOR RESPONSIBILITY**

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

1. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor shall be responsible for any acts or omissions of any subcontractor, or its agents or employees for items or services provided pursuant to this Contract.

2. The Contractor hereby affirms that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or Services, and that such other party has agreed in writing that it has no objection thereto.

## **K. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

## **L. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## **M. INSURANCE**

By signing and submitting a bid or proposal under this solicitation, the bidder or Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### **INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.

3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit.

#### **N. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

#### **O. NONDISCRIMINATION OF CONTRACTORS**

A bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

#### **P. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of the Contractor's intention

to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

Contractor agrees to submit any and all contractual disputes arising from this contract to VITA's alternative dispute resolution procedures. Contractor may invoke VITA's alternative dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

#### **Q. PERIODIC PROGRESS REPORTS/INVOICES**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the Offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the Offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

#### **R. FINAL ACTUAL INVOLVEMENT REPORT**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent

on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>ADDRESS AND PHONE NUMBER</u>	<u>TYPE GOODS/ SERVICES</u>	<u>ACTUAL DOLLARS</u>	<u>PLANNED DOLLARS</u>	<u>% OF TOTAL CONTRACT</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
Totals for Business Class			_____	_____	_____

**S. NONVISUAL ACCESS TO TECHNOLOGY**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, Software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of

information shall permit the installation and effective use of nonvisual access Software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

#### **T. SECTION 508 COMPLIANCE**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

#### **U. UNIVERSAL SERVICE FUND**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor. Please note: Cingular Wireless is not responsible for the verification of USF (E-Rate) participants.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

#### **V. TERM**

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of twenty-four (24) months. The Commonwealth at its sole discretion, may extend this Agreement for three (3) additional twelve (12) month periods at the prices identified herein. The Commonwealth will issue a writing in the

form of a modification to the Contractor a minimum of thirty (30) days prior to the end of each renewal period for any extension thereafter.

#### **W. MODIFICATIONS**

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing on paper and signed in ink by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the VITA authorized representative and for the Contractor the person signing the Contract.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

#### **X. AVAILABILITY OF EQUIPMENT**

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

#### **Y. HARDWARE SPECIFICATION**

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

#### **Z. MANUALS**

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

#### **AA. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death or (b) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

**AB. PRICE PROTECTION AND MOST FAVORED CUSTOMER**

All of the prices, terms, warranties, and benefits granted by Cingular herein are equivalent to or better than the comparable terms being offered by Cingular to any present Virginia customer of similar size and otherwise similarly situated. If Cingular shall during the term of this Agreement, enter into arrangements with any other Virginia customer of similar size and otherwise similarly situated, for whom cost of providing the services is comparable and to whom Cingular is providing prices, terms, warranties, and benefits on more favorable terms, then this Agreement, at the Commonwealth's election, shall be amended to provide substantially the same to the Commonwealth of Virginia.

**AC. ASSIGNMENT OF CONTRACT**

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA authorized representative prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Supply Chain management Division, VITA. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Supply Chain Management Division of VITA shall promptly notify the Contractor of any assignment notice it receives.

**AD. TELECOMMUNICATIONS SERVICES ORDER (TSO)**

VITA retains the exclusive authority to order all Services and Equipment delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, VITA form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services and Equipment acquired under this Agreement. The TSO must identify the Service(s) and / or Equipment to be acquired, the price for each Service

and / or Equipment, and the required Service Commencement Date for each Service or delivery date for Equipment.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information within twenty-four (24) hours to the Telecommunications Services Branch of the VITA Customer Care Center (VCCC):

1. A verification that the TSO is technically correct;
2. The date the Services will begin or Equipment will be delivered;
3. A verification of the charge for each item (Service) or Equipment to be provided, and;
4. Other applicable administrative information necessary to deliver the Services and / or Equipment requested on the TSO.

#### **AE. ORDERING OFFICERS FOR EQUIPMENT AND SERVICES**

The following individuals are appointed as authorized Ordering Officers for VITA. The Ordering Officer(s) authority is limited to ordering the Services and / or Equipment as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services and / or Equipment not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled "Modifications" of this Contract.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the VITA authorized representative of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Linda Brown and Margaret Moran.

#### **AF. TRANSPORTATION AND PACKAGING**

By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

**AG. SERVICE COMMENCEMENT DATE**

- a. All Services shall commence within twenty-four (24) hours from the receipt of a Telecommunications Services Order issued by VITA, unless stated otherwise on the TSO.
  
- b. Any amendment by the COV to this Contract or any part thereof, may require the establishment of a new mutually agreed to service commencement date. The State may delay the service commencement date by notifying the Contractor at least ten (10) days before the required service commencement date.
  
- c. If the Service(s) are not delivered within the time specified herein, the Commonwealth reserves the right to cancel the award of this Contract or individual Order and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from VITA's Vendor Registration File as per Section 7.20 of the Department of general Services / Division of Purchases and Supply's Vendor's Manual.
  
- d. Neither the Contractor nor the Commonwealth shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

**AH. DELIVERY DATE (EQUIPMENT)**

The Contractor shall deliver the Equipment ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Equipment is not completed within fifteen (15) days after the scheduled delivery date, the Commonwealth may cancel either the Agreement or individual Order without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least ten (10) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

Neither the Contractor nor the Commonwealth shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

**AI. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS**

All Services are subject to inspection and testing by the Authorized User, and any Services, which do not meet or exceed the manufacturer's specifications, or

specifications herein, or other requirements of the Contract may be rejected. The Authorized User shall be given seventy-two (72) hours from the date of delivery by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the Authorized User, in its sole discretion, may accept the same prior to expiration to the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or other requirements, including those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection may terminate this Contract and exempt the Authorized User from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment, however, acceptance by the Authorized User following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

#### **AJ. RECORDS**

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

#### **AK. BREACH**

The Contractor may be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a notice identifying such noncompliance; or (d) fails to provide a written response to a notice of noncompliance within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products and Services shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

**AL. SERVICE DOWNTIME CREDITS**

The Authorized User shall be rebated, or credited, a prorated hourly portion of the applicable monthly Service charges for each occurrence during which the Authorized User is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the Service. Contractor provided rebates or credits shall never exceed the cost of the Services. Outages caused by force majeure are exempted, as are any outages not directly caused by Cingular Wireless normal business provisioning. The determination of the definition/measurement of eight (8) consecutive hours shall be mutually agreed upon for each outage.

**AM. RISK OF LOSS**

For any Equipment purchased, the Contractor shall have the risk of loss or damage to all Equipment until such Equipment is received and accepted to the Commonwealth

**AN. TITLE TO EQUIPMENT**

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon delivery

**AO. ENGINEERING CHANGES**

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the Commonwealth at no additional charge for a period of one (1) year from the date of installation. The Commonwealth reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

**AP. SUPPLIES**

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the Commonwealth shall conform to the Contractor's published specifications provided to the Commonwealth at the time of Equipment installation. The Commonwealth reserves the right to acquire such supplies from any Contractor of its choice.

#### **AQ. NON-APPROPRIATION**

All funds for payment of Equipment, Software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

#### **AR. CONTRACTUAL RECORDS**

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

#### **AS. BILLING DATA**

The Contractor shall provide to VITA a consolidated monthly bill for all Services provided to all Authorized Users under this Agreement in electronic format. The consolidated monthly bill must contain all of the information required herein.

If Equipment and / or Software are purchased from the Contractor by Authorized Users, it will be billed directly to the Authorized User at the purchase price.

#### **AT. INVOICES**

All invoices shall be rendered promptly to VITA after all Services covered by the invoice have been accepted. All payments for cellular air time shall be monthly in arrears and shall be addressed to the Controller, VITA. No invoice may include any costs other than those identified in the Agreement or the individual TSO referencing this Contract. The Commonwealth will not pay for any charges that are over 90 days old (90 days old is defined as 90 days from date of occurrence) and only appear on an invoice subsequent to that 90 day period. Invoices shall provide at a minimum:

1. Type and description of the Service;

2. Serial number, if any;
3. Charge for each Service;
4. This Contract Number/TSO Number, and;
5. Contractor's Federal Identification Number (FIN)

#### **AU. VOLUME DISCOUNT**

For rate plans that are structured based on individual phones and usage, VITA will deduct a fifteen percent (15%) volume discount from the monthly correct billed amount and remit the remainder. Contractor will provide an invoice detailing the undiscounted charges incurred, and the net amount due after discount, which discount applies to the monthly service charge only.

#### **AV. TERMINATION FOR CONVENIENCE**

This Contract may be terminated, in whole or in part, upon thirty (30) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

#### **AW. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER**

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to ten (10) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

#### **AX. SERVICES WARRANTY**

Contractor shall deliver and maintain the Services as described herein. In addition, the Contractor shall provide a single point of contact for the reporting of Service problems encountered by the Authorized User. The Contractor shall provide local Service representatives for the reporting of Service problems during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, excluding state holidays. The Contractor shall also provide an "800" telephone number twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays for the reporting of Service problems during non-business hours.

#### **AY. WARRANTY (EQUIPMENT)**

Cingular will reasonably assist VITA with obtaining repair or replacement of equipment under warranty. However, Cingular is not an equipment manufacturer. VITA will receive the manufacturer's consumer warranty along with product literature. If

equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Other solutions may be available based on region. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

#### **AZ. PRINCIPAL PERIOD OF MAINTENANCE**

The Principal Period of Maintenance (PPM) shall be Monday through Friday, 8 a. m. to 5 p. m., Local Time, Commonwealth holidays excluded. The Contractor must provide a toll free telephone number to a centralized problem reporting and maintenance system that is manned twenty-four (24) hours a day, seven (7) days a week. The Commonwealth, by giving fifteen (15) days written notice to the Contractor, may designate different hours or days for PPM.

#### **BA. TECHNOLOGY IMPROVEMENTS**

Provide Authorized Users with access to Equipment and Services that are representative of the most recent, innovative, and/or proven technologies available.

Therefore, Contractor agrees to provide VITA with written notification of any known hardware, services, firmware, or software changes at least 60 days, or sooner if agreed to by VITA in writing, in advance of any proposed date for implementing such changes that may affect the features, functionality, or method of operation or delivery of any Service or Product offered under this Agreement. Such changes shall take place only after review by VITA, and upon the written mutual agreement of both parties. Upon VITA's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes.

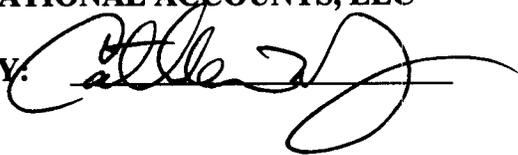
#### **BB. PATENT/COPYRIGHT PROTECTION**

Cingular will indemnify and defend the Commonwealth against any claim or suit against the Commonwealth alleging that Cingular or Commonwealth's use of the Service (including WIN Advantage and any other software provided to the Commonwealth by Cingular) as contemplated by this Agreement, infringes any issued United States patent, any trademark registered in the United States, any registered United States copyright or any trade secret (a "Claim"). The foregoing obligation will not apply where the Claim arises out of or results from: (a) content not owned or created by Cingular that the Commonwealth uses in connection with the Service (including, without limitation, the Commonwealth's transmission of data using the short messaging service or transmission of copyrighted or proprietary information); (b) modifications to the Service made by other than Cingular; (c) the combination of the Service with non-Cingular services or products; (d) Cingular's adherence to Commonwealth's written instructions or specifications; or (e) Commonwealth's use of the Service in violation of this Agreement or in violation of any special third-party terms and conditions relating to Commonwealth's use of the Service or any part thereof.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

NEW CINGULAR WIRELESS  
NATIONAL ACCOUNTS, LLC

BY:



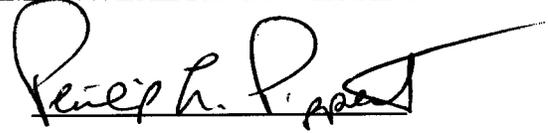
NAME: Cathleen M. Pryor

TITLE: Director, Contracts

DATE: 4/7/06

COMMONWEALTH OF VIRGINIA

BY:



NAME: PHILIP L. PIPPERT

TITLE: ASSOC. DIRECTOR

DATE: 4/7/06

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT VA - 060407 – CNWL**  
**FOR THE**  
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**

***Product Description and Pricing***

Attachment "A" and its associated Exhibits "A" and "B" are hereby incorporated into and made an integral part of Agreement Number VA - 060407 – CNWL between Cingular and the Commonwealth of Virginia. In the event of any inconsistency between this Attachment "A" and its associated Exhibits "A" and "B" and Agreement VA-060407 - CNWL, the provisions of Agreement VA - 060407 - CNWL shall control.

**PRODUCTS AND PRICING**

Cingular shall provide and maintain a link to Commonwealth of Virginia Pricing Lists for Service, Equipment and Accessories on its Web Site. Cingular shall maintain these Pricing Lists in a current status.

Cingular will provide a website link with contracted pricing and support information within 30 days of the contract signing.

**ORDERS**

Authorized Users will order Services, Equipment, and accessories ordered at the same time as Service and Equipment by submitting a Telecommunications Services Request (TSR) to VITA. VITA will order all Services and/or Equipment and accessories ordered at the same time as Services and Equipment by issuing a TSO to Cingular.

**DELIVERY SCHEDULE**

Cingular shall begin service within twenty-four (24) hours of the receipt of a Telecommunications Services Order (TSO) from VITA, or as otherwise stated in the TSO. Equipment and accessories shall be delivered as required by the TSO.

**SHIP TO BILL TO ADDRESSES**

Ship To and Bill To addresses will be contained in the TSO issued by VITA for the Services and / or Equipment and accessories.

## **AGENCY POINTS OF CONTACT**

### CONTRACT ADMINISTRATION

Carmen Holmes  
Supply Chain Management  
(804) 371-5614  
(804) 371-5969 (Fax)  
[Carmen.holmes@vita.virginia.gov](mailto:Carmen.holmes@vita.virginia.gov)

### ACCOUNTS PAYABLE

Genevieve Nelson  
Financial Management Services  
(804) 371-5666  
(804) 371-5505

### CONTRACT MANAGEMENT

Joe Parr  
Supply Chain Management  
(804) 371-5991  
(804) 371-5969  
[joe.parr@vita.virginia.gov](mailto:joe.parr@vita.virginia.gov)

### TECHNICAL

Paul Hoppes  
Telecomm and Networking Services  
(804) 371-5580  
[paul.hoppes@vita.virginia.gov](mailto:paul.hoppes@vita.virginia.gov)

## **CONTRACTOR POINTS OF CONTACT**

**Contract Administration** – Scott Cannon is the main contact for all issues pertaining to the contract.

Scott Cannon  
Contracting Officer  
Mobile: 602.432.5165  
Email: [scott.s.cannon@cingular.com](mailto:scott.s.cannon@cingular.com)

**Ordering Contacts** – Rich Conklin is the main contact for ordering. Brandon Gallion can be used as a back up point of ordering.

Brandon Gallion  
Account Executive  
Mobile/Office: 301 906 1249  
Fax: 301 313 9154  
Email: [Brandon.Gallion@cingular.com](mailto:Brandon.Gallion@cingular.com)

Rich Conklin  
Global Account Executive  
Mobile/Office: 804 334 5005  
Email: [Richard.Conklin@cingular.com](mailto:Richard.Conklin@cingular.com)

**Support Contacts** – National Business Service is the main support contact for VITA and telecom managers within agencies. Any escalation or large projects should be referred to Sherri Johnson and Brandon Gallion. Business End-User Care is for individual users within each agency.

**Business End-User Care**

7 days a week 24/7

Phone 888 290 1388

Business End-User Care supports with account level changes, billing inquiries, technical support, overall wireless information

**National Business Services**

M-F 8:00 am – 8:30 pm EST

800 999 5445

**Telecom Managers Only**

National Business Services supports rate plan changes, address changes, billing questions, account splits/consolidations, suspend cancels, and problem resolution

### **Back up Customer Service Contacts**

Rich Conklin

Account Executive

[Richard.Conklin@cingular.com](mailto:Richard.Conklin@cingular.com)

804-334-5005 – cell

Sherri Johnson

Business Care Manager

Mobile/Office: 304-541-7381

Fax: 304 757 7381

Email: [Sheri.Johnson@cingular.com](mailto:Sheri.Johnson@cingular.com)

Brandon Gallion

Account Executive

Mobile/Office: 301 906 1249

Fax: 301 313 9154

Email: [Brandon.Gallion@cingular.com](mailto:Brandon.Gallion@cingular.com)

## **Network Escalation Contacts**

In the event of a network event VITA's escalation points of contact are as follows:

Rich Conklin  
Account Executive  
[Richard.Conklin@cingular.com](mailto:Richard.Conklin@cingular.com)  
804-334-5005 – cell  
804-744-5944 - home

Mickey Mahoney  
Network Engineer III  
[Mickey.Mahoney@cingular.com](mailto:Mickey.Mahoney@cingular.com)  
804-248-7725

Brandon Gallion  
Account Executive  
[Brandon.Gallion@cingular.com](mailto:Brandon.Gallion@cingular.com)  
301-906-1249 - cell  
301-313-9156 – Home  
240-432-5162 – personal cell

Tom Whelan  
Sales Manager  
[Tom.whelan@cingular.com](mailto:Tom.whelan@cingular.com)  
301-318-2027 Cell  
301-586-3309 Office  
410- 964-1551 Home

Matthew Stryjewski  
Network Sales Support  
[Matthew.stryjewski@cingular.com](mailto:Matthew.stryjewski@cingular.com)  
Desk: 301-489-3142  
Mobile: 301-642-1547  
Home: 443-655-3655

## Wireless Voice Plans

CSE Nation Solutions						
Anytime Minutes	450	900	1,350	2,000	4,000	6,000
Published Monthly Access	\$39.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99
Rollover <sup>SM</sup> Minutes	Included	Included	Included	Included	Included	Included
Enhanced Mobile-to-Mobile Minutes	5,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Night & Weekend Minutes	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Overage Minutes	45¢	40¢	35¢	25¢	25¢	20¢
Roaming	Included	Included	Included	Included	Included	Included
Long Distance	Included	Included	Included	Included	Included	Included
<p>Included Features: Detailed Billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator, Text Messaging (SMS) at 10¢/message, Multimedia Messaging at 25¢/message and Wireless Internet Express at \$0.01/KB. Some features may not be available in all areas at all times. Rollover<sup>SM</sup> minutes apply to unused package minutes only. Long Distance is included with Roaming (within the 50 United States.) . Standard nights are 9 p.m. to 6 a.m., and standard weekends are 9 p.m. Friday to 7 a.m. Monday. Airtime and other measured usage are billed in full-minute increments.</p> <p>Requires Blackberry, PDA, Pocket PC, or Smartphone device.</p>						

Business National Flat Rate Plans			
Monthly Service Charge	Total Included Minutes	Home Airtime Rate Including Long Distance	Roaming per Minute (Includes Long Distance)
\$11.99	0	11¢/minute	69¢

## Wireless Data Plans

Data Plans for the Commonwealth of Virginia*							
Plan Name	Monthly Service Charge	Included Megabytes	Additional Data per KB	Canada Roaming per KB	Int'l Roaming per KB	Discount for Voice Plan <sup>1</sup>	Wi-Fi Connect <sup>2</sup>
Data Connect	\$19.99	5 MB	\$0.008	\$0.015	\$0.0195	N/A	\$39.99/mo
	\$29.99	10 MB	\$0.006				
	\$39.99	20 MB	\$0.004				
	\$49.99	50 MB	\$0.002				
	\$69.99 <sup>3</sup>	Unlimited	N/A				
Pooled Data Connect	\$22.99	5 MB	\$0.008	\$0.015	\$0.0195	N/A	N/A
	\$32.99	10 MB	\$0.006				
	\$43.99	20 MB	\$0.004				
	\$54.99	50 MB	\$0.002				
PDA Connect <sup>5</sup>	\$44.99	Unlimited	N/A	\$0.015	\$0.0195	\$5	\$5
BlackBerry® Access	\$39.99	4 MB	\$0.005	\$0.015	\$0.0195	\$5	N/A
	\$49.99 <sup>6</sup>	Unlimited	N/A				
BlackBerry® International Roaming Feature	\$69.99 <sup>6,7</sup>					Unlimited	
Telemetry Connect	\$8.99	500 KB	\$0.02	\$0.015	\$0.0195	N/A	N/A
	\$11.99	1 MB	\$0.01				
	\$13.99	2 MB					

1,024 kilobytes (KB) = 1 megabyte (MB)

1. Wi-Fi Connect available 3/2/05 with activation of a Data Connect plan. Compatible Wi-Fi device with installation of Cingular Communication Manager software required to access Wi-Fi service. Certain usage restrictions apply. See Explanation of Rates and Charges for details. 2. Certain usage restrictions apply. See Explanation of Rates and Charges for details. Only Data Connect plan available for UMTS wireless broadband service. UMTS is available in the greater metro areas of Dallas, Detroit, Phoenix, San Diego, the San Francisco Bay area, and Seattle. For more information about UMTS, see [cingular.com/umtsgov](http://cingular.com/umtsgov). 4. May be used with PDAs only. Certain usage restrictions apply. See Explanation of Rates and Charges for details. 5. Unlimited usage applies to BlackBerry email, Internet browsing, and qualified applications that use the BlackBerry Mobile Data Service. Other, non-qualified data usage is charged at \$0.005 per KB. 6. BlackBerry International Roaming Feature requires a valid subscription to a BlackBerry Access \$49.99 plan (monthly or annual). Other, non-qualified usage is charged at \$0.015 per KB outside the U.S. and Canada.

## Wireless Voice and Data Packages

Unlimited Voice and Data Plan (business purposes only)						
Monthly Service Charge	Total Included Minutes	Total Included Data	Night and Weekend	Mobile to Mobile	Overage	Roaming/ Long Distance
\$115.00	Unlimited	Unlimited	Unlimited	Unlimited	N/A	Included
Included Features: Detailed Billing (except Upstate NY), Caller ID, Call Waiting, 3-Way Calling, Call Forwarding, Basic Voice Mail, Message Waiting Indicator, Text Messaging (SMS) at 10¢/message and Multimedia Messaging at 25¢/message. Some features may not be available in all areas at all times. Long Distance is included with Roaming (within the 50 United States.) Requires Blackberry, PDA, Pocket PC, or Smartphone device.						

## Commercial Connectivity Service Charges (one-time account charges)

Description	One-time charge
CCDA: Dedicated APN Setup	\$500
CCFR: Frame Relay Connectivity	\$1995
CCVP: IPSEC/VPN Connectivity	\$1995
CSMP: SMPP Connectivity/GPRS Wakeup	\$1995
CSIP: IP Address Setup	\$500

## Email Applications and Software

### BlackBerry Enterprise Server v.4.0 Software & User Licenses Fees for Domino

Product	Price	Description
BlackBerry Enterprise Server v.4.0	\$4,099	Includes BlackBerry Enterprise Server Software and 20 Client Licenses.
One-Time BES Exchange v.4.0 Upgrade	\$1,099	Users can upgrade to v.4.0 with the purchase of this upgrade. Does not add additional licenses. Designed for customers who are not SUP members.
User License – Single	\$99	Includes one user license.
User License – Pack of 5	\$429	Client Access License (5 pack) is \$429.
User License – Pack of 10	\$699	Client Access License (10 pack) is \$699.
User License – Pack of 100	\$5,999	Client Access License (100 pack) is \$5,999.
BlackBerry BES 4.0 – Single S/MIME	\$199	Single User Client Access License
RIM BlackBerry BES 4.0 – Pack of 10 S/MIME	\$1,399	10 User S/MIME Client Access License
Software Upgrade Program for BES Domino	\$1,099	Provides customers access to new software releases, both minor and major, for one year from the time of purchase. Also includes all upgrades for licenses. The end user is allowed to upgrade one server for every Software Upgrade Program. Does not include access to past software upgrades and releases, only access to new releases during the term of the Software Upgrade Program.

## BlackBerry Enterprise Server v.4.0 Software & User Licenses Fees for Microsoft Exchange

Product	Price	Description
BlackBerry Enterprise Server v.4.0	\$4,099	Includes BlackBerry Enterprise Server Software and 20 Client Licenses.
One-Time BES Exchange v.4.0 Upgrade	\$1,099	Users on v.3.6 can upgrade to v.4.0 with the purchase of this upgrade. Does not add additional licenses.
User License – Single	\$99	Includes one user license.
User License – Pack of 5	\$429	Client Access License (5 pack) is \$429.
User License – Pack of 10	\$699	Client Access License (10 pack) is \$699.
User License – Pack of 100	\$5,999	Client Access License (100 pack) is \$5,999.
BlackBerry BES 4.0 – Single S/MIME	\$199	Single User Client Access License
RIM BlackBerry BES 4.0 – Pack of 10 S/MIME	\$1,399	10 User S/MIME Client Access License
Software Upgrade Program for BES Exchange	\$1,099	Provides customers access to new software releases, both minor and major, for one year from the time of purchase. Also includes all upgrades for licenses. Does not include access to past software upgrades and releases, only access to new releases during the term of the Software Upgrade Program.

## GoodLink Enterprise Server v. 4.5 Software & User Licenses Fees for Microsoft Exchange

Product	Price	Description
GoodLink Enterprise Server v.4.5	\$1,500	Includes GoodLink Enterprise Server Software
One-Time GoodLink Exchange v.4.5 Upgrade	\$1,500	Users can upgrade to v.4.5 with the purchase of this upgrade. Does not add additional licenses. Designed for customers who are not SUP members.
User License – Single	\$99	Includes one user license.

## Equipment

### Pocket PC/Smartphone Devices

Cingular 2125	
	<ul style="list-style-type: none"> <li>* Microsoft® Windows Mobile(TM) 5.0 Smartphone Edition</li> <li>* Windows Media®Player 10 for playing music and video</li> <li>* Bluetooth® connectivity for connecting wireless accessories</li> <li>* 1.3 megapixel camera and video recorder</li> <li>* GPRS/EDGE High-Speed Data Access</li> <li>* 850/900/1800/1900 MHz - Quad-band for international compatibility</li> <li>* Large 2.2" TFT color display</li> <li>* 64 MB SDRAM/64 MB Flash ROM</li> <li>* Mobile versions of Microsoft Office programs</li> <li>* TI OMAP 850 200MHz processor</li> <li>* Pocket MSN® (Hotmail®/MSN Messenger)</li> <li>* Multimedia messaging - send text, pictures and sound</li> <li>* Downloadable polyphonic/full-audio ringtones, graphics and games</li> <li>* Stereo audio jack for listening to music</li> </ul>
<p>\$202.49</p>	
Nokia 9300	
	<ul style="list-style-type: none"> <li>* Full featured PDA with a near laptop experience</li> <li>* Wireless e-mail via Blackberry Connect &amp; Xpress Mail</li> <li>* Extra wide color screen and full QWERTY keyboard</li> <li>* Bluetooth®, USB, and Infrared capability</li> <li>* Create, view, or edit Microsoft® Office® documents</li> <li>* Speakerphone, voice recorder &amp; conference calls</li> <li>* Plays most music and video formats</li> <li>* EDGE High-Speed Data Access</li> <li>* Multimedia Messaging -send, pictures, text &amp; sound</li> <li>* Sync your phone book, calendar &amp; to-do list to your pc</li> <li>* Full HTML internet browser</li> </ul>
<p>\$236.24</p>	
Cingular 8100 (no camera) / 8125 (with camera)	
	<ul style="list-style-type: none"> <li>* 1.3 mega-pixel camera, camcorder and flash (8125 only)</li> <li>* Microsoft® Windows Mobile™ 5.0 Smartphone Edition</li> <li>* Full sliding QWERTY keyboard</li> <li>* High speed EDGE data connectivity</li> <li>* Bluetooth® Wireless synchronization</li> <li>* Mobile e-mail via Xpress Mail™</li> <li>* Hands free speakerphone</li> <li>* Windows Media®Player and MP3 support</li> <li>* View e-mail and Microsoft® Office™ attachments</li> <li>* Large 2.8 " QVGA color touch screen</li> <li>* Internet Explorer Mobile® full-featured browser</li> <li>* Supports WiFi, IrDA, S/MIME, Mini-USB and Mini-SD</li> <li>* Multimedia messaging - send, pictures, text or sound</li> <li>* Instant messaging using AOL®, Yahoo!® and ICQ®</li> </ul>
<p>\$236.24</p>	<ul style="list-style-type: none"> <li>* Quad-band international phone (850/900/1800/1900 MHz)</li> <li>* Built-in 3-D Surround Speakers with external stereo jack</li> <li>* Active Sync™ - Remotely check your inbox, calendar, contacts and tasks</li> </ul>

### Palm Treo 650



\$269.99

- ✗ Microsoft Office compatibility
- ✗ EDGE technology for fast data downloads
- ✗ Bluetooth® connectivity
- ✗ Integrated VGA digital camera (0.3 megapixel) w/2x digital zoom and video record
- ✗ Vibrant 65k color touchscreen with 320 x 320 high resolution pixel display
- ✗ Curved QWERTY keyboard with greater spacing between the keys and distinct Send/End keys
- ✗ Multimedia Messaging Service (MMS) capable
- ✗ MP3 player
- ✗ Downloadable images, ringtones, and Palm OS applications
- ✗ Palm OS applications: date book, calendar, to-do list, contact list, memo pad
- ✗ POP3 e-mail: SBC, BellSouth, and Earthlink
- ✗ Quad-band world phone (GSM/GPRS/EDGE)
- ✗ Microsoft Office compatibility for editing and creating documents
- ✗ SD slot for external memory
- ✗ Removable battery with improved talk times
- ✗ Non-volatile memory keeps data and applications safe while you change the battery

### HP iPAQ 6510 (no camera) / 6515 (with camera)



\$337.49

- ✗ Bluetooth® connectivity for connecting wireless accessories
- ✗ GPRS/EDGE High-Speed Data Access
- ✗ 850/900/1800/1900 MHz - Quad-band for international compatibility
- ✗ 1.3 MP camera with LED flash (6515 only)
- ✗ Integrated Secure Digital (SDIO) slot, integrated Mini-SD slot
- ✗ Integrated GPS receiver (GPS application must be purchased separately)
- ✗ Mobile Instant Messaging using MSN® Instant Messenger
- ✗ 3.0" transfective TFT QVGA; 64K colors
- ✗ Integrated microphone, receiver, speaker, one 2.5 mm stereo headphone jack, MP3 stereo (through headphone jack)
- ✗ Includes Microsoft® Outlook 2002 and Microsoft® ActiveSync® 3.8 (Desktop device synchronization)
- ✗ Full QWERTY keyboard
- ✗ Multimedia messaging - send text, pictures and sound
- ✗ Downloadable ringtones, graphics and games
- ✗ HP Wireless Modem Application (for PC)

## RIM Blackberry Devices

Blackberry 7100g	
	<ul style="list-style-type: none"> <li>✗ Built-in Speakerphone</li> <li>✗ Bluetooth® capable</li> <li>✗ Polyphonic speaker and downloadable ringtones</li> <li>✗ Downloadable games and graphics</li> <li>✗ Blackberry handheld software</li> <li>✗ Quad-band world phone operates on 850/1900 and 900/1800 MHz GSM/GPRS networks</li> </ul>
<p>\$134.99</p>	
Blackberry 7290	
	<ul style="list-style-type: none"> <li>✗ Bluetooth® ready for handsfree talking</li> <li>✗ Adaptive Multi-Rate (AMR) Technology - AMR devices enables Cingular to optimize network frequency and provide customers with quality voice coverage</li> <li>✗ Bright, backlit 240x160 display with over 65,000 colors</li> <li>✗ Enhanced double backlight for keypad and screen</li> <li>✗ Black plastics and modified keypad</li> <li>✗ QuadBand Network allows device to function on all worldwide GSM networks</li> <li>✗ Easy-to-use navigation trackwheel and intuitive menu interface</li> <li>✗ Java(TM) development platform based on open standards</li> <li>✗ Integrated attachment viewing</li> <li>✗ Email, phone, browser, SMS, browser and organizer applications in a single, integrated handheld</li> </ul>
<p>\$112.49</p>	
Blackberry 8700c	
	<ul style="list-style-type: none"> <li>✗ Bluetooth® ready for handsfree talking</li> <li>✗ Adaptive Multi-Rate (AMR) Technology - AMR devices enables Cingular to optimize network frequency and provide customers with quality voice coverage</li> <li>✗ Bright, backlit 320x240 display with over 65,000 colors</li> <li>✗ Enhanced double backlight for keypad and screen</li> <li>✗ QuadBand Network allows device to function on all worldwide GSM networks</li> <li>✗ Easy-to-use navigation trackwheel and intuitive menu interface</li> <li>✗ Java(TM) development platform based on open standards</li> <li>✗ Integrated attachment viewing</li> <li>✗ Email, phone, browser, SMS, browser and organizer applications in a single, integrated handheld</li> </ul>
<p>\$236.24</p>	

## PC Wireless Aircard Modems

Sierra Wireless 860 PC Card Modem	
	<ul style="list-style-type: none"> <li>✘ Dimensions: 3.37 x 2.13 x 0.2 inches (Fits into any Type II laptop slot)</li> <li>✘ Weight: 1.4 ounces</li> <li>✘ Battery: Draws power from the laptop's battery</li> <li>✘ Technology: GSM/GPRS/EDGE/UMTS/HSDPA</li> <li>✘ Frequency: 850/900/1800/1900 MHz (GSM/GPRS/EDGE); 850/1900 MHz (UMTS/HSDPA)</li> <li>✘ Data Transmission: EDGE Class 10</li> <li>✘ External, removable antenna fully hinged and flexible for superior durability</li> </ul>
<p>\$134.99</p>	
Option GT Max PC Card Modem	
	<ul style="list-style-type: none"> <li>✘ Dimensions: 3.7 x 2.13 x 0.2 inches (Fits into any Type II laptop slot)</li> <li>✘ Weight: 1.98 ounces</li> <li>✘ Battery: Draws power from the laptop's battery</li> <li>✘ Technology: GSM/GPRS/EDGE/UMTS/HSDPA</li> <li>✘ Frequency: 850/900/1800/1900 MHz (GSM/GPRS/EDGE); 850/1900 MHz (UMTS/HSDPA)</li> <li>✘ Data Transmission: EDGE Class 10</li> <li>✘ Retractable / Butterfly antenna</li> </ul>
<p>\$134.99</p>	
Novatel U730	
	<ul style="list-style-type: none"> <li>✘ Dimensions: 0.75 x 2.13 x 0.2 inches (Fits into any Type II laptop slot)</li> <li>✘ Weight: 1.59 ounces</li> <li>✘ Battery: Draws power from the laptop's battery</li> <li>✘ Technology: GSM/GPRS/EDGE/UMTS/HSDPA</li> <li>✘ Frequency: 850/900/1800/1900 MHz (GSM/GPRS/EDGE); 850/1900 MHz (UMTS/HSDPA)</li> <li>✘ Data Transmission: EDGE Class 10</li> <li>✘ Extended / Bubble antenna</li> </ul>
<p>\$134.99</p>	

## RATES AND CHARGES

- 1. Regulatory Cost Recovery Fee.** CONTRACTOR also imposes the following charges: a Regulatory Cost Recovery Fee of up to \$1.25 per month per Company Account to help defray its costs in complying with the obligations and charges imposed by State and Federal telecom regulation; a gross receipts surcharge; and State and Federal Universal Service charges. The Regulatory Cost Recovery Fee is not a tax or a government required charge.
- 2. Charges for Services Billed in Kilobytes.** For Services billed in kilobytes, CONTRACTOR will invoice VITA for actual message characters (sent or received) by each Company Account activated hereunder by CONTRACTOR in an amount equal to the charges set forth in the applicable pricing Exhibit.
- 3. Charges for Services Billed in Minute Increments.** VITA shall pay for incoming and outgoing calls or messages to and from wireless Equipment activated under this Agreement. Airtime and other measured usage (chargeable time) is billed in full minute increments and actual airtime and usage is rounded up to the next full minute increment at the end of each call for billing purposes, e.g., CONTRACTOR charges a full minute of airtime usage for every fraction of the last minute of airtime used on each wireless call. Chargeable time begins for outgoing calls when the end user presses SEND (or similar key) and for incoming calls when a signal connection from the caller is established with CONTRACTOR's facilities. Chargeable time ends after the end user presses END (or similar key), but not until the end user's wireless telephone's signal of call disconnect is received by CONTRACTOR's facilities and the call disconnect signal has been confirmed. All outgoing calls for which CONTRACTOR receives answer supervision shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voice mail systems, private branch exchanges, and inter-exchange switching equipment. Chargeable time may include time for CONTRACTOR to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time; however, there will be no charged time for unanswered incoming calls, and no charged time for outgoing calls for which answer supervision is not received if chargeable time, including ring time, is under thirty (30) seconds. Calls using call waiting or three-way calling features will be billed for the duration of each connected call. Chargeable time may also occur from other uses of CONTRACTOR facilities, including by way of example, voice mail deposits and retrievals, and call transfers. Calls that begin in one period and end in another period are billed at the rates for the period in which the call began. Minutes will be depleted according to usage in the following order: mobile to mobile minutes, night and weekend minutes, included minutes, rollover minutes and

additional minutes. International long-distance rates vary. Charges for calls made while outside the applicable home calling area or portions of the applicable home calling area served by other carriers may take longer to be processed, and billing for these calls may be delayed. Those minutes, if part of the applicable home calling area service, will be applied against included monthly minutes in the month in which the calls appear on the bill. Display on the phone will not indicate whether roaming charges will be incurred. Nights are 9:00 p.m. to 7:00 a.m. Weekends are 9:00 p.m. Friday to 7:00 a.m. Monday. Included long distance applies to calls within the 50 United States. Calls originated or received while outside of the applicable home calling area are subject to roaming charges. Rollover minutes roll over for up to 12 months. Night and Weekend Minutes will not roll over. Rollover only applies to the included minutes. Rolled-over minutes are not redeemable for cash or credit and are not transferable. Minutes will not roll over until after the first month's billing. Unused minutes do not roll over to the next billing period and are forfeited on non-qualifying plans. Mobile to Mobile calling applies only to and from other local CONTRACTOR subscribers' phones. Unless specified, Mobile to mobile calling options do not include calls placed outside the CONTRACTOR home mobile to mobile coverage area, directory assistance, or wireless voice mail.

4. **Wireless Internet Services.** Wireless Internet services require digital service and a compatible wireless phone. Services may be subject to certain Equipment and Service limitations, including memory, storage, network, coverage, accessibility or data conversion limitations. Services are only available in select CONTRACTOR service areas. Contact Customer Service or see [www.mywirelesswindow.com](http://www.mywirelesswindow.com) for Service availability. CONTRACTOR is not responsible for loss or disclosure of any sensitive information transmitted. Text Messaging: interactive messages are limited to 160 characters per message. Interactive messaging services do not include Internet access, operator-assisted messaging or ring tones. Attachments will not be delivered. CONTRACTOR charges for both message sending and receiving, whether read or unread. VITA is charged for each part of messages that are delivered in multiple parts. Wireless Internet/Wireless Internet Express: Wireless Internet/Wireless Internet Express is not equivalent to landline Internet. Only select sites accessible through a mobile connection are available. CONTRACTOR does not guarantee access to any site not on the CONTRACTOR provided [www.mywirelesswindow.com](http://www.mywirelesswindow.com) deck. Use of the Wireless Internet while roaming is dependent on coverage and the roaming carrier's support of circuit-switch data (Wireless Internet) or GPRS (Wireless Internet Express) service. Roaming charges, including applicable kilobyte and/or per minute airtime charges and interactive message charges, will be imposed where roaming service is available. VITA will be restricted from using a home page other than CONTRACTOR's own home page. Caller ID blocking is not available when using Wireless Internet or Wireless Internet Express and the wireless number is transmitted to Internet sites visited. Users may receive unsolicited messages from third parties as a result of visiting Internet sites and a per message charge may apply whether the message is read or unread, solicited or unsolicited. CONTRACTOR provides connectivity for access to the wireless Internet. Information is provided by

unaffiliated content providers who are subject to change at any time without notice. CONTRACTOR is not a publisher of third party content, and is not responsible for any opinions, advice, statements, other information, services or goods provided by third parties. Third party content providers may impose additional charges. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, transmission or correct sequencing of any information or downloaded data is not guaranteed by CONTRACTOR. Wireless Internet: Wireless Internet service is billed in one-minute increments from the voice-calling rate plan. Usage includes all time spent connected to the Wireless Internet, as well as time spent on the home page, or while reviewing wireless account information. Wireless Internet Express: Wireless Internet Express service is billed both monthly and for total volume of data sent and received (in kilobytes). Fractions of a kilobyte per Wireless Internet Express session are rounded up to whole kilobytes. Inactivity on Wireless Internet Express in excess of five minutes will result in disconnection from the gateway and require a new session. Airtime, which is billed in one-minute increments, will be charged for voice calls or if user switches the handset connection from GPRS to a circuit switch data connection.

Exhibit "B" to Attachment "A"

**Cingular's One Source E-Billing  
Consolidated Billing Services**

1. The One Source E-Billing consolidated billing services ("One Source") and products set forth in this Exhibit are available only to the extent VITA maintains a minimum commitment of One Hundred (100) voice and/or data Company liable lines and 100% of VITA's Equipment activated under the Agreement resides in CONTRACTOR Market Areas. **One Source is available only for voice and/or data services on Cingular's TDMA, GSM and/or GPRS networks and does not include data on Cingular's Mobitex network.**
2. CONTRACTOR shall provide VITA with consolidated billing services and products ("One Source Package") at no charge except where additional requests are made outside of the One Source Package.
3. Please select the billing option below that will be utilized for all designated Company Accounts:

Consolidated Reporting

- All Company Accounts continue to receive the current paper bill.
- While VITA remains liable for balance, all individual recipients of the paper bill are responsible for the remittance of payments.
- All data is compiled and delivered to VITA to utilize for reporting purposes.

Consolidated Invoicing

- All data is compiled and delivered to VITA as one invoice.
- All paper bills are suppressed.
- The VITA is responsible for one payment of the total balance. Payment of consolidated invoice shall be in the form of one check. Payment of consolidated invoice in any other form such as credit card or ACH may be subject to a fee and will require prior approval.

Consolidated Invoicing with a Re-rate Model

- All data is compiled and delivered to VITA as one invoice.
- All paper bills are suppressed.
- VITA is responsible for one payment of the total balance. Payment of consolidated invoice shall be in the form of one check. Payment of consolidated invoice in any other form such as credit card or ACH may be subject to a fee and will

require prior approval.

- Consolidated Invoicing with a rerate model is used when special pricing solutions are created via One Source as seen in Exhibit B.

NOTE: Both options provide the same billing data, reports, query tool and export functionality. The main difference is in how VITA chooses to have payments remitted.

4. One Source provides two options for data delivery. Please select the data delivery option below:

CD-ROM

- All data delivered via CD ROM. One Source provides up to two (2) CDs at no cost. CDs shall be shipped at no cost to VITA.
- CDs can house the current month data and an additional 2 months of summary data for historical trend reports.
- Additional CDs can be purchased for \$25 monthly plus additional shipping charges.

On Line

- All data delivered via a secure website.
- Email notification sent each month that the VITA's billing information is online to be viewed and a paper remittance slip sent to Accounts Payable.
- On Line provides access to primary authorized "Super Users" who can enroll additional "Super Users", "Hierarchy Managers" and "End Users" to access different levels of billing data.
- On Line can house the current month data and an additional 12 months of complete billing data for historical trend reports.

*Remedy  
Check*  FTP

- Data delivered via secure FTP site.
- Data delivered in a format determined by Cingular.
- Periodic updates/enhancements to this format may occur. Cingular will provide no less than 30 days notice of such enhancements.

NOTE: All Options provide the same billing data, reports and query tool.

5. The One Source Package for both One Source Online and CD contain the following options:
- A. Corporate hierarchy information which may include the following levels:
    - Level 1 (VITA defined. Example: Region)
    - Level 2 (VITA defined. Example: State)
    - Level 3 (VITA defined. Example: City)
    - Level 4 (VITA defined. Example: Department)
    - Mobile Number (user name, employee ID)\
  
  - B. In the event that a mobile number appears on VITA's One Source application that was previously unidentified as a valid new mobile number and which cannot be confirmed as a valid new mobile number after initial research, CONTRACTOR will implement the following procedure to resolve:
    - Contact VITA for authorization of mobile number. If VITA does not authorize the mobile number, it will be "hotlined" (no incoming or outbound calls – user automatically routed to Customer Care for resolution of problem) and any charges associated with that device will be transferred to the individual's liability.
    - If VITA does not respond to request for authorization within five (5) business days, the device will be "hotlined" pending resolution.
    - If mobile number is hotlined and there is no resolution within thirty (30) business days after such hotline, the mobile number will be deactivated and VITA will be responsible for all charges associated with the mobile number.
  
  - C. The following sample of standard reports can be produced from the CD or the On Line tool. Printed reports can be provided at \$.25 per printed page, plus application shipping charges.
    - Invoice by mobile number
    - Memo bill by mobile number
    - Memo bill by division
    - Call detail
    - Trended Average Usage
    - Invoice summary
    - Remittance
  
  - D. Query wizard allows VITA to customize reports.
  
  - E. Export utility allows VITA to export tables/queries into other applications such as Excel and Access.

6. **Implementation of One Source E Billing - CONTRACTOR will be responsible only for providing data on numbers that have been submitted by VITA prior to or during the implementation period. Unreported numbers will be excluded from the Agreement unless written notification is given to CONTRACTOR after above-mentioned date. If a hierarchy is required by VITA, all information must be provided by VITA on the overall structure of the hierarchy and hierarchy assignments for each number prior to or during the implementation period. Cingular is not responsible for providing the monthly One Source E-Billing package/invoice until the full implementation process has been completed.**