Commonwealth of Virginia
Virginia Information Technologies Agency

WIRELESS TELECOMMUNICATIONS PRODUCTS & SERVICES

Date:	March 18, 2011
Contract #:	VA-090320-ALTL
Authorized User:	All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	Verizon Wireless 4101 Cox Road Suite 200 Glen Allen, VA 23060
FIN:	34-0868285
Contact Person:	Elizabeth Lunato Voice: 804-314-0308 Email: Elizabeth.Lunato2@verizonwireless.com
Term:	March 31, 2009 – June 30, 2012
Payment:	Net 30 days
Pricing:	Exhibit A
TSO Template	Exhibit C

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

J. B. Edmonds
Phone: 804-416-6162
E-Mail: joseph.edmonds@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

VA-090320-ALTL

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

January 11, 2011

Elizabeth Lunato
7475 Whitepine Road
Richmond, VA 23237

Dear Ms Lunato:

This letter is to inform you of the Commonwealth's intention to extend contract VA-090320-ALTL thru June 30, 2012. The purpose of this letter is to satisfy requirements of those users who may utilize this contract for eRate purposes in the upcoming fiscal year.

The exact terms of this contact extension will be agreed to in writing prior to the expiration of the current term.

Sincerely,

J.B. Edmonds
Telecommunications Manager

MODIFICATION # 3
TO
CONTRACT NUMBER VA-090320-ALTL
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This MODIFICATION is an agreement between the Commonwealth of Virginia, Virginia Information Technologies Agency (hereinafter referred to as "VITA"), and Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless (hereinafter referred to as "Verizon Wireless"). This Modification # 4 is hereby incorporated into and made an integral part of Contract VA-090320-ALTL, as amended.

1. **Reference: Contract Exhibit A, Pricing**

The parties agree to the following additions/change to Exhibit A:

i. **Unlimited Domestic Text Messaging, as shown below:**

Verizon Wireless Unlimited Domestic Text Messaging for Government Subscribers	
The optional Unlimited Domestic Text Messaging for Government feature may be added onto an eligible calling plan.	
Unlimited Domestic Text Messaging	$12.00

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.
Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.
Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-ALTL and cannot be modified, except by 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.

CELLCO PARTNERSHIP D/B/A
VERIZON WIRELESS

BY: _____

NAME: Todd Loccisano

TITLE: Executive Director – Enterprise and Government Contracts

DATE: January 18, 2011

COMMONWEALTH OF VIRGINIA,
VIRGINIA INFORMATION TECHNOLOGIES AGENCY

BY: _____

NAME: Susan S Woolley

TITLE: Director, SCM

DATE: January 19, 2011

MODIFICATION # 2
TO
CONTRACT NUMBER VA-090320-ALTL
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
VERIZON WIRELESS

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Verizon Wireless, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-090320-ALTL, as amended. This Modification #2 is hereby incorporated into and made as integral part of Contract VA-090320-ALTL.

1. **Reference: Exhibit A - Pricing**

Both parties agree to the following:

a. **Touch-2-Talk**

i. Change the name of the "Touch2Talk" feature to "Push To Talk".
ii. Reduce the monthly recurring cost for "Push To Talk" to $5.00 per month.

b. **VZ Navigator**

i. Add "VZ Navigator" as a feature at a monthly recurring cost of $9.99 per month. Associated usage charges will be based on the current customer rate plan. Charges for using VZ Navigator are rate plan dependent and rate plans such as "Nationwide" plans may bill usage in megabytes and not in minutes of use.

Rate plans currently available on contract VA-090320-ALTL as of 12/30/09:

- Commonwealth of Virginia Custom Rate Plans
- Smart Choice Packs – Voice/Data Bundle – Pooling Plans
- Total Freedom Pooling Plans
- Total Freedom and Stand-Alone Plans

In addition to the monthly service fee, customers on the above current plans are charged airtime only when downloading the application or when upgrading the application to a newer version. Airtime charges are not incurred for daily use of the application.

The above features can be utilized with the voice plans identified in contract VA-090320-ALTL. "Push To Talk" and "VZ Navigator" service requires the use of compatible equipment.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090320-ALTL and cannot be modified, except by 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.

VERIZON WIRELESS

BY: _____

NAME: Todd Lochisano

TITLE: Exec. Dir., Govt. Sales Ops.

DATE: 1/15/2010

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: J.B. Edmonds

TITLE: Partnership Manage, SCM

DATE: 1/19/2010

ASSIGNMENT OF CONTRACT

An Agreement (#VA-090320-ALTA) having been made by and between the Virginia Information Technology Agency (hereinafter referred to as "VITA"), and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and Alltel Communications, LLC, dated March 31, 2009 and

WHEREAS, Alltel Communications, LLC, intends to assign this Agreement from Alltel Communications, LLC, to Cellco Partnership, d/b/a Verizon Wireless (hereinafter referred to as "Verizon Wireless"); and

NOW, THEREFORE, the VITA and Alltel Communications, LLC, agree that said Agreement is hereby further amended as follows:

1. Alltel Communications, LLC, hereby irrevocably assigns the above Agreement in all respects to Verizon Wireless, and Verizon Wireless hereby accepts the assignment, including all duties and obligations thereunder, and, as assigned, said Agreement is hereby amended so that wherever the name Alltel Communications, LLC, is used herein it shall mean Verizon Wireless.
2. Any and all payment made by the VITA to either Alltel Communications, LLC, or Verizon Wireless shall be deemed to have been made to both and shall discharge the VITA from any further liability with regard to said payment. Any liability of Alltel Communications, LLC, or Verizon Wireless to the VITA shall be deemed to be the liability of either or both.

Verizon Wireless further requires the VITA's acknowledgement of the following changes to performance of the Agreement that began May 31, 2009:

1. Verizon Wireless will continue to provide Mabel Tape billing (version 2.0) until the VITA upgrades its system to Mabel Tape billing (version 3.0);
2. Three (3) existing VITA billing accounts as itemized below did not convert to the Verizon Wireless billing on May 30, 2009. The three (3) accounts will convert to the Verizon Wireless billing system tentatively on July 11, 2009. Until that time, the VITA will continue to receive Mabel billing tapes as normal.
    a. Account # 1902744513
    b. Account # 4260603560
    c. Account # 6470411015

It is further agreed that all terms and conditions of this Agreement, as amended, shall remain in full force and effect.

ALLTEL COMMUNICATIONS, LLC: (Assignor)

By: _____
Name & Title: Todd Loccisano, Director Government Contracts

Date: 6/18/2009

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS: (Assignee)

By: _____
Name & Title: Todd Loccisano, Director – Government Contracts

Date: 6/18/2009

VIRGINIA INFORMATION TECHNOLOGY AGENCY:

By: _____
Name & Title: J.B. Edmonds, Manager - Partnership Contracts

Date: 6/18/09

Wireless Services and Equipment Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Verizon Wireless/Alltel

ASSIGNMENT OF CONTRACT

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    a. Account # 1902744513
    b. Account # 4260603560
    c. Account # 6470411015

It is further agreed that all terms and conditions of this Agreement, as amended, shall remain in full force and effect.

ALLTEL COMMUNICATIONS, LLC: (Assignor)

By: _____
Name & Title: Todd Loccisano, Director – Government Contracts

Date: 6/18/2009

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS: (Assignee)

By: _____
Name & Title: Todd Loccisano, Director – Government Contracts

Date: 6/18/2009

VIRGINIA INFORMATION TECHNOLOGY AGENCY:

By: _____
Name & Title: J.B. Edmonds, Manager - Partnership Contracts

Date: 6/18/09

VITA CONTRACT #VA-090320-ALTL
STATEWIDE WIRELESS EQUIPMENT AND SERVICES - ALLTEL

1. PURPOSE AND SCOPE 3
2. DEFINITIONS 3
   A. Confidential Information 3
   B. Electronic Data 3
   C. Party 3
   D. Product 3
   E. Service 3
   F. Subscriber 3
   G. Telecommunications Service Order (TSO) 3
   H. USF Subscriber 3
   I. VITA 3
3. TERM AND TERMINATION 4
   A. Contract Term 4
   B. Termination for Convenience 4
   C. Termination for Breach or Default 4
   D. Non Appropriation of Funds 5
   E. Transition of Services 5
4. SERVICES AND PRODUCTS 5
   A. Nature of Services and Engagement 5
   B. Subcontractors 5
   C. Shipping costs 5
   D. Risk of Loss 5
   E. Title to Products 6
   F. Engineering Changes 6
   G. Product Refresh 6
   H. Disposal of Products 6
   I. Unlocking Products 6
   J. Activating Third Party Devices 6
   K. Licenses 6
   L. Technology Improvements 6
   M. Substitution of Services 6
5. SUPPLIER PERSONNEL 6
   A. Selection and Management of Supplier Personnel 6
   B. Supplier Personnel Supervision 7
6. GENERAL WARRANTY 7
   A. Ownership 7
   B. Performance 7
   C. Availability of Equipment 7
   D. Supplier's Viability 7
   E. Product Warranty 7
   F. Supplier's Past Experience 8
7. ORDERS AND COMPENSATION 8
   A. Telecommunications Service Orders 8
   B. Ordering Officer(s) 8
   C. Purchase Price and Price Protection 8
   D. Invoice and Payment Terms 9
   E. Invoice Procedures 9
   F. Small Business Participation 10
   G. Universal Service Fund 10
8. CONFIDENTIALITY 10
   A. Treatment and Protection 10

B. Exclusions 10
C. Return or Destruction 10
D. Customer Proprietary Network Information (CPNI) 11
9. LIABILITY AND INDEMNIFICATION 11
10. SECURITY COMPLIANCE 12
11. SECURITY COMPLIANCE 12
12. BANKRUPTCY 12
13. GENERAL PROVISIONS 13
A. Relationship Between VITA, Public Bodies, and Supplier 13
B. Licenses and Permits 13
C. Incorporated Contractual Provisions 13
D. Compliance with the Federal Lobbying Act 13
E. Governing Law 14
F. Dispute Resolution 14
G. Advertising and Use of Proprietary Marks 14
H. Notices 14
I. No Waiver 14
J. Cooperation 14
K. Assignment 15
L. Captions 15
M. Severability 15
N. Survival 15
O. Force Majeure 15
P. Remedies 15
Q. Right to Audit 15
R. Taxes—Federal, State, and Local 15
S. Contract Administration and Account Management 16
T. Entire Contract 16

Exhibit A - Pricing 18

Exhibit B - Service Requirements 19

A. Service Commencement Date 19
B. Acceptance 19
C. Cure Period 19
D. Response 19
E. Product Replacement 20
F. Service Levels and Remedies 20

Exhibit C – Telecommunications Service Order (TSO) Example 21

Exhibit D – Certification Regarding Lobbying 22

Exhibit E – Individuals Authorized to Order Services 23

CONTRACTUAL TERMS AND CONDITIONS
TELECOMMUNICATIONS SERVICES CONTRACT

THIS WIRELESS TELECOMMUNICATIONS SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia ("the Commonwealth"), and Alltel Communications, LLC ("Supplier") to be effective as of the date set forth on the signature page of this Contract ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide wireless telecommunication Services and Products to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia..

2. DEFINITIONS

A. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

B. Electronic Data

Data provided that can be read and used for computation and other operations by a computer system. For example, a billing file in a locked Adobe PDF format would *not* be considered Electronic Data.

C. Party

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia), including a Subscriber, which is a recipient of Supplier's Services.

D. Product

A wireless handset, data card or other device provided by Supplier under this Contract.

E. Service

Any work performed or service provided by Supplier under this Contract for the benefit of VITA, a Subscriber, or any other public body on whose behalf VITA has placed an order with Supplier.

F. Subscriber

An individual or public body receiving Service or Product pursuant to an Order under this Contract.

G. Telecommunications Service Order (TSO)

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

H. USF Subscriber

Subscriber which is receiving funding from the federal Universal Service Fund (USF) for Services or Products.

I. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia or successor agency.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2011. VITA, at its sole option, may extend the term of this Contract for up to six (6) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or a USF Subscriber may terminate an Order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). VITA may also immediately terminate this Contract, in whole or in part, or any order issued hereunder, if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if federal debarment proceedings are instituted against Supplier. Supplier shall submit any contractual or order dispute to VITA or the terminating Subscriber for resolution according to the terms of the Dispute Resolution Section of this Contract.

Upon termination for convenience, neither the Commonwealth nor VITA nor any public body, to include any USF Subscriber, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order. The Commonwealth makes no assurances that any Service purchased under this Contract will remain in service for any minimum amount of time.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier ("Termination for Breach" or "Termination for Default"). Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier fifteen (15) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part,. Such termination shall be deemed a Termination for Breach or Termination for Default.

VITA may immediately terminate this Contract, in whole or in part, for breach and/or default if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352.

Upon Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, to include any Subscriber, shall have any future liability except for Products or Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA or any USF Subscriber for Services that were not accepted by VITA or the Subscriber.

The failure of VITA or a USF Subscriber to exercise its right to terminate for breach and/or default under this provision shall not be construed as a waiver of its right to terminate for breach and/or default, rescind or revoke this Contract or any order issued hereunder in the event of any subsequent breach and/or default on any provisions of such agreements.

Supplier shall submit any contractual or order dispute to VITA for resolution according to the terms of the Dispute Resolution Section.

The terms of the Termination for Convenience and Termination for Breach or Default Sections shall not apply to termination for non-appropriation of funds.

D. Non Appropriation of Funds

All funds for payment for Services or Products 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, in whole or in part, for those Services or Products for which funds have not been appropriated. Written notice will be provided to the Supplier 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 Products or Services dependent on such federal funds without further obligation.

E. Transition of Services

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Non-procurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Subscriber; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or the Subscriber.

4. SERVICES AND PRODUCTS

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's or Subscriber's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier. For purposes of this Contract, Supplier includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services or provide Products under this Contract.

B. Subcontractors

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Non-procurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

C. Shipping costs

Supplier's price for Products shall include all shipping costs, fees and expenses necessary to ensure timely delivery to the Subscriber or VITA

D. Risk of Loss

Supplier shall have the risk of loss or damage for any Product(s) until such Product(s) are received and accepted by VITA or the Subscriber.

E. Title to Products
Clear and unrestricted title to all Product(s) purchased under this Contract shall pass to the Commonwealth upon delivery.

F. Engineering Changes
Supplier sponsored network modifications or engineering changes shall be made with thirty (30) days notice and the consent of the Commonwealth at no additional charge during the term of the Contract. The Commonwealth reserves the right at all times to schedule these modifications or changes to minimize the impact on the daily operations of the Commonwealth.

G. Product Refresh
Supplier shall provide a credit, as specified in Exhibit A, for the replacement or upgrade of a Product when the Product has been in service for two years.

H. Disposal of Products
Supplier shall accept and adequately dispose of wireless Products from VITA or Subscriber either purchased under this Contract or when being replaced by Products purchased under this Contract. Such disposal shall comply with VITA security standards for data destruction and with all applicable local, state or federal laws or regulations regarding the proper disposal of such electronic equipment.

I. Unlocking Products
Upon Subscriber or VITA request at the expiration of the Contract or termination of a specific Order, Supplier shall “unlock” Products by removing or deactivating Supplier-specific access or identification codes that would prevent the use of the Product on other wireless networks to the extent possible by Supplier.

J. Activating Third Party Devices
Supplier will activate handsets, wireless data cards and other wireless communication devices that are technically compatible with and operable on its network, regardless of whether the devices were purchased from Supplier.

K. Licenses
By providing Services and Products under this Contract, Supplier grants VITA and Subscriber a non-exclusive, worldwide, paid-up, perpetual license to all software, firmware and microcode provided with or imbedded in a Product or provided for use with Services by Supplier.

L. Technology Improvements
Supplier from time to time will propose modifications to the Products and Services offered under this Contract to provide the Commonwealth with current, innovative and proven technologies consistent with those offered by the Supplier generally.

M. Substitution of Services
During the term of this Contract, the Supplier is not authorized to substitute for any Service or Product identified in Exhibit A, Pricing, a service or Product not identified in Exhibit A, Pricing. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA or the Subscriber. Violation of this condition may be considered grounds for termination of the Contract.

5. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel
Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body’s site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body

believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision
Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

6. GENERAL WARRANTY

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership
Supplier has the right to provide the Services and Products and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;

ii). The Services and Products shall meet or exceed the stated requirements;

iii). The Product(s) shall meet or exceed the manufacturer's specifications, including physical and operating characteristics.

iv). Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

C. Availability of Equipment
Supplier represents that all Products were formally announced for marketing purposes before execution of this Contract or, in the case of subsequent orders, before the execution of such orders.

D. Supplier's Viability
Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

E. Product Warranty
Customer will receive manufacturer's consumer warranty with delivery of the product. Additionally, Supplier will provide 12 months of Depot (return to vendor) warranty services for Products purchased under this Contract at no cost to the Commonwealth. Such warranty support shall include all labor and materials necessary to keep the Product in operational condition, in accordance with the manufacturer's then-current published specifications. Upon delivery of a malfunctioning unit, Supplier shall provide a temporary replacement Product within one hour, pre-programmed for the Subscriber at no cost. If the damaged phone is found to be inoperable, a new phone will be issued at no cost to the Commonwealth. The replacement Product will be programmed for the Subscriber's use at no cost. This warranty does not apply to Product malfunctions attributable to user misuse or neglect. All warranties shall include support for all software, firmware and microcode.

F. Supplier's Past Experience

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. ORDERS AND COMPENSATION

A. Telecommunications Service Orders

VITA shall have the exclusive authority to order all Services and Products, except those ordered directly by USF Subscribers. To order Services, VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) or Product(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) or Product(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

i). Verification that the TSO is technically correct;

ii). Date Services will commence;

iii). Verification of the charge for each item (Service) to be provided, and;

iv). Other applicable administrative information necessary to deliver the Services requested on the TSO.

VITA's standard TSO template is provided as Exhibit C.

B. Ordering Officer(s)

VITA will designate in writing any individual authorized (Ordering Officer) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth or the USF Subscriber will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change form time to time.

Notwithstanding the foregoing, Supplier shall not accept any order from a Subscriber if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY USF SUBSCRIBER ARE THE SOLE OBLIGATION OF SUCH USF SUBSCRIBER AND NOT THE RESPONSIBILITY OF VITA.

C. Purchase Price and Price Protection

Exhibit A, Pricing, sets forth the fees and the applicable discounts. No public body will be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Subscribers. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforereferenced statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA and any Subscriber may pursue any remedies available at law or in equity with regard to such failure to comply.

D. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all Products and Services ordered by and billable to VITA pursuant to this Contract, including call detail. Supplier shall also deliver to each USF Subscriber one consolidated monthly invoice for all Products and Services, including call detail, ordered by and billable to such USF Subscriber pursuant to this Contract. Neither VITA nor any USF Subscriber is obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA or the appropriate USF Subscriber shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA or such USF Subscriber, shall provide VITA or such USF Subscriber with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA or such USF Subscriber may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

E. Invoice Procedures

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

i). Service type and description, with charges identified at the lowest level of detail (i.e., phone level)

ii). Applicable order date

iii). This Contract number and the applicable order number

iv). Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA or any USF Subscriber under the terms of this Contract may be applied against Supplier's invoices to VITA or such USF Subscriber on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other public body.

F. Small Business Participation

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

G. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein directly to the USF Subscriber, and to bill each USF Subscriber directly. Supplier 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 this Contract for USF participation shall be the sole responsibility of Supplier.

8. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services, including Subscribers, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention

policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

D. Customer Proprietary Network Information (CPNI)
By placing an order under the Contract, Subscriber provides its consent to the disclosure of its Customer Proprietary Network Information, as defined by the Federal Communications Commission, by Supplier to VITA or its designee, upon VITA's request, for purposes of managing the Services and Products provided under this Contract. VITA will protect the confidentiality of such information as provided under this Contract.

9. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless VITA, the Commonwealth, Subscribers, or any other public body recipient of Services, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the public body against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected public body(ies) in writing, via certified mail and via email, if available, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected public body(ies) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected public body(ies) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services,, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all public bodies the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall reimburse VITA or any affected public body for the reasonable costs incurred by VITA or such public body in obtaining an alternative service in the event such public body cannot use the affected Services

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES

ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

10. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/docs/psg.cfm) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

11. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then current security procedures of VITA and/or the relevant public body recipient of Supplier's Services as are pertinent to Supplier's operation and have been supplied to Supplier by VITA or such public body and further agrees to comply with all applicable federal, state and local laws and regulations. For any individual Commonwealth location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Commonwealth information with which such employees and agents come into contact while at the end user public body site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold VITA, the Commonwealth, any Subscriber, and any other public body recipient of Supplier's Services, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, the Commonwealth, any Subscriber, and any other public body recipient of Supplier's Services, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

12. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder, or a USF Subscriber may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such USF Subscriber adequate assurance of the future performance of this Contract or the

applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

13. GENERAL PROVISIONS

A. Relationship Between VITA, Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any public body or in any way to bind, to commit VITA or any public body to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any public body. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any public body, and neither VITA nor any public body shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

C. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The terms and conditions in the document posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URL periodically.

D. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

Supplier is hereby advised that a significant percentage of the funds used to pay Supplier's invoices under this Contract may be federal funds. Under no circumstances shall any provision of this Contract be construed as requiring or requesting the Supplier to influence or attempt to influence any person identified in 31 USC 1352(a)(1) in any matter.

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit D hereto.

E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

F. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body 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. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

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

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier'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 Supplier's remedies include the right to terminate any license or support services hereunder.

G. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any public body or refer to VITA or any public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any public body without receiving the prior written consent of VITA or such public body.

H. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

I. No Waiver

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

J. Cooperation

Supplier shall cooperate with agents, consultants or contractors ("designees") authorized by VITA to act on its behalf. VITA shall define the scope of such authority for the designee and Supplier shall provide cooperation to the designee to the same extent that it would to VITA under this Contract within the scope of the authorization by VITA. Such designees will be subject to the Confidentiality provisions of this Contract.

K. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

L. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

M. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

N. Survival

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

O. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition a Subscriber may terminate any order affected by such postponement or delay.

P. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth public bodies reserve any and all other remedies that may be available at law or in equity.

Q. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Commonwealth public body.

R. Taxes—Federal, State, and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption

registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

Any taxes, fees and surcharges that Supplier is required by law or regulation to collect (including, but not limited to the fees for the Federal Universal Service Fund and local number portability) shall be billed to the Commonwealth without additional charge or other markup by the Supplier. Supplier shall provide fifteen (15) days notice of changes in the applicable rate of such taxes, fees or surcharges and identify them as separate charges on the invoice.

S. Contract Administration and Account Management

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA and all Subscribers. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

T. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

i). Exhibit A Pricing

ii). Exhibit B Service Requirements

iii). Exhibit C Telecommunications Service Order (TSO) Example

iv). Exhibit D Certification Regarding Lobbying

v). Exhibit E Individuals Authorized to Order Services

This Contract, all its Exhibits, Supplier's response to RFP #2009-05 and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit B, Exhibit A, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the last date set forth below.

Alltel Communications, LLC f/k/a

Alltel Communications, Inc.

By: Signatures On File
(Signature)

VITA

By: Signatures On File
(Signature)

Name: David Small
(Print)

Title: Area President

Date: March 30, 2009

Address for Notice:

1 Allied Dr Mail Drop: B4F03Ne

Little Rock, AR 72202

Attention: Suszko-Rector, Grazyna I

Name: James T. Roberts
(Print)

Title: Director Finance & Administration

Date: 3/31/09

Address for Notice:

VITA – Supply Chain Management

11751 Meadowville Ln.

Chester, VA 23836

Attention: Contract Administrator

EXHIBIT A – PRICING

Insert Pricing

RFP 2009-05 Pricing Submittal - Basic Voice Plan

The Commonwealth seeks pricing for a "pay-as-you-go" rate plan consisting of a low monthly access fee per phone and a low per-minute usage rate, with no one-time initiation or termination fees.

The per-minute rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee (such as caller ID, voice mail, call forwarding, three-way calling, etc.).

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the phone for the additional fee indicated.

Provide pricing for any additional optional features that may be available on a per-call basis.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Pricing/Discounts reflect Alltel no longer offering Cross-Carrier Consolidation.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
COV Flat Rate	Monthly Access Fee	Per Month, Per Phone	$9.95	None.	Caller ID Basic Voice Mail Call Forwarding Three-way Calling Call Waiting	Coverage area is the Local VA calling area.
COV Flat Rate	Voice call minute	Per Minute	$0.17	None.	None.	
COV Flat Rate	Universal Service Fund (USF) Fee	Per Month, Per Phone	will vary see assumptions	None.	None.	USF fee calculation: All retail communications revenues (features, monthly access charge, airtime) totaled multiplied by the safe harbor %, which varies by quarter) and then multiplied again by 9.0044% USF contribution factor
COV Flat Rate	SMS Text Messaging	Per SMS text message	$0.15	None.	None.	
COV Flat Rate	MMS Text Messaging	Per MMS text message	$0.25	None.	None.	
COV Flat Rate	Unlimited Text and Picture Messaging, mobile web, and Alltel Data minutes	Per Month, Per Phone	$19.99	None.	None.	
COV Flat Rate	Alltel's Touch to Talk (only available on T2T capable devices)	Per Month, Per Phone	$10.00	None.	Push-to-talk functionality, with all minutes billed at "Voice call minute" rates above.	Coverage area is the Local VA calling area.
COV Flat Rate	Enhanced Voice Mail Add-on	Per Month, Per Phone	$2.00	None.	Additional Voicemail feature…offers message capacity of 30, greeting capacity of 5, greeting length of 1 min, message length of 2 min, and a retention period of 21 days.	None.

Other features and add-ons for this plan available on the "Value Adds" tab.

RFP 2009-05 Pricing Submittal - Data Only Plan

The Commonwealth seeks pricing for wireless data-only access.

The rate should be the same regardless of where in the 48 contiguous United States the call originates and terminates (i.e., no separate long distance, roaming or connection charges).

Indicate any feature(s) included for the basic monthly access fee.

List any and all additional fees that will apply to every unit (e.g., USF charges, etc.).

Provide monthly pricing for any additional optional "add-on" features that may be added to the unit for the additional fee indicated.

Provide pricing for any additional optional features that may be available.

Supplier may expand the table to accommodate the full list of features proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Pricing/Discounts reflect Alltel no longer offering Cross-Carrier Consolidation.

Plan Name	Service Description	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
Data Only option -Blackberry add-on	Monthly Access Fee	Per Month, Per Smartphone	$39.99	None.	Unlimited Nationwide data usage for email and web browsing	All BlackBerry Handsets must have a data feature code. Does not include text/picture messaging.
Data Only option - Alltel Email add-on	Monthly Access Fee	Per Month, Per Smartphone	$39.99	None.	Unlimited Nationwide data usage for Alltel Email feature and web browsing.	Does not include text/picture messaging.
Data Only option	Universal Service Fund (USF) Fee	Per Month, Per Phone	will vary see assumptions	None.	None.	USF fee calculation: All retail communications revenues (features, monthly access charge, airtime) totaled multiplied by the safe harbor %, which varies by quarter) and then multiplied again by 9.0044% USF contribution factor
Smartphone Tethering	Monthly Access Fee	Per Month, Per Phone	$10.00	None.	Unlimited Nationwide Wireless Internet	Connect your laptop or PC to Alltel's Nationwide Wireless Internet network at speeds similar to DSL using your smartphone as a modem. All Smartphone Handsets must have a data feature code.
Non-Smartphone Tethering	Monthly Access Fee	Per Month, Per Phone	$30.00	None.	Unlimited Nationwide Wireless Internet	Connect your laptop or PC to Alltel's Nationwide Wireless Internet network at speeds similar to DSL using your phone as a modem.
Unlimited Data for Wireless Data Cards	Unlimited Wireless Internet	Per Month, per wireless data card	$37.99	None	Unlimited usage	Must be used in conjuntion with approved Alltel wireless data device.
Unlimited Data for Wireless Data Cards	Universal Service Fund (USF) Fee	Per Month, Per Device	will vary see assumptions	None.	None.	USF fee calculation: All retail communications revenues (features, monthly access charge, airtime) totaled multiplied by the safe harbor %, which varies by quarter) and then multiplied again by 9.0044% USF contribution factor

RFP 2009-05 Pricing Submittal - International Roaming

The Commonwealth seeks pricing for international coverage that will allow its wireless users to make calls from anywhere in the world.

List any and all fees associated with international coverage, indicating for each whether it is required or optional and any feature(s) included.

Where rates are country-specific, indicate the appropriate country in the Country column.

Supplier may expand the table to accommodate the full list of features and rates proposed.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

The first few rows of the table are populated with sample data.

Plan Name	Service Description	Country	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
International Inter-Standard Roaming	Provides the ability to use a Blackberry 8830IR for voice and data on GSM networks	See "IISR" tab	Per Month, Per Handset	$2.00	None	Roaming on GSM networks.	Lines wishing to roam on GSM networks must have a Blackberry 8830IR, must be on a Smart Choice Plan, and must have this $2.00 monthly feature.
International Inter-Standard Roaming	Provides the ability to use a Blackberry 8830IR for voice and data on GSM networks	See "IISR" tab	One-time charge	$14.99		Alltel SIM card needed for International Roaming, works in conjuntion with the BB8830IR.	
International GSM Roaming Data	Email and internet browsing on GSM networks around the world	See "IISR" tab	Per Kilobyte	$0.02	Data is billed in blocks of 10-kilobytes		Must also be on a Smart Choice Pack and have the $2.00 roaming feature in order to access GSM data networks.
Incoming Text Messages - GSM	Ability to receive text messages while roaming on GSM networks	See "IISR" tab	Per Text Message	N/A			There is no premium for these messages. They are treated like normal domestic messages (either incl in package or rated at the overage rate)
Outgoing Text Message Restriction - GSM	Not able to originate text messages on GSM networks	See "IISR" tab	Per Text Message	N/A			This functionality is not allowed
International GSM Roaming Zone 1	GSM International Roaming on Select List of countries	See "IISR" tab	Per Minute	$1.49			No free minutes while roaming internationally.
International GSM Roaming Zone 2	GSM International Roaming on Select List of countries	See "IISR" tab	Per Minute	$2.29			No free minutes while roaming internationally.
International GSM Roaming Zone 3	GSM International Roaming on Select List of countries	See "IISR" tab	Per Minute	$2.79			No free minutes while roaming internationally.
International GSM Roaming Zone 4	GSM International Roaming on Select List of countries	See "IISR" tab	Per Minute	$3.79			No free minutes while roaming internationally.

Plan Name	Service Description	Country	Unit Of Measure	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions
International GSM Roaming Zone 5	GSM International Roaming on Select List of countries	See "IISR" tab	Per Minute	$4.99			No free minutes while roaming internationally.
CDMA International Roaming	Any Alltel phone.	Canada & Mexico	Per Minute	$0.79			No special handset or rate plan required. The $2.00 feature is not required for this service.
CDMA International Roaming	Any Alltel phone.	Aruba, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Curacao, Dominican Republic, Jamaica, Netherlands Antilles, St Maarten	Per Minute	$1.29			No special handset or rate plan required. The $2.00 feature is not required for this service.
CDMA International Roaming	Any Alltel phone.	Puerto Rico & US Virgin Islands	Per Minute	$1.29*	These countries are $1.29 on the custom COV plans. Subs on a Smart Choice Pack can take advantage of package, offpeak, and M2M minutes in Puerto Rico & US Virgin Islands.		
International Long Distance	Calling from the US to a non-US country.	See "Intl Toll" tab	Per Minute	$0.20-$9.99	Subscriber must notify Alltel to be provisioned to allow international dialing. This functionality is free but must be requested.	Provides the ability to dial international numbers.	Available on all handset types and all rate plans.
International Long Distance Value Plan	Monthly feature provides for discounted international toll rates	See "Intl Toll" tab	Per Month Per Handset, and Per Minute	$3.99 per month, $0.09-$0.35 per minute	Subscriber must notify Alltel to be provisioned to allow international dialing. This functionality is free but must be requested.	Must request internation dialing capability in addition to this add-on feature.	Available on all handset types and all rate plans.

International Inter-Standard Roaming Pricing Proposal Competitive Analysis

Country	Voice	Data	Zone	Voice Rate
Australia	Y	Y	1	$1.49
Austria	Y	Y	1	$1.49
Belgium	Y	Y	1	$1.49
China	Y	Y	1	$1.49
Denmark	Y	Y	1	$1.49
Finland	Y	Y	1	$1.49
France	Y	Y	1	$1.49
Germany	Y	Y	1	$1.49
Greece	Y		1	$1.49
Guernsey	Y		1	$1.49
Hong Kong	Y	Y	1	$1.49
Hungary	Y		1	$1.49
Iceland	Y	Y	1	$1.49
Ireland	Y	Y	1	$1.49
Italy	Y	Y	1	$1.49
Jersey	Y		1	$1.49
Liechtenstein	Y	Y	1	$1.49
Luxembourg	Y	Y	1	$1.49
Macau	Y	Y	1	$1.49
Monaco	Y	Y	1	$1.49
Netherlands	Y	Y	1	$1.49
Norway	Y	Y	1	$1.49
Portugal	Y	Y	1	$1.49
San Marino	Y		1	$1.49
Spain	Y	Y	1	$1.49
Sweden	Y	Y	1	$1.49
Switzerland	Y	Y	1	$1.49
Taiwan	Y	Y	1	$1.49
UK / England / Great Britain	Y	Y	1	$1.49
Vatican City	Y	Y	1	$1.49
Anguila	Y	Y	2	$2.29
Antigua	Y	Y	2	$2.29
Argentina	Y		2	$2.29
Bahrain	Y		2	$2.29
Bangladesh	Y		2	$2.29
Bolivia	Y		2	$2.29
Bonaire (Neth Antilles)*	Y	Y	2	$2.29
Brazil	Y	Y	2	$2.29
Chile	Y	Y	2	$2.29
Colombia	Y	Y	2	$2.29
Croatia	Y	Y	2	$2.29
Dominica	Y	Y	2	$2.29
Ecuador	Y		2	$2.29
El Salvador	Y	Y	2	$2.29
Estonia	Y		2	$2.29
Honduras	Y		2	$2.29
Iraq	Y		2	$2.29
Japan	Y		2	$2.29
Kuwait	Y		2	$2.29
Latvia	Y		2	$2.29
Malaysia	Y	Y	2	$2.29
Netherlands Antilles (Bonaire)*	Y	Y	2	$2.29
Nicaragua	Y		2	$2.29
Panama	Y		2	$2.29

International Inter-Standard Roaming Pricing Proposal Competitive Analysis

Country	Voice	Data	Zone	Voice Rate
Poland	Y	Y	2	$2.29
Saudi Arabia	Y	Y	2	$2.29
Singapore	Y	Y	2	$2.29
South Africa	Y	Y	2	$2.29
St Kitts and Nevis	Y	Y	2	$2.29
St Lucia	Y	Y	2	$2.29
St Vincent	Y	Y	2	$2.29
Thailand	Y	Y	2	$2.29
Turkey	Y	Y	2	$2.29
Uruguay	Y		2	$2.29
Venezuela	Y		2	$2.29
Algeria	Y		3	$2.79
Aruba*	Y	Y	3	$2.79
Barbados*	Y	Y	3	$2.79
Bermuda*	Y	Y	3	$2.79
Bosnia and Herzgovina	Y	Y	3	$2.79
Brunei	Y	Y	3	$2.79
Bulgaria	Y		3	$2.79
Cambodia	Y		3	$2.79
Cayman Islands*	Y	Y	3	$2.79
Congo, Dem Rep of	Y		3	$2.79
Cyprus	Y	Y	3	$2.79
Egypt	Y	Y	3	$2.79
Faroe Islands	Y	Y	3	$2.79
Gambia	Y		3	$2.79
Ghana	Y		3	$2.79
Grenada	Y	Y	3	$2.79
Guatemala	Y	Y	3	$2.79
Guyana	Y		3	$2.79
Haiti	Y	Y	3	$2.79
Indonesia	Y	Y	3	$2.79
Israel	Y	Y	3	$2.79
Jamaica*	Y	Y	3	$2.79
Jordan	Y	Y	3	$2.79
La Desiride	Y		3	$2.79
Lebanon	Y		3	$2.79
Les Saintes	Y		3	$2.79
Macedonia	Y		3	$2.79
Malawi	Y		3	$2.79
Malta	Y		3	$2.79
Marie-Galante	Y		3	$2.79
Mauritius	Y	Y	3	$2.79
Morocco	Y		3	$2.79
Oman	Y		3	$2.79
Pakistan	Y	Y	3	$2.79
Paraguay	Y		3	$2.79
Peru	Y	Y	3	$2.79
Philippines	Y	Y	3	$2.79
Senegal	Y		3	$2.79
Serbia & Montenegro	Y	Y	3	$2.79
Seychelles	Y		3	$2.79
Sierra Leone	Y		3	$2.79
Slovakia	Y		3	$2.79
Slovenia	Y	Y	3	$2.79

International Inter-Standard Roaming Pricing Proposal Competitive Analysis

Country	Voice	Data	Zone	Voice Rate
Syria	Y		3	$2.79
Trinidad & Tobago	Y	Y	3	$2.79
Tunisia	Y	Y	3	$2.79
Turks & Caicos	Y	Y	3	$2.79
Uganda	Y		3	$2.79
United Arab Emirates	Y	Y	3	$2.79
Yemen	Y		3	$2.79
Afghanistan	Y		4	$3.79
Armenia	Y		4	$3.79
Burkina Faso	Y		4	$3.79
Congo	Y		4	$3.79
Cote d'Ivoire	Y		4	$3.79
Czech Republic	Y		4	$3.79
Gabon	Y		4	$3.79
Georgia	Y	Y	4	$3.79
Grenadines	Y	Y	4	$3.79
India	Y	Y	4	$3.79
Kazakhstan	Y	Y	4	$3.79
Kyrgyzstan	Y		4	$3.79
Liberia	Y		4	$3.79
Madagascar	Y		4	$3.79
Maldives	Y	Y	4	$3.79
Mali	Y		4	$3.79
Moldova	Y	Y	4	$3.79
Namibia	Y		4	$3.79
Nigeria	Y		4	$3.79
Romania	Y	Y	4	$3.79
Russia	Y	Y	4	$3.79
Samoa	Y		4	$3.79
Sri Lanka	Y	Y	4	$3.79
Tanzania	Y		4	$3.79
Togo	Y		4	$3.79
Ukraine	Y	Y	4	$3.79
Vietnam	Y		4	$3.79
Zambia	Y		4	$3.79
Kenya	Y		5	$4.99
Kosovo	Y	Y	5	$4.99
Lithuania	Y		5	$4.99
Martinique	Y		5	$4.99
Mongolia	Y		5	$4.99
St Bathelemy	Y		5	$4.99
St Martin	Y		5	$4.99
Tajikistan	Y		5	$4.99
Turkmenistan	Y		5	$4.99
Uzbekistan	Y		5	$4.99
West Indies (French)	Y	Y	5	$4.99

*Countries highlighted in green indicate countries where we CDMA voice service is available at a lower voice cost (8830 must be in CDMA mode for lower cost).

Alltel International Toll Rates

Standard Rates (Postpay and Prepay)

$0.20		$2.99			$3.99	
Canada (Various)	Northern Marianas Islands (1+670)	Antarctica (672)	Madagascar (261)	Nauru (674)	Cook Island (682)	Tokelau (690)
Guam* (1+671)	US Virgin Islands* (1+340)	Central African Republic (236)	Mayotte Island (269)	Norfolk Island (672)	Diego Garcia (246)	Tuvalu (688)
Puerto Rico* (1+787 or 1+939)		Comoros (269)	Myanmar - Burma (95)	North Korea (850)	Niue Island (683)	Vanuatu (678)
$0.29 - Mexico (52) - effective 5/1/07		**$9.99** - All Satellite calls for Iridium (881-882) and INMARSAT (870-874)			Solomon Islands (677)	Wallis-Futuna Island (681)

$0.65						
Albania (355)	Bosnia (387)	Ecuador (593)	India (91)	Mali Republic (223)	Panama (507)	St Lucia (1+758)
Algeria (213)	Botswana (267)	El Salvador (503)	Indonesia (62)	Marshall Island (692)	Paraguay (595)	St Pierre-Miquelon (508)
American Samoa (684)	Brazil (55)	Estonia (372)	Ireland (353)	Martinique (596)	Peru (51)	St Vincent-Grenadine (1+809)
Andorra (376)	British Virgin Islands (1+284)	Fiji Islands (679)	Israel (972)	Mauritania (222)	Philippines (63)	Swaziland (268)
Angola (244)	Brunei (673)	Finland (358)	Italy (39)	Mauritius (230)	Poland (48)	Sweden (46)
Anguilla (1+264)	Bulgaria (359)	France (33)	Ivory Coast (225)	Monaco (33)	Portugal (351)	Switzerland (41)
Antigua (1+268)	Burkina Faso (226)	French Antilles (596)	Jamaica (1+876)	Mongolia (976)	Qatar (974)	Syria (963)
Argentina (54)	Burundi (257)	French Guiana (594)	Japan (81)	Montenegro (382)	Reunion Island (262)	Taiwan (886)
Aruba (297)	Cameroon (237)	French Polynesia (689)	Jordan (962)	Montserrat (1+664)	Romania (40)	Tanzania (255)
Australia (61)	Cayman Islands (1+345)	Germany (49)	Kenya (254)	Morocco (212)	Russia/Kazakhstan (7)	Thailand (66)
Austria (43)	Chad Republic (235)	Gibraltar (350)	Latvia (371)	Mozambique (258)	Saudi Arabia (966)	Trinidad-Tobago (1+868)
Bahamas (1+242)	Chile (56)	Greece (30)	Lesotho (266)	Netherlands (31)	Serbia (381)	Tunisia (216)
Bahrain (973)	China (86)	Grenada (1+473)	Liberia (231)	Netherlands Antilles (599)	Seychelles Island (248)	Turkey (90)
Barbabos (1+246)	Christmas-Cocos Is (61/672)	Guadalupe (590)	Libya (218)	New Calendonia (687)	Siera Leone (232)	Turks-Caicos (1+649)
Barbuda (10-dgt)	Colombia (57)	Guatemala (502)	Liechtenstein (423)	New Zealand (64)	Singapore (65)	Uganda (256)
Belarus (375)	Congo Republic (242 & 243)	Guyana (592)	Lithuania (370)	Nicaragua (505)	Slovakia (421)	United Kingdom (44)
Belgium (32)	Costa Rica (506)	Haiti (509)	Luxembourg (352)	Niger (227)	South Africa (27)	Uruguay (598)
Belize (501)	Cyprus (357)	Honduras (504)	Macau (853)	Nigeria (234)	South Korea (82)	Vatican City (379)
Benin (229)	Denmark (45)	Hong Kong (852)	Macedonia (389)	Norway (47)	Spain (34)	Venezuela (58)
Bermuda (1+441)	Dominican Republic (1+809)	Hungary (36)	Malawi (265)	Oman (968) Palau (680)	Sri Lanka (94)	Zambia (260)
Bolivia (591)	Easter Island (56)	Iceland (354)	Malaysia (60)	Palestinian Authority (970)	St Kitts-Nevis (1+869)	Zimbabwe (263)

$1.50						
Ascension Island (247)	Cuba (53)	Falkland Islands (500)	Iraq (964)	Midway Island (808)	Senegal (221)	Turkmenistan (993)
Afghanistan (93)	Czech Republic (420)	Faroe Islands (298)	Kiribati - Gilbert Is (686)	Moldova (373)	Slovenia (386)	Ukraine (380)
Armenia (374)	Djibouti (253)	Gabon (241)	Kuwait (965)	Namibia (264)	Somalia (252)	United Arab Emirates (971)
Azerbaijan (994)	Dominica (1+767)	Gambia (220)	Kyrgyz Republic (996)	Nepal (977)	St. Helena (290)	Uzbekistan (998)
Bangladesh (880)	East Timor (670)	Georgia (995)	Laos (856)	Pakistan (92)	Sudan (249)	Vietnam (84)
Bhutan (975)	Egypt (20)	Ghana (233)	Lebanon (961)	Papua New Guinea (675)	Suriname (597)	Wake Island (808)
Cambodia (855)	Equatorial Guinea (240)	Greenland (299)	Maldives Republic (960)	Rwanda (250)	Tajikistan (992)	Western Samoa (685)
Cape Verde Islands (238)	Eritrea (291)	Guinea (224 & 245)	Malta (356)	San Marino (378)	Togo (228)	Yemen (967)
Croatia (385)	Ethiopia (251)	Iran (98)	Micronesia (691)	Sao Tome-Principe (239)	Tonga Island (676)	Zanzibar (259)

International Long Distance Value Plan - $3.99 (Postpay Only)

$0.09		$0.20				
Mexico (52)		Greece (30)	Italy (39)	Germany (49)	Singapore (65)	Ireland (353)
$0.10		Netherlands (31)	United Kingdom (44)	Colombia (57)	Japan (81)	Hong Kong (852)
Canada (Various)		Belgium (32)	Sweden (46)	Australia (61)	South Korea (82)	Taiwan (886)
$0.30		France (33)	Norway (47)	Philippines (63)	China (86)	Israel (972)
Russia (7)	India (91)	Spain (34)	Poland (48)	New Zealand (64)	Portugal (351)	Cayman Islands (1+345)
Peru (51)	Belize (501)	**$0.35**				
Argentina (54)	Guatemala (502)	Egypt (20)	Ghana (233)	Ecuador (593)	Barbabos (1+246)	Montserrat (1+664)
Brazil (55)	El Salvador (503)	South Africa (27)	Zimbabwe (263)	Netherlands Antilles (599)	Antigua (1+268)	St Lucia (1+758)
Chile (56)	Costa Rica (506)	Romania (40)	Aruba (297)	Lebanon (961)	Bermuda (1+441)	St Vincent-Grenadine (1+809)
Venezuela (58)	Panama (507)	Turkey (90)	Nicaragua (505)	Jordan (962)	Grenada (1+473)	Trinidad-Tobago (1+868)
Thailand (66)	Bolivia (591)	Iran (98) Iraq (964)	Haiti (509)	Saudi Arabia (966)	Turks-Caicos (1+649)	St Kitts-Nevis (1+869)

* Beginning April 1, 2007, customers on National Freedom and Total Freedom rate plans can call Puerto Rico, Guam, and the US Virgin Islands toll-free from the United States

RFP 2009-05 Pricing Submittal - Equipment and Accessories

The Commonwealth seeks pricing for all equipment offered related to all services offered.

The Commonwealth suggests offering at least one (1) basic voice-only telephone with two-way speakerphone at no charge for the entire term of the contract.

In addition to any "no-charge" units offered, the Commonwealth is interested in an equipment pricing structure that streamlines the process of introducing new equipment and presenting equipment pricing to potential contract users. To that end the Commonwealth requests, and the example(s) below include(s), "percent off list" pricing that would be applied consistenly to each manufacturer's equipment for the term of the contract.

The Commonwealth recognizes that there are benefits that may be achieved by "refreshing" equipment on a regular basis. Please propose an explicit refresh structure that results in the sharing of those benefits with the Commonwealth.

All equipment prices should include the cost of handling and shipping to any address in the Commonwealth of Virginia (i.e., the Commonwealth will not pay additional charges for standard ground shipping).

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses within the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval.

If shipping or handling charges apply to any equipment shipped to addresses outside the Commonwealth of Virginia, provide details below.

If additional shipping or handling charges apply to any new orders for equipment shipped to addresses outside the Commonwealth of Virginia in an expedited manner, provide details below including the applicable delivery interval(s).

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount (minimum 25% discount)	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
LG	Voice	AX390	Basic CDMA Phone w/speaker	5	$59.99	100%	$0.00	$0.00	12
Samsung	Voice	R430	Basic CDMA Phone w/speaker, camera and Bluetooth	5	$29.99	100%	$0.00	$0.00	12
LG	Voice	AX260 Scoop	CDMA Voice Handset w/full qwerty keyboard, camera and Bluetooth	5	$59.99	100%	$0.00	$0.00	18
Motorola	Voice	Razor V3a	Mid-grade CDMA Phone w/speaker, camera and Bluetooth	5	$29.99	30%	$19.99	$0.00	12
Motorola	Voice	VE20	Feature-rich CDMA Voice Handset w/speaker, camera and Bluetooth	5	$79.99	25%	$59.99	$0.00	18
LG	Voice	AX830	Feature-rich CDMA Voice Touch Screen Handset w/speaker, camera and Bluetooth	5	$99.99	25%	$74.99	$0.00	18
Research in Motion	Voice and Data	8703e BlackBerry	CDMA Voice and Data Handset w/full qwerty keyboard	5	$99.99	70%	$29.99	$0.00	12
Research in Motion	Voice and Data	8130 BlackBerry Pearl	CDMA Voice & Data w/keyboard, speaker, camera and Bluetooth	5	$19.99	25%	$14.99	$0.00	12
Motorola	Voice and Data	Q9c	CDMA Voice and Data Smartphone w/qwerty keyboard, camera and Bluetooth	5	$49.99	25%	$37.49	$0.00	18
Palm	Voice and Data	755p Treo	CDMA Voice & Data w/full qwerty keyboard, speaker, camera and Bluetooth	5	$199.99	43%	$112.99	$0.00	12
Research in Motion	Voice and Data	8830IR BlackBerry	CDMA Voice & Data w/full qwerty keyboard, speaker and Bluetooth w/International Roaming Capabilities	5	$249.99	40%	$149.99	$0.00	12
Research in Motion	Voice and Data	8330 BlackBerry Curve	CDMA V&D Handset w/qwerty keyboard, camera and Bluetooth	5	$99.99	40%	$59.99	$0.00	18

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount (minimum 25% discount)	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
UTStarcomm	Data Only	UM 175	Wireless Laptop Data Card - USB	5	$219.99	99%	$0.99	$0.00	12
Huawei	Data Only	EC228	Wireless Laptop Data Card - USB	5	$219.99	99%	$0.99	$0.00	12
Kyocera	Data Only	KPC680c	Wireless Laptop Data Card - ExpressCard w/ PCMCIA and USB adapters	5	$239.99	99%	$0.99	$0.00	18
All	Accessories	Varies	All Car Chargers	5	$29.99	27%	$22.00	NA	NA
All	Accessories	Varies	All Wall Chargers	5	$29.99	27%	$22.00	NA	NA
All	Accessories	Varies	All Batteries	5	$69.99	21%	$55.00	NA	NA
All	Accessories	Varies	Belt Clips/Holsters	5	$12.99	38%	$8.00	NA	NA
All	Accessories	Varies	All Leather Cases	5	$24.99	40%	$15.00	NA	NA
All	Accessories	Varies	Data Kit	5	$69.99	28%	$50.00	NA	NA
Kingston	Accessories	UMIKM01	2G Memory Card microSD card with mini and SD adapters + mirco card reader.	5	$39.99	25%	$30.00	NA	NA
WorldCell	Accessories	INTERROAMCARD	International Roaming SIM Card	3	$14.99	0%	$14.99	NA	NA
All	Accessories	Varies	Wireless Router	5	$249.99		$199.99	$0.00	
All	Accessories	Varies	Wired Headset	5	$19.99	25%	$15.00	$0.00	18
LG	Accessories	HBM-780	BlueTooth Headset	5	$59.99	33%	$40.00	$0.00	18
Jabra	Accessories	8040	BlueTooth Headset, Noise Canceling	4	$79.99	31%	$55.00	$0.00	18
Motorola	Accessories	680	BlueTooth Headset, Noise Canceling	4	$79.99	31%	$55.00	$0.00	18

RFP 2009-05 Pricing Submittal - Software Licenses & Support

In the table below, identify and price every software product required to adequately support the Solution proposed.

The scope of use for each License Type is as defined in RFP Section 8 and is to be used in formulating Supplier pricing.

Annual Software Support and Maintenance cost is expected to be given as a percent of the fee actually paid for each license, valid for at least five (5) years after contract signing.

Software Support and Maintenance includes helpdesk, bug fix and all new releases and upgrades issued by OEM (software publisher).

If Supplier has made any assumptions upon which the rates, charges or discounts are conditioned, they must be disclosed here.

Supplier must disclose any and all fees and charges that may apply under any conditions, clearly stating such conditions.

Supplier may expand the table to accommodate the full catalog of software proposed.

The first few rows of the table are populated with sample data.

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry Pro 4.1 for Lotus Domino - 10 User	BlackBerry Pro		BlackBerry	One Time Charge	10 Users		1	$849.00	0.0%		$849.00			
BlackBerry Pro 4.1 for Lotus Domino - 5 Users	BlackBerry Pro		BlackBerry	One Time Charge	5 Users			$499	0.0%		$499			
BlackBerry Pro 4.1 for MS Exchange - 10 User	BlackBerry Pro		BlackBerry	One Time Charge	10 Users		1	$849.00	0.0%		$849.00			
BlackBerry Pro 4.1 for MS Exchange - 5 User	BlackBerry Pro		BlackBerry	One Time Charge	5 Users		1	$499.00	0.0%		$499.00			
BlackBerry BES Tx1 Support - CAL Fee (1-99)	BlackBerry		BlackBerry	A La Carte	(1-99)		1	$19.00	0.0%		$19.00			
BlackBerry BES Tx1 Support-CALFee (100-499)	BlackBerry		BlackBerry	A La Carte	(100-499)		1	$17.10	0.0%		$17.10			
BlackBerry BES Tx1 Support-CAL Fee (500-999)	BlackBerry		BlackBerry	A La Carte	(500-999)		1	$15.20	0.0%		$15.20			
BlackBerry BES Tx1 Support-Per Server Fee	BlackBerry		BlackBerry	A La Carte	Per Server Fee		1	$499.00	0.0%		$499.00			
BlackBerry BES Tx2 Support-Per CAL Fee (1-99)	BlackBerry		BlackBerry	A La Carte	(1-99)		1	$25.00	0.0%		$25.00			
BlackBerry BES Tx2 Support-Per CAL Fee (100-499)	BlackBerry		BlackBerry	A La Carte	(100-499)		1	$22.50	0.0%		$22.50			
BlackBerry BES Tx2 Support-Per CAL Fee (500-999)	BlackBerry		BlackBerry	A La Carte	(500-999)		1	$20.00	0.0%		$20.00			
BlackBerry BES Tx2 Support-Per Server Fee	BlackBerry		BlackBerry	A La Carte	Per Server Fee		1	$625.00	0.0%		$625.00			
BlackBerry BES Tx3 Support- Annual Program Fee	BlackBerry		BlackBerry	A La Carte	Annual Program Fee		1	$9,999.00	0.0%		$9,999.00			
BlackBerry BES Tx3 Support - CAL Fee (1-99)	BlackBerry		BlackBerry	A La Carte	(1-99)		1	$29.00	0.0%		$29.00			
BlackBerry BES Tx3 Support - CAL Fee (100-499)	BlackBerry		BlackBerry	A La Carte	(100-499)		1	$26.10	0.0%		$26.10			
BlackBerry BES Tx3 Support - CAL Fee (500-999)	BlackBerry		BlackBerry	A La Carte	(500-999)		1	$23.20	0.0%		$23.20			
BlackBerry BES Tx3 Support-Per Server Fee	BlackBerry		BlackBerry	A La Carte	Per Server Fee		1	$749.00	0.0%		$749.00			
BlackBerry BES Tx4 Support- Annual Program Fee	BlackBerry		BlackBerry	A La Carte	Annual Program Fee		1	$49,999	0.0%		$49,999			
BlackBerry BES Tx4 Support - CAL Fee (1-99)	BlackBerry		BlackBerry	A La Carte	(1-99)		1	$29.00	0.0%		$29.00			
BlackBerry BES Tx4 Support-CALFee (100-499)	BlackBerry		BlackBerry	A La Carte	(100-499)		1	$26.10	0.0%		$26.10			
BlackBerry BES Tx4 Support-CAL Fee (500-999)	BlackBerry		BlackBerry	A La Carte	(500-999)		1	$23.20	0.0%		$23.20			
BlackBerry BES Tx4 Support-Per Server Fee	BlackBerry		BlackBerry	A La Carte	Per Server Fee		1	$749.00	0.0%		$749.00			
BlackBerry BES Tx5 T-Support- Annual Program Fee	BlackBerry		BlackBerry	A La Carte	Annual Program Fee		1	$ 74,999.00	0.0%		$ 74,999.00			
BlackBerry BES Tx5 T-Support- Annual Server Fee	BlackBerry		BlackBerry	A La Carte	Per Server Fee		1	$ 749.00	0.0%		$ 749.00			
BlackBerry BES Tx5 T-Support- CAL Fee (1-99)	BlackBerry		BlackBerry	A La Carte	(1-99)		1	$ 29.00	0.0%		$ 29.00			
BlackBerry BES Tx5 T-Support- CAL Fee (100-499)	BlackBerry		BlackBerry	A La Carte	(100-499)		1	$ 26.10	0.0%		$ 26.10			
BlackBerry BES Tx5 T-Support- CAL Fee (500-999)	BlackBerry		BlackBerry	A La Carte	(500-999)		1	$ 23.20	0.0%		$ 23.20			

Software	Product	Version	Publisher/OEM	License Term (Perpetual, Periodic, Annual, Monthly, etc.)	License Type (User, Server, Concurrent Use, Site, Enterprise Wide)	Unit Of Measure by License Type	Quantity	List Price	Discount off list (%)	Any other pricing factor (e.g. order size, annual spend, etc.)	Net Price After All Discounts	Annual Software Support and Maintenance Cost (% of discounted License Price)	Assumptions	Restrictions
BlackBerry Software BES 4.1 Lotus Domino - 1 User	BlackBerry		BlackBerry	One Time Charge	1- user		1	$ 2,999.00	0.0%		$ 2,999.00			
BlackBerry Software BES 4.1 Lotus Domino - 20 User	BlackBerry		BlackBerry	One Time Charge	20 - user		1	$ 3,999.00	0.0%		$ 3,999.00			
BlackBerry Software BES 4.1 Lotus Domino- Upgrade	BlackBerry		BlackBerry	One Time Charge	Upgrade		1	$ 999.00	0.0%		$ 999.00			
BlackBerry Software BES 4.1 MDS Apps - 20 User	BlackBerry		BlackBerry	One Time Charge	20 - user		1	$ 3,999.00	0.0%		$ 3,999.00			
BlackBerry Software BES 4.1 MDS Apps- 1 User	BlackBerry		BlackBerry	One Time Charge	1- user		1	$ 2,999.00	0.0%		$ 2,999.00			
BlackBerry Software BES 4.1 MS Exchange - 1 User	BlackBerry		BlackBerry	One Time Charge	1- user		1	$ 2,999.00	0.0%		$ 2,999.00			
BlackBerry Software BES 4.1 MS Exchange - 20 User	BlackBerry		BlackBerry	One Time Charge	20 - user		1	$ 3,999.00	0.0%		$ 3,999.00			
BlackBerry Software BES 4.1 MS Exchange- Upgrade	BlackBerry		BlackBerry	One Time Charge	Upgrade		1	$ 999.00	0.0%		$ 999.00			
BlackBerry Software BES 4.1 NGW- 1 User	BlackBerry		BlackBerry	One Time Charge	1- user		1	$ 2,999.00	0.0%		$ 2,999.00			
BlackBerry Software BES 4.1 NGW- 20 User	BlackBerry		BlackBerry	One Time Charge	20 - user		1	$ 3,999.00	0.0%		$ 3,999.00			
BlackBerry Software BES 4.1 NGW- Upgrade	BlackBerry		BlackBerry	One Time Charge	Upgrade		1	$ 999.00	0.0%		$ 999.00			
BlackBerry Software BES Licensing 10K- 1 CAL	BlackBerry		BlackBerry	A La Carte	Licensing 10K - 1 CAL		1	$ 25.00	0.0%		$ 25.00			
BlackBerry Software BES Licensing 10K- 1,000 CAL	BlackBerry		BlackBerry	A La Carte	Licensing 10K - 1000 CAL		1	$ 49,999.00	0.0%		$ 49,999.00			
BlackBerry Software BES Licensing 1K- 1 CAL	BlackBerry		BlackBerry	A La Carte	Licensing 10K - 1 CAL		1	$ 39.00	0.0%		$ 39.00			
BlackBerry Software BES Licensing 1K- 500 CAL	BlackBerry		BlackBerry	A La Carte	Licensing 10K - 500 CAL		1	$ 27,499.00	0.0%		$ 27,499.00			
BlackBerry Software CAL for BES- 1 User	BlackBerry		BlackBerry	A La Carte	1 - User		1	$ 99.00	0.0%		$ 99.00			
BlackBerry Software CAL for BES- 1,000 Users	BlackBerry		BlackBerry	A La Carte	1000 - Users		1	$ 49,999.00	0.0%		$ 49,999.00			
BlackBerry Software CAL for BES- 10 Users	BlackBerry		BlackBerry	A La Carte	10 - Users		1	$ 699.00	0.0%		$ 699.00			
BlackBerry Software CAL for BES- 100 Users	BlackBerry		BlackBerry	A La Carte	100 - Users		1	$ 5,999.00	0.0%		$ 5,999.00			
BlackBerry Software CAL for BES- 5 Users	BlackBerry		BlackBerry	A La Carte	5 - Users		1	$ 429.00	0.0%		$ 429.00			
BlackBerry Software CAL for BES- 50 Users	BlackBerry		BlackBerry	A La Carte	50 - Users		1	$ 3,299.00	0.0%		$ 3,299.00			
BlackBerry Software CAL for BES- 500 Users	BlackBerry		BlackBerry	A La Carte	500 - Users		1	$ 27,499.00	0.0%		$ 27,499.00			
BlackBerry Software CAL for SBE BES- 1 User	BlackBerry		BlackBerry	A La Carte	1 - User		1	$ 99.00	0.0%		$ 99.00			
BlackBerry Software CAL for SBE BES- 5 Users	BlackBerry		BlackBerry	A La Carte	5 - Users		1	$ 429.00	0.0%		$ 429.00			
BlackBerry Software SBE BES 4.1 MDS Apps- 5 User	BlackBerry		BlackBerry	One Time Charge	5 - Users		1	$ 1,099.00	0.0%		$ 1,099.00			
BlackBerry Software SBE BES 4.1 NGW- 5 User	BlackBerry		BlackBerry	One Time Charge	5 - Users		1	$ 1,099.00	0.0%		$ 1,099.00			
BlackBerry Software SBE/ BPS to Full BES- Upgrade	BlackBerry		BlackBerry	One Time Charge	Upgrade		1	$ 2,799.00	0.0%		$ 2,799.00			

RFP 2009-05 Pricing Submittal - Additional Discounts

The Commonwealth seeks additional volume discounts or rebates based on the total amount spent on contract services and equipment.

This aggregate contract spend discount is suggested because of the simplicity of calculating and applying it.

Supplier may expand the table to accommodate all discounts proposed.

If Supplier has made any assumptions upon which the discount(s) is (are) conditioned, they must be disclosed here.

The first few rows of the table are populated with sample data.

Pricing/Discounts reflect Alltel no longer offering Cross-Carrier Consolidation.

Discount Name	Discount Description	Discount basis (e.g., total spend, etc.)	% Discount	Assumptions/Restrictions
COV - Rebate	Monthly rebate	Total monthly spend	17%	Rebate is off the total monthly spend for the COV account. This is a short-pay on behalf of COV on the monthly bill.

As a note concerning Additional Discounts: The Commonwealth of Virginia should be aware that no reduction in payment can be submitted for Erate (Schools and Libraries) funded services. The Universal Service Administrative Company (USAC), which was established by the FCC to manage the Erate process, requires schools and libraries pay 100% of the non-Erate discount portion of all services for which they receive Erate discounts. Failure to do so would jeopardize the school and libraries future Erate funding.

RFP 2009-05 Pricing Submittal - Value Adds

RFP 2009-05 Pricing Submittal - Value Adds

If Supplier has proposed any "Value Adds" (Table I in Section 5 of the RFP) for which there are charges or fees, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Alltel Messaging Packs	
Pay-Per Use Alltel Messaging Pack	**MMPU**
[$0.15 Text / $0.25 Picture - Video]	per message
Alltel Message Pack 200	**MMS4**
	$4.99
MyCircle Message Pack 400	**MCM4**
	$7.99
MyCircle Message Pack 1000	**MCM8**
	$12.99
Unlimited Message Pack*	**SEE**
	BELOW

Alltel Connect Packs	Price	Includes
Connect Pack 1	**$9.99**	Mobile Web and Alltel Data Minutes
Connect Pack 2	**$14.99**	Mobile Web, Alltel Data Minutes, Alltel TV on Demand Connect, Alltel Radio Connect, and Ringback Tone Subscription and Alltel Mobile Email Connect
Connect Pack 3*	**$19.99**	*Unlimited Messaging, Mobile Web and Alltel Data Minutes
Connect Pack 4	**$24.99**	*Unlimited Messaging, Mobile Web, Alltel Data Minutes, Alltel TV on Demand Connect, Alltel Radio Connect, Ringback Tone Subscription and Alltel Mobile Email Connect
Connect Pack 5	**$34.99**	Mobile Web, Alltel Data Minutes, Alltel TV on Demand Connect, Alltel Radio Basic, and Ringback Tone Subscription, Unlimited Messaging, Alltel Mobile Email Connect, My Cast Weather Connect, RealTone Jukebox VIP Club Connect and Navigation Connect

Alltel Connect Packs bundle together Alltel's most popular data products into one convenient price. Connect Packs may include Alltel Mobile Web, Alltel Data Minutes, Ringback Tones, and Alltel Apps products such as Alltel Mobile Email, Alltel TV, Alltel Radio & Alltel Navigation. These Connect Packs are for non-smartphones with the exception of Connect Pack 3.

A LA CARTE (VOICE & VOICE 2 TXT)	
International Dialing	**INTD**
	$0.00
Reduced International Toll	**ITR4**
	$3.99
Enhanced Voice Mail	**EVM7**
	$2.00
Voice2TXT Unlimited	**V2T5**
	$5.99

RFP 2009-05 Pricing Submittal - Value Adds

FreeToRoam	
FreeToRoam 100	**FTRA**
	$10.00
FreeToRoam Shareable 100	**FTRF**
	$10.00
Roadside Assistance	
Alltel Roadside Assistance	**ERA3**
	$3.00
Equipment Insurance	
ProductGuard	**PG0**
	$4.00
ProductGuard Plus	**PGP0**
	$5.00
PlatinumGuard	**PLG0**
	$6.00
PlatinumGuard Plus	**PLP0**
	$7.00
Enhanced Warranty	**WAR0**
	$2.00
Touch 2 Talk	
Touch2Talk - National	**T2T4**
	$10.00
T2T Message Packs	
All Alltel Msg and T2T-Natl	**T2TC**
	$19.99
A La Carte Features (Data)	
Alltel Mobile Web	**MWEB**
	$5.99

Plan Name	Service Description	Unit Of Measure	Code	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage
COV Flat Rate	Alltel's Touch to Talk (only available on T2T capable devices)	Per Month, Per Phone	Various	$10.00	None.	Push-to-talk functionality, with unlimited minutes within the Rate Plan coverage area.	Coverage area is the Local VA calling area.	
Telemetry Services							Not available on subsidized equipment	
		Per Month, Per Phone	TE05	$5.00	IP05	2 MB Pooled	$.002 / kb	$.003/kb
		Per Month, Per Phone	TE07	$7.00	IP07	4 MB Pooled	$.002 / kb	$.003/kb
		Per Month, Per Phone	TE10	$10.00	IP10	8 MB Pooled	$.002 / kb	$.003/kb

RFP 2009-05 Pricing Submittal - Value Adds

A La Carte Features (Wireless Priority Services)		Per Month, Per Phone	WPS1	$4.50		CSC is the company that administers WPS for the Federal Government and they are responsible for:	Will be available in Richmond by Sept 30, 2009 and tentatively scheduled for the rest of the Commonwealth by the end of 2009	
		Per Month, Per Phone	WPS2	$4.50		CSC will accept and review the application and either approve or deny it.		
		Per Month, Per Phone	WPS3	$4.50		CSC will tell the customer if they are approved or denied.		
		Per Month, Per Phone	WPS4	$4.50		CSC will determine the priority level for approved customers.		
		Per Month, Per Phone	WPS5	$4.50		CSC will submit list of approved Customers to Alltel who will add the correct feature code		
		Per Month, Per Phone	WP10	$10.00		One time setup Fee		

RFP 2009-05 Pricing Submittal - Supplier Option

RFP 2009-05 Pricing Submittal - Supplier Option

If Supplier has any additional pricing model(s) that it wants to submit, provide that data in this worksheet.

This pricing data is in addition to, and not in lieu of, the pricing data requested pursuant to the other worksheets in this workbook.

Pricing/Discounts reflect Alltel no longer offering Cross-Carrier Consolidation.

***Assumption*: Taxes and fees apply to all the rate plans listed below. USF fee is calculated by: All retail communications revenues (features, monthly access charge, airtime) totaled multiplied by the safe harbor %, which varies by quarter) and then multiplied again by 9.0044% USF contribution factor**

Commonwealth of Virginia Custom Rate Plans

Rate Plan Code	CLD1	CLD2	CLD3	CLD4	CLD5
MRC Cost:	$9.95	$20.50	$34.95	$49.95	$74.95
Package Minutes	0	200	600	1050	1750
Cost per Additional Minute	$0.17	$0.17	$0.17	$0.17	$0.17
Roaming Cost per Minute	$0.59	$0.59	$0.59	$0.59	$0.59
LD Cost per Minute**	$0.40	$0.40	$0.40	$0.40	$0.40
M2M Minutes Included	0	0	500	500	500
N&W Minutes Included	0	1000	1000	1000	1000
Coverage Area	*Local	*Local	*Local	*Local	*Local

* Local coverage area includes the State of VA/DC
**No charge for Long Distance calls placed inside the coverage area
Nights and Weekend minutes, unless otherwise specified the following definitition applies to all plans provided for this RFP response. Nights are defined as 9:00pm to 5:59am, Weekends are defined as 9:00pm Friday until 5:59am Monday.
USF fee calculation: All retail communications revenues (features, monthly access charge, airtime) totaled multiplied by the safe harbor %, which varies by quarter) and then multiplied again by 9.0044% USF contribution factor

RFP 2009-05 Pricing Submittal - Supplier Option

Total Freedom Pooling Plans

Rate Plan Price	$39.99	$49.99	$59.99	$79.99	$99.99	$149.99	$199.99	$299.99
COV Price (10% MRC discount)	$35.99	$44.99	$53.99	$71.99	$89.99	$134.99	$179.99	$269.99
Package Minutes Pooled	350	500	650	900	1200	1800	2500	4000
Post Package cost per minute	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40
Toll Free Calling	Included	Included	Included	Included	Included	Included	Included	Included
M2M Minutes Included	1000	1000	1000	1000	1000	1000	1000	1000
N&W Minutes Included	1000	1000	1000	1000	1000	1000	1000	1000

Total Freedom Plans come with Alltel's best coverage area. There are no roaming or toll charges for calls placed inside the United States.

All Total Freedom Pooling Plans include:
My Circle (Amount of Circle number(s) dependent on rate plan eligibility
Caller Features: Caller ID, Voicemail, 3-way Calling, Call Forwarding, Call Waiting, No Answer Transfer.

Additional info:
My Circle is on an account level basis only.
Blackberry Enterprise Plus and Alltel Email can be added to any plan for $39.99 per month.
Alltel also offers many choices for Text Messaging and insurance….please see the Value Adds tab for more information.
Nights and Weekend minutes, unless otherwise specified the following definitition applies to all plans provided for this RFP response. Nights are defined as 9:00pm to 5:59am, Weekends are defined as 9:00pm Friday until 5:59am Monday.

Total Freedom Stand-Alone Plans

Rate Plan Price	$39.99	$49.99	$59.99	$79.99	$99.99	$149.99	$199.99	$299.99
COV Price (10% MRC discount)	$35.99	$44.99	$53.99	$71.99	$89.99	$134.99	$179.99	$269.99
Package Minutes Pooled	200	350	500	650	900	1500	2000	3000
Post Package cost per minute	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40	$0.40
Toll Free Calling	Included	Included	Included	Included	Included	Included	Included	Included
M2M Minutes Included	1000	1000	1000	1000	1000	1000	1000	1000
N&W Minutes Included	1000	1000	1000	1000	1000	1000	1000	1000

Total Freedom Plans come with Alltel's best coverage area. There are no roaming or toll charges for calls placed inside the United States.

All Total Freedom Stand Alone Plans include:
My Circle (Amount of Circle number(s) dependent on rate plan eligibility
Caller Features: Caller ID, Voicemail, 3-way Calling, Call Forwarding, Call Waiting, No Answer Transfer.

Additional info:
My Circle is on an account level basis only.
Blackberry Enterprise Plus and Alltel Email can be added to any plan for $39.99 per month.
Alltel also offers many choices for Text Messaging and insurance….please see the Value Adds tab for more information.
Nights and Weekend minutes, unless otherwise specified the following definitition applies to all plans provided for this RFP response. Nights are defined as 9:00pm to 5:59am, Weekends are defined as 9:00pm Friday until 5:59am Monday.

RFP 2009-05 Pricing Submittal - Supplier Option

Smart Choice Packs - Voice/Data Bundle - Pooling plans

Rate Plan Price	$70.00	$110.00
Package Minutes Pooled	500	1200
Post Package cost per minute	$0.25	$0.25
Roam Air Rate per minute	$0.59	$0.59
Roam Toll Rate per minute	$0.40	$0.40
Toll Free Calling	Included	Included
M2M Minutes Included	Unlimited	Unlimited
N&W Minutes Included	Unlimited	Unlimited

The Smart Choice Plans include:

National Freedom Coverage, which comes with the possibility of Roaming Charges depending on where a call is originated.

My Circle (Amount of Circle number(s) dependent on rate plan eligibility

The customer's choice of data feature, at no additional charge….Blackberry Enterprise Plus, Alltel Email, or Smartphone data.

All data features offer unlimited usage.

Caller Features: Caller ID, Voicemail, 3-way Calling, Call Forwarding, Call Waiting, No Answer Transfer.

Nights and Weekend minutes, unless otherwise specified the following definitition applies to all plans provided for this RFP response. Nights are defined as 9:00pm to 5:59am, Weekends are defined as 9:00pm Friday until 5:59am Monday.

Plan Name	Service Description	Unit Of Measure	Code	Fee	Any other pricing factor (e.g., total volume, etc.)	Included Features	Assumptions/Restrictions	Overage
COV Flat Rate	Alltel's Touch to Talk (only available on T2T capable devices)	Per Month, Per Phone	Various	$10.00	None.	Push-to-talk functionality, with unlimited minutes within the Rate Plan coverage area.	Coverage area is the Local VA calling area.	
Telemetry Services							Not available on subsidized equipment	
		Per Month, Per Phone	TE05	$5.00	IP05	2 MB Pooled	$.002 / kb	$.003/kb
		Per Month, Per Phone	TE07	$7.00	IP07	4 MB Pooled	$.002 / kb	$.003/kb
		Per Month, Per Phone	TE10	$10.00	IP10	8 MB Pooled	$.002 / kb	$.003/kb
A La Carte Features (Wireless Priority Services)		Per Month, Per Phone	WPS1	$4.50		CSC is the company that administers WPS for the Federal Government and they are responsible for:		
		Per Month, Per Phone	WPS2	$4.50		CSC will accept and review the application and either approve or deny it.		
		Per Month, Per Phone	WPS3	$4.50		CSC will tell the customer if they are approved or denied.		
		Per Month, Per Phone	WPS4	$4.50		CSC will determine the priority level for approved customers.		
		Per Month, Per Phone	WPS5	$4.50		CSC will submit list of approved Customers to Alltel who will add the correct feature code		
		Per Month, Per Phone	WP10	$10.00		One time setup Fee		

Equipment Pricing

Manufacturer	Category	Model Number	Description	Delivery Lead Time (in days ARO)	List Price	Percentage Discount	Net Purchase Price Offered to Commonwealth	Net Refresh Credit Offered to Commonwealth	Refresh Cycle (months)
LG	Voice	AX390	Basic CDMA Phone w/speaker	5	$169.99	100%	$0.00	$0.00	18
Samsung	Voice	R430	Basic CDMA Phone w/speaker, camera and Bluetooth	5	$169.99	100%	$0.00	$0.00	18
LG	Voice	AX260 Scoop	CDMA Voice Handset w/full qwerty keyboard, camera and Bluetooth	5	$219.00	100%	$0.00	$0.00	18
Any additional handsets purchased under this contract will be offered to VITA at a 25% discount off of the lowest advertised price.									
UTStarcomm	Data Only	UM 175	Wireless Laptop Data Card - USB	5	$219.99	99%	$0.99	$0.00	18
Huawei	Data Only	EC228	Wireless Laptop Data Card - USB	5	$219.99	99%	$0.99	$0.00	18
Kyocera	Data Only	KPC680c	Wireless Laptop Data Card - ExpressCard w/ PCMCIA and USB adapters	5	$239.99	99%	$0.99	$0.00	18

EXHIBIT B – SERVICE REQUIREMENTS

A. Service Commencement Date

The Supplier shall begin delivery of Services on the date requested by VITA or the USF Subscriber and agreed to by the Supplier in an order. VITA or a USF Subscriber may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

B. Acceptance

Service(s) or Product(s) shall be deemed accepted when VITA or the Subscriber determines that the Services or Product(s) ordered meet the requirements or written criteria set forth herein, the manufacturer's specifications and/or the applicable order. VITA or the Subscriber shall commence Acceptance testing within a reasonable time period after commencement of the Service or delivery of the Product or within such longer time period mutually agreed upon by the Parties to the order. VITA or the Subscriber shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA or the Subscriber in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA or the Subscriber, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's a Service or Product fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA or the Subscriber may require the Supplier to re-perform such Service, or repair or replace such Product.

Acceptance shall be effective for the purpose of making payment for Services or Products, as applicable, provided, however, Acceptance by VITA or Subscriber following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA or Subscriber after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA or Subscriber may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

C. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within five (5) days of written notice of non-conformance by VITA or the Subscriber, or as otherwise agreed between VITA and Supplier or Subscriber and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA or the Subscriber may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA or the Subscriber shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

D. Response

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status report within one (1) hour after notification by VITA or a Subscriber that a Service or Product failure has occurred. Supplier shall include in its status report a description of the failure and the

estimated time to repair/restore Services. Updates shall be provided every two hours until resolution.

E. Product Replacement

In the event that a replacement Product is required for Subscriber to continue to use a Service, Supplier shall deliver such replacement to Subscriber within 24 business hours of the determination that replacement equipment is required.

F. Service Levels and Remedies

Supplier shall provide a Single Point of Contact (SPOC) for the reporting of service problems encountered by VITA or Subscriber while using the Services. Supplier shall provide a local SPOC representatives for the reporting of Service and Product problems during normal business hours (8:00 a.m. to 5:00 p.m. Eastern time, Monday-Friday, excluding state holidays). As an alternate and during non-business hours, the SPOC shall provide representatives available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via a toll free telephone number.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or a Subscriber is denied use of the Service due to Service failures and disruptions for four (4) or more hours during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

In addition, VITA or USF Subscriber shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or Subscriber which is the recipient of Supplier's Services 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 VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA and USF Subscribers in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

G. Requirements

Supplier's response to RFP #2009-05 is incorporated into this Exhibit B.

EXHIBIT C – TELECOMMUNICATIONS SERVICE ORDER (TSO) EXAMPLE

PRINTED FROM VTA-SOS ON 20070423 AT 15:34:43.6 BY MISMAM 704805-999-VTA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER
*** OC&C SERVICE ONLY - NO FACILITY DETAIL SHEETS ATTACHED ***

VTA ORDER NO : 704805-999-VTA
ACCOUNT NO. : VTA999
VTA CONTACT : MARGARET A. MORAN
TELEPHONE : 804/371-8534
COPY TO :

PROJECT: MAM-0423
REQUESTED DUE DATE: 20070502

VTA APPROVAL : _____ DATE: _____

ACTIVITY CODE: 0136000
AGENCY LOG NO:
AGENCY : VA INFORMATION TECHNOLOGIES AGY
COORDINATOR : PAUL HOPPES, ALVIN SEAY
ADDRESS : 110 SOUTH 7TH ST.
CITY : RICHMOND
STATE: : VA
ZIP: 23219
TELEPHONE : 804/371-5580

VENDOR : VIRGINIA INFORMATION TECHNOLOGIES AGENCY
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE : VA
ZIP: 23219
REMARKS TO VENDOR:

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____ _____ _____ _____

REMARKS FROM VENDOR:

_____

_____

_____

_____

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

XYZ COMPANY

CONTACT: JANE DOE
SERVICE ADDRESS: 110 S. 7TH ST.
RICHMOND, VA 23219

EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Signature On File

Printed Name: David Small

Organization: Alltel Communications, LLC f/k/a Alltel Communications, Inc

Date: March 30, 2009

EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES

Margaret Moran

Pamela Wood-Henry

Linda Brown