

To: The Honorable Mayor and City Council

From: Alberto Destrade, Purchasing Director 

Date: December 13, 2016

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE FIRST OPTION TO RENEW AN AGREEMENT PIGGYBACKING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. DMS 10/11-008C AND THE FEDERAL GOVERNMENT GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-35F-0119P WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, TO PROVIDE THE NORTH MIAMI POLICE DEPARTMENT WITH WIRELESS VOICE AND DATA COMMUNICATION SERVICES FOR A TERM OF ONE (1) YEAR, IN ACCORDANCE WITH CITY OF NORTH MIAMI RESOLUTION NO. 2016-R-4; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VERIZON WIRELESS PERSONAL COMMUNICATIONS LP FOR THE WIRELESS SERVICES AT AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**RECOMMENDATION**

Staff is requesting that the Mayor and City Council authorize the City Manager to issue a Purchase Order (PO) to Verizon Wireless Personal Communications LP (Verizon Wireless) by approving the first option to renew the piggyback of the Federal Government’s General Services Administration (GSA) Federal Supply Schedule - Contract No. GSA - FSA G5-35F-0119P and the Florida Department of Management Services (DMS) - Contract No. DMS - 10/11 - 008c to provide the North Miami Police Department with telecommunication and wireless voice services for cellular phones, high speed internet and air cards for mobile crime reporting software for a one (1) year renewal term at a not-to-exceed amount of \$112,000.

**BACKGROUND**

Verizon Wireless provides cellular telephones and high speed internet services which facilitate essential communication for the daily operation of the City’s Police Department. Specifically, the air cards provided by Verizon Wireless are an integral part of the mobile crime reporting software. Moreover, all police reports are laptop generated and transmitted wirelessly to the Police Department’s Records Management System with the services provided under this contract.

On December 9, 2015, the Interim City Manager approved the piggyback of the contract(s) awarded to Verizon Wireless by both the Federal GSA and State of Florida DMS on March 3, 2003, and January 20, 2012, respectively, to provide wireless voice, data and telecommunication Services. This approval was subsequently ratified by the City Council on January 12, 2016, and provided a one-year term with two additional one-year options to renew. This item represents the first option to renew.

Verizon Wireless is used by law enforcement agencies at the local, State, and Federal level because of their consistent history of outperforming competitors in both coverage and reliability. These are necessary qualities in times of emergencies where communication is essential to the prompt and effective operation of the City's police work. In addition, the City's ability to take advantage of the economies of scale offered through the national and statewide competitive process reflected in the GSA and DMS contracts provides a significant incentive to piggyback on those contracts.

Therefore, in order to ensure the continued availability of telecommunication services needed for the effective operation of the Police Department's daily administrative and investigative duties on a cost effective basis, staff recommends that the Mayor and City Council approve the proposed option to renew of the Verizon Wireless contract for an additional year at a not-to-exceed amount of \$112,000 annually.

**FUNDING SOURCE**

The funding source for these contracts is allocated from the City's General Revenue Fund.

**ATTACHMENTS**

Resolution

Resolution 2016-R-4

GSA Federal Supply Schedule (FSS) (Contract #GSA – FSA G5-35F-0119P)

Florida Department of Management Services (Contract # DMS – 10/11 -008c)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE FIRST OPTION TO RENEW AN AGREEMENT PIGGYBACKING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT NO. DMS – 10/11-008C AND THE FEDERAL GOVERNMENT GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-35F-0119P WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, TO PROVIDE THE NORTH MIAMI POLICE DEPARTMENT WITH WIRELESS VOICE AND DATA COMMUNICATION SERVICES FOR A TERM OF ONE (1) YEAR, IN ACCORDANCE WITH CITY OF NORTH MIAMI RESOLUTION NO. 2016-R-4; AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VERIZON WIRELESS PERSONAL COMMUNICATIONS LP FOR THE WIRELESS SERVICES AT AN ANNUAL AMOUNT NOT TO EXCEED ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on January 12, 2016, the Mayor and City Council of the City of North Miami (“City”), passed and adopted Resolution No. 2016-R-4, authorizing the emergency procurement of wireless voice and data communication services including air cards for mobile crime reporting software (collectively referred to herein as “Wireless Services”) from Verizon Wireless Personal Communications LP (“Verizon”), in accordance with Section 7-144, City Code; and

**WHEREAS**, the procurement of Wireless Services was accomplished by piggybacking the *State of Florida Department of Management Services Contract #DMS – 10/11-008C* and the *Federal Government General Services Administration Contract No. GS-35F-0119P* (“State Contract”), in accordance with Section 7-167, City Code; and

**WHEREAS**, the provision of Wireless Services to the City under the State Contract was for a term of one (1) year, commencing December 10, 2015 through December 9, 2016, with two (2) one-year options to renew; and

**WHEREAS**, Wireless Services are crucial to the daily function of administrative and law enforcement personnel of the North Miami Police Department, and a key element in preserving the public health and safety; and

**WHEREAS**, to avoid the detrimental impacts resulting from an interruption of Wireless Services, City administration respectfully request the renewal of Wireless Services from Verizon for one (1) additional year under the State Contract, commencing December 10, 2016 through December 9, 2017 (“First Option”); and

**WHEREAS**, Verizon is willing to deliver Wireless Services to the City at the same favorable terms and rates provided under the State Contract; and

**WHEREAS**, the cost of Wireless Services for the First Option shall not exceed the annual amount of One Hundred Twelve Thousand Dollars (\$112,000.00); and

**WHEREAS**, the Mayor and City Council find the provision of Wireless Services required by the North Miami Police Department in daily operations, serves the public health, safety and welfare.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**     **Approval of First Option.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the first option to renew an agreement piggybacking the *State of Florida Department of Management Services Contract No. DMS – 10/11-008C* and the *Federal Government General Services Administration Contract No. GS-35F-0119P* with Verizon Wireless Personal Communications LP, to provide the North Miami Police Department with wireless voice and data communication services for a term of one (1) year, in accordance with City of North Miami Resolution No. 2016-R-4.

**Section 2.**     **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to issue a purchase order to Verizon Wireless Personal Communications LP for the wireless services at an annual amount not to exceed One Hundred Twelve Thousand Dollars (\$112,000.00).

**Section 3.**     **Effective Date.** This Resolution shall become effective upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:

\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Alix Desulme  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilman Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

RESOLUTION NO. 2016-R-4

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, RATIFYING THE INTERIM CITY MANAGER'S ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00) PIGGYBACKING THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES CONTRACT #DMS - 10/11-008C AND THE FEDERAL GOVERNMENT GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-35F-0119P WITH VERIZON WIRELESS PERSONAL COMMUNICATIONS LP, TO PROVIDE THE NORTH MIAMI POLICE DEPARTMENT WITH THE EMERGENCY PROCUREMENT OF WIRELESS VOICE AND DATA COMMUNICATION SERVICES FOR A TERM OF ONE (1) YEAR WITH TWO (2) ONE-YEAR OPTIONS TO RENEW, PURSUANT TO SECTION 7-144 OF THE CITY CODE OF ORDINANCES AND RESOLUTION NO. 2015-R-131; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on December 9, 2015, the Interim City Manager approved the procurement of wireless voice and data communication services including air cards for mobile crime reporting software (collectively referred to herein as "Wireless Services") from Verizon Wireless Personal Communications LP ("Service Provider"); and

**WHEREAS**, Wireless Services are crucial to the daily function of administrative and law enforcement personnel of the North Miami Police Department, and a key element in preserving the public health and safety; and

**WHEREAS**, to avoid the detrimental impacts resulting from the interruption of Wireless Services, City administration determined that the most appropriate course of action was to procure, on an emergency basis, the Wireless Services from the Service Provider; and

**WHEREAS**, Section 7-144, City Code, allows the City Manager to make emergency procurements when there exists an immediate threat to public health, welfare, or safety or to prevent or minimize serious disruption of government services; and

**WHEREAS**, upon the request by City administration, the procurement of Wireless Services was accomplished by piggybacking the *State of Florida Department of Management Services Contract #DMS - 10/11-008C* and the *Federal Government General Services Administration Contract No. GS-35F-0119P*, in accordance with Section 7-167, City Code; and

**WHEREAS**, on December 8, 2015, the Mayor and City Council passed and adopted Resolution No.2015-R-131, authorizing the Interim City Manager, Interim City Attorney and City Clerk to take all necessary action and to execute all documents affecting the health, safety and welfare of the City during the City Council's recess commencing December 9, 2015 through January 11, 2016; and

**WHEREAS**, on December 9, 2015, the Interim City Manager approved the purchase order and applied the methodology most advantageous to the City in the procurement of Wireless Services, ensuring uninterrupted law enforcement public services; and

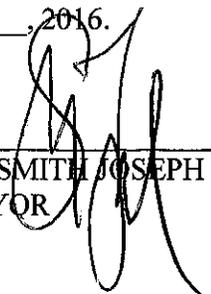
**WHEREAS**, City administration respectfully requests that the Mayor and City Council ratify the execution of the agreement to the benefit of the public health, safety and welfare, pursuant to Section 7-144, City Code and Resolution No. 2015-R-131.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Ratification of Executed Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby ratify the Interim City Manager's issuance of a Purchase Order in the amount of One Hundred Twelve Thousand Dollars (\$112,000.00) piggybacking the *State of Florida Department of Management Services Contract #DMS – 10/11-008C* and the *Federal Government General Services Administration Contract No. GS-35F-0119P* with Verizon Wireless Personal Communications LP, to provide the North Miami Police Department with the emergency procurement of wireless voice and data communication services for a term of one (1) year with two (2) one-year options to renew, pursuant to Section 7-144 of the City Code of Ordinances and Resolution No. 2015-R-131.

**Section 2. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 5 - 0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of January, 2016.

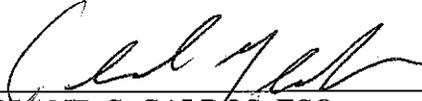
  
\_\_\_\_\_  
DR. SMITH JOSEPH  
MAYOR

ATTEST:



\_\_\_\_\_  
MICHAEL A. ETIENNE, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:



\_\_\_\_\_  
ROLAND C. GALDOS, ESQ.  
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Galvin

Seconded by: Mayor Joseph

**Vote:**

Mayor Smith Joseph, D.O., Pharm. D.  
Vice Mayor Carol Keys, Esq.  
Councilman Scott Galvin  
Councilman Philippe Bien-Aime  
Councilman Alix Desulme

  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)  
  X   (Yes)        (No)



## FEDERAL GOVERNMENT CONTRACT SUMMARY

**Contract Name:** **GSA Federal Supply Schedule (FSS)**  
**Contract #:** **GSA – FSS (GS-35F- 0119P)**  
**Contract Description:** **Nationwide – Government Agency Liability Only**

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### **Federal Supply Schedules Program:**

The Federal Supply Schedules Program closely mirrors commercial buying practices. It provides ordering activities with literally millions of state-of-the-art; high-quality commercial products and services at volume discount pricing on a direct delivery basis. Ordering activities place orders directly with vendors. All ordering activities, large or small, even those in remote locations, are provided with the same services, convenience, and pricing. The Federal Supply Schedules Program also offers the benefits of shorter lead-times, lower administrative costs, and reduced inventories.

**Contract Term:** *5 years plus 3 options (potential 20yrs)  
Extension through 3/21/2016*

**Issue Date:** 12/03

**Schedule:** Group 70 I/T

**SIN:** 132-53

**Web Site:** [www.gsaadvantage.gov](http://www.gsaadvantage.gov)  
(Enter contract number GS-35F-0119P in the "Search/Browse" section and click "Go!")

**Pricing:** *19%-25% access discount for eligible promotional or non-promotional pricing plans of \$34.99 and above*

*Equipment discount: (Open Market Government pricing)*

*Accessory discount: 25%*

**Product/Services Offering:** *Wireless Voice and Data Service  
America's Choice for Business, America's Choice for Business with PTT, IN Calling, PTT Unlimited, NationalAccess/Broadband Access and GlobalAccess, Field Force Manager, Fleet Administrator, QSec, WPS, Telemetry, RIM Blackberry®, Smart Phone PDA, Picture Messaging, Global voice and data plans, National and Regional voice and data pooling options, Nationwide calling plans*

**ETF Y/N:** No

**Activation Fee:** No

**Billing Options:** *Direct Bill, My Biz or VEC billing is available*



Employee line eligible:

No

## FEDERAL GOVERNMENT CONTRACT SUMMARY

### Federal Acquisitions Regulation

**FAR 8.4 Compliant:** Orders placed against a GSA Multiple Award Schedule (MAS) contract are considered to be issued using full and open competition (see FAR 6.102(d)(3)). Ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business programs. By placing an order against a GSA Schedule contract using the procedures in this section, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the government's needs. Note: Certain additional requirements and limitations may exist for DOD customers.

**FAR Web Site:** [http://www.arnet.gov/far/current/html/Subpart 8 4.html#1046478](http://www.arnet.gov/far/current/html/Subpart%208.4.html#1046478)

**Eligible Customers:**

- (1) Executive agencies including non-appropriated fund
- (2) Government contractors authorized in writing by a Federal agency;
- (3) Mixed ownership Government corporations
- (4) Federal Agencies, including establishments in the legislative or judicial branch of government
- (5) The Government of the District of Columbia;
- (6) Authorized Tribal governments
- (7) Qualified Nonprofit Agencies;
- (8) Organizations authorized by GSA pursuant to statute or regulation to use GSA as a source of supply; and
- (9) State, local, regional or tribal governments or any instrumentality thereof (including any local educational agency or institution of higher learning)

**VZW Contract Administrator:** Clover Franklin, 240-568-2101  
Clover.Franklin@verizonwireless.com

**VZW Federal Supply Schedule Support Line:** 1-800-561-6227  
Monday – Friday / 7:00AM – 9:00PM EST

**Purchase Cards accepted:** Yes

**BPA's:** Yes (must be reviewed/approved by VZW contracts Federal Government Contracts team)

### **Cooperative Purchasing:**

Under Cooperative Purchasing, state and local entities may purchase a variety of information technology (IT) from contracts awarded under GSA Federal Supply Schedule 70, Information Technology, as well as from contracts under the Corporate Schedule containing IT special item numbers.

**GSA- Federal Supply Schedule – Cooperative Purchasing FAQ Link:**  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=8125&contentType=GSA\\_OVERVIEW](http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=8125&contentType=GSA_OVERVIEW)

Verizon Wireless  
National Government Sales & Operations  
7600 Montpelier Road  
Laurel, MD 20723  
800-295-1614

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

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**General Services Administration, Federal Supply Service**

**Cellular/PCS Voice Services**

**Contract Number:** GS-35F-0119P

**Period Covered by Contract:** December 03, 2003 through November 22, 2015

**Modification:** 31

**Special Item No. 132-53** Excluding local and long distance voice, data,  
**Wireless Services (FPDS Code** video and dedicated transmission services which  
**D304):** are NOT mobile.

Verizon Wireless has provided service to the Federal sector for over 20 years. We have a dedicated National Government Sales Organization that is focused on meeting the needs of the Government customer. Our established relationships and service reputation have assisted in expediting and facilitating wireless solutions for the government customer.  
<http://www.verizonwireless.com/govt>

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



# TABLE OF CONTENTS

## Information for Ordering Activities

- 1. Geographic Scope of Contract 3
- 2. Ordering Address and Payment Information 3

## Verizon Wireless Authorized IT Schedule

- 1. Verizon Wireless Overview 4
- 2. Wireless Calling Plans 6

## Information for Ordering Activities

- 1. Liability for Injury or Damage 29
- 2. Statistical Data for Government Ordering Office Completion of Standard Form 279 29
- 3. FOB Destination 29
- 4. Delivery Schedule 29
- 5. Discounts 29
- 6. Trade Agreements Act of 1979 29
- 7. Statement Concerning Availability of Export Packing 29
- 8. Small Requirements 29
- 9. Maximum Order 29
- 10. Ordering Procedures For Federal Supply Schedule Contracts 29
- 11. Federal Information Technology/Telecommunication Standards Requirements 30
- 12. Contractor Tasks/ Special Requirements (C-FSS-370) (Nov 2001) 30
- 13. Contract Administration for Ordering Activities 31
- 14. GSA Advantage 31
- 15. Purchase of Open Market Items 31
- 16. Contract Commitments, Warranties and Representations 31
- 17. Overseas Activities 31
- 18. Blanket Purchase Agreements 32
- 19. Contractor Team Arrangements 32
- 20. Installation, Deinstallation, Reinstallation 32
- 21. Section 508 Compliance 32
- 22. Prime Contractor Ordering From Federal Supply Schedule 33
- 23. Insurance-Work on a Government Installation (Jan 1997)(FAR 52.228-5) 33
- 24. Software Interoperability 33
- 25. Advance Payments 33

## Terms and Conditions

- 132-53 Wireless Service 34

# INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

## SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

### 1. Geographic Scope of Contract:

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

### 2. Contractor's Ordering Address and Payment Information:

Ordering Address:	Payment for Services
Verizon Wireless	Verizon Wireless
Government Support Center	P.O. Box 17464
7600 Montpelier Road	Baltimore, MD 21297-1464
Laurel, MD 20723	

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

## VERIZON WIRELESS OVERVIEW

Verizon Wireless owns and operates the nation's most reliable wireless network. Headquartered in Basking Ridge, NJ, Verizon Wireless is a joint venture of Verizon Communications (NYSE:VZ) and Vodafone (NYSE and LSE: VOD). A leader in wireless voice and data services, the company:

- Owns and operates the nation's largest 4G LTE network. Launched in December 2010, the Verizon Wireless 4G LTE network is available to more than 250 million people – nearly 80% of the population – in 419 markets across the country.
- Built the nation's first wide-area wireless broadband network
- Delivered the nation's first wireless consumer 3G multimedia service
- Offers global voice and data services in more than 200 destinations around the world

### Facts-at-a-Glance

- Wireless Phone Customers – 108 Million, including 92.2 Million Customers and 16.5 Million other connections
- Employee Population – nearly 73,500
- Annual Revenue 2011 – \$75.9 Billion (USD)
- U.S. Market Coverage: Our network covers approximately 290 million people, nearly the entire United States population, all of the Top 100 most populated U.S. metropolitan areas.
- Company Stores and Kiosks – more than 1,900
- Digital Network Technology – Fourth generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)
- 175+ switching centers ensure reliable and consistent call quality. Headquarters –Basking Ridge, NJ
  - Area Headquarters:
    - Northeast – Morristown, NJ
    - Midwest – Schaumburg, IL
    - South – Alpharetta, GA
    - West – Irvine, CA
- There are 39 crisis management teams in place across the company, including more than 1,300 leadership employees from the Regions, Areas, and Headquarters. Each team is responsible for managing the Verizon Wireless response to a crisis in its geography or building.
- Mobile Broadband customers in enhanced broadband wireless coverage areas can expect average download speeds of 600 kilobits per second (kbps) to 1.4 megabits and average upload speeds of 500-800 kbps. As of June 2007, Rev. A technology was available throughout the entire EV-DO network. The company's 3G (third generation) network – the nation's largest and most reliable – is now available to more than 290 million people across the country.
- Verizon Wireless owns and operates the nation's largest 4G LTE network. Launched in December 2010, the Verizon Wireless 4G LTE network covers more than 200 million people in more than 200 markets across the U.S. By the end of 2012 the company's 4G LTE network covered more than 260 million people in 400 markets across the country. Customers can expect average data rates of 5 to 12 megabits per second on the downlink and 2 to 5 megabits on the uplink, speeds up to 10 times faster than the company's 3G network. Data Services – Verizon Wireless offers Mobile Broadband and National Access for staying connected coast to coast on laptops, smartphones and other devices; V Cast for video clips and other multimedia services; V Cast Mobile TV for broadcast and cable television live content and programming; and Get It Now for text and picture messaging, news alerts and more.
- TXT Messaging, Verizon Wireless' two-way short messaging service, is available nationwide.
- Customer Service representatives take ownership of customer issues to deliver quick resolution.

## Verizon Wireless' Network

Verizon Wireless' commitment to quality is evident in our ongoing investment in the expansion and enhancement of our network. We are committed to providing our customers with access to the most reliable wireless network in the country. To this end, Verizon Wireless has invested more than \$70 billion in our network since it was formed in 2000 – on average more than \$6 billion every year – to increase the coverage and capacity of its premier nationwide network and to add new services. This investment has broadened the scope of our network coverage while increasing the reliability and capability of the wireless services we provide to our customers.

Verizon Wireless operates the nation's most reliable and largest wireless voice and 3G data network. In December 2010, we launched the world's first large-scale 4G LTE network – the fastest and most advanced 4G network in America.

### CDMA Technology

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

- CDMA technology is one of the most spectrally-efficient digital standards available. Increased spectrum capacity means more calls are completed and fewer calls are dropped.
- Your calls are more likely to connect on the Verizon Wireless network due to the increased capacity of CDMA. CDMA digital technology assigns each conversation a code, rather than a separate frequency or channel. CDMA can accommodate multiple conversations on a single channel, making it easier for calls to connect.
- CDMA employs coding technology that provides improved voice quality while virtually eliminating static and cross talk. It also provides a "soft hand-off" capability that makes hand-offs from one cell tower to another virtually unnoticeable.
- CDMA technology also provides privacy and security by converting speech into code and transmitting it in a random sequence.

Our CDMA technology has enabled Verizon Wireless to provide the nation's most reliable nationwide wireless broadband network. Our Mobile Broadband data service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps. Mobile Broadband enables your remote workers and road warriors to quickly download files and view email attachments. Mobile Broadband CDMA technology also provides authentication and data protection and is compatible with many virtual private networks. Mobile Broadband is presently available to more than 289 million people in 264 major metropolitan areas and 269 airports in the U.S. and in certain parts of Canada and is expanding coast-to-coast. And when travelling outside our Mobile Broadband coverage area, our service is seamlessly backward compatible with our high-speed wireless third-generation (3G) 1xRTT national network service that provides typical data throughput speeds of 60-80 Kbps.

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

### LTE Technology

We chose LTE as the technological foundation for our 4G wireless broadband network. We believe that LTE offers a number of significant technological and business advantages over other 4G technologies that make it a superior networking standard. Our customers want to be truly untethered with advanced communication devices that provide a similar experience as found in today's wired networks – you want to be able to communicate in new and innovative ways whenever and wherever you choose around the globe. For these reasons, we believe LTE is the best technology with the global scale needed to deliver such experiences.

Choosing the 700 MHz frequency as the basis of the Verizon Wireless 4G LTE network results in a longer range from the base station, compared with systems operating at 2.5 GHz or 3.5 GHz. LTE offers your mobile employees better coverage as they travel by providing seamless handover and roaming for true mobility.

LTE has strong and widespread support from the mobile industry, including support from a majority of the industry's key players. Many vendors will enable operator transition to LTE in a progressive, scalable, and cost-effective way—protecting investments in existing technologies made by today's GSM and CDMA carriers.

## WIRELESS CALLING PLANS

### America's Choice<sup>SM</sup> for Government Voice Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Government Voice Calling Plans:	100 Voice Minutes	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>100</b>	<b>200</b>	<b>400</b>	<b>600</b>	<b>1000</b>
Monthly Access Charge (non-pooled minutes)	NA	NA	\$26.91	\$39.41	\$50.96
Monthly Access Charge (pooled minutes)	\$23.06	\$26.24	\$28.84	\$41.34	\$52.88
Friends & Family for Government	NA			Up to 10 numbers for entire account, not per user	
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Included Domestic Text/PIX/FLIX Messages	200 per month				
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month				
Domestic Long Distance	Included				
<b>NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.</b>					

### America's Choice<sup>SM</sup> for Business II Calling Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Business Voice Calling Plans	450 Voice	900 Voice	1350 Voice	2000 Voice	4000 Voice
<b>Domestic Anytime Minutes Per Month</b>	<b>450</b>	<b>900</b>	<b>1350</b>	<b>2000</b>	<b>4000</b>
Domestic Monthly Access Charge (non-pooled minutes)	\$29.99	\$44.99	\$59.99	\$74.99	\$112.49
Domestic Monthly Access Charge (pooled minutes)	\$33.74	\$48.74	\$63.74	\$78.74	\$116.24
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Domestic Long Distance Rate	Included				
Unlimited Push to Talk	\$2.00 additional per user, per month				
<b>NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.</b>					

### Nationwide Unlimited Calling Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan

Monthly Access Charge	\$52.49
Domestic Anytime Voice Minutes Per Month	Unlimited
Domestic Night & Weekend Minutes Per Month	Unlimited
Domestic Mobile to Mobile Minutes Per Month	Unlimited
Domestic Long Distance	Included
Data Sent & Received**	\$1.99/ MB per data package
<b>NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.**</b>	

## America's Choice<sup>SM</sup> for Government Voice Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

### America's Choice<sup>SM</sup> for Government Additional Line Voice Plan

Monthly Access Charge	\$14.99
Domestic Anytime Voice Minutes Per Month	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

### America's Choice<sup>SM</sup> for Government Additional Line Voice & Push to Talk Plan

Monthly Access Charge	\$17.99
Domestic Anytime Voice Minutes Per Month	0 Minutes Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Unlimited Push to Talk	Included
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text/PIX/FLIX Messages	100 per month
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

**NOTE:** No more than 50% of plans on a single account can be placed on the Additional Line Voice or Additional Line Voice & Push to Talk plans.

## America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan: GSA-FSS Subscribers Only

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

### America's Choice<sup>SM</sup> for Government Voice Flat Rate Plan

Monthly Access Charge	\$11.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Voice Per Minute Rate	\$0.25 per minute
Domestic Long Distance	Included

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options.

## WIRELESS VOICE & DATA BUNDLED PLANS

### (Domestic) America's Choice<sup>SM</sup> for Government Voice & Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Domestic AC for Government Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>400</b>	<b>600</b>	<b>1000</b>
Monthly Access Charge (non-pooled minutes)	\$46.15	\$58.64	\$70.19
Monthly Access Charge (pooled minutes)	\$48.07	\$60.57	\$72.11
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
National Access Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## America's Choice<sup>SM</sup> for Government Choice Voice & Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Government Choice Voice & Data Plans:	450 Minute Voice/Data Bundle	1350 Minute Voice/Data Bundle	4000 Minute Voice/Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>450</b>	<b>1350</b>	<b>4000</b>
Monthly Access Charge (non-pooled minutes)	\$59.99	\$82.49	\$127.49
Monthly Access Charge (pooled minutes)	\$63.74	\$86.24	\$131.24
Overage Rate	\$0.25 per minute		
Domestic Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## (Global) America's Choice<sup>SM</sup> for Government Voice & Global Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

AC for Government Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
<b>Domestic Anytime Voice Minutes Per Month</b>	<b>400</b>	<b>600</b>	<b>1000</b>
Monthly Access Charge (non-pooled minutes)	\$61.53	\$74.03	\$85.57
Monthly Access Charge (pooled minutes)	\$63.45	\$75.95	\$87.49
Overage Rate	\$0.25 per minute		
Domestic & Global Data Allowance for Email	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text/PIX/FLIX Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	Included (device dependant)		
Domestic Long Distance	Included		

**NOTE:** See attached Calling Plan and Feature Details for important information about calling plans, features and options. Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## WIRELESS DATA PLANS

### (Domestic) BlackBerry/Smartphone (No Voice Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

BlackBerry/Smartphone Data-Only Plan

Monthly Access Charge	\$33.65
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes
Overage Rate	\$0.12 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
NationalAccess Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

**NOTE:** Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

### (Domestic) BlackBerry/Smartphone (Shared Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

#### BlackBerry/Smartphone Shared Minute Data Plan

Monthly Access Charge	\$34.99
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share from voice and/or voice & data bundle plans
Overage Rate	\$0.25 per minute
Domestic Text/PIX/FLIX Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. No more than 50% of plans on a single account can be placed on the BlackBerry/Smartphone Shared Minute plan.

### (Global) BlackBerry/Smartphone (No Voice Minutes) Data Plan

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

#### Global BlackBerry/Smartphone Data-Only Plan

Monthly Access Charge	\$49.03
Global Data Allowance for Email	Unlimited
Domestic Data Allowance for Email	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Domestic Voice Rate	\$0.12 per minute
Domestic Text Messages	Unlimited
National Access Roaming	\$0.002 per Kilobyte
Unlimited Domestic Push to Talk	Included (device dependant)
Domestic Long Distance	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

### Mobile Broadband Access Calling Plan

A discount has been applied and this plan is not eligible for any further discounts.

#### Mobile Broadband Access Only

Discounted Monthly Access Charge	\$39.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per KB	NA
National Access Roaming	\$0.002 per Kilobyte
Domestic Long Distance <sup>1</sup>	Included

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans.

## Custom 3G/4G Mobile Broadband Data Share Plan (for Internet browsing, email, or intranet access)

The plans below reflect the monthly access charge discount. No additional discounts apply.

### Mobile Broadband Data Share Plan

Monthly Access Charge	\$11.00*
Monthly Data Allowance	0 MB
Monthly Billing Rate for up to 3GB of Shared Data	\$22.00 (plus Monthly Access Charge of \$11.00)
Overage Billing Rate (if 3GB shared pool per month is exceeded)	\$0.0000076 per KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)

**Notes:** 4G and 3G Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). 4G service requires 4G Equipment and 4G coverage. **\*Monthly Access Charge:** Each Subscriber's monthly access Charge will be \$11.00 per month regardless of data usage. However, if a Subscriber uses any data, such Subscriber will incur a \$22.00 charge for up to 3 GB of data for that month (a Monthly Access Charge total of \$33.00). Any monthly data usage over the 3GB limit will incur the Overage Rate Per KB listed in the table above, subject to available Mobile Broadband sharing allowances. Customer may have 100% of their Mobile Broadband Subscribers on the \$11.00 month plan; however, no more than twenty percent (20%) of their total Mobile Broadband Subscriber lines can have zero use on a monthly basis. If this occurs, each Line with zero usage, over the 20% limit, will be charged the \$22.00 incremental charge. **Data Sharing:** At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.

## VZAccess Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess)

A discount has been applied and this plan is not eligible for any further discounts.

### GlobalAccess\*

Monthly Access Charge	\$97.49
Domestic MB Allowance	Unlimited (U.S. and Canada)
Global MB Allowance – Tier 1	100 MB in Tier 1 countries
Data Overage – Tier 1	\$0.005 per kilobyte (in Tier 1 countries)
NationalAccess Roaming (International) – Tier 2	\$0.020 per kilobyte (beyond Tier 1 countries)
Tier 1 Countries	Australia, Bahamas, Belarus, Belgium, Bermuda, Czech Republic, Dominican Republic, France, Germany, Greece, Guam, Hungary, Ireland, Israel, Italy, Korea, Liechtenstein, Malta, Mexico, Mongolia, New Zealand, Portugal, Romania, Spain, Sweden, Switzerland, The Netherlands, United Kingdom
Tier 2 Countries	Rest of World
Home Airtime Rate†	\$0.25 per minute
Domestic Long Distance	Included

**Notes:** Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. \*GlobalAccess unlimited MB allowance applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. \*\*Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

## Mobile BroadbandAccess Connect/Hot Spot Feature Plans

Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Charge	Data Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers (with a voice & unlimited data plan)	\$10.00	Unlimited	\$0.002 per Kilobyte
For Unlimited VZEmail Calling Plan Subscribers (with an unlimited data-only plan)	\$15.00		
<b>NOTE:</b> Subject to the Mobile BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited Megabyte (MB), PDA and BlackBerry Plans.			

## (Domestic) Smartphone Data Features

A discount has been applied and this plan is not eligible for any further discounts.

Smartphone Solution					
Feature Access Charge	\$20.00	\$17.00	\$19.00	\$20.00	\$25.00
MB Allowance	Metered	50MB	500MB	5GB Pooled	Unlimited
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05	n/a
Wireless Sync or BlackBerry Solution	Included				
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)	
<b>NOTE:</b> Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.					

## (Domestic) Smartphone Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

Smartphone Data-Only Plans				
Monthly Access Charge	\$30.00	\$25.00	\$30.00	\$32.00
MB Allowance	Metered	50MB	500MB	5GB Pooled
Overage Rate Per MB	\$0.05	\$0.05	\$0.05	\$0.05
Domestic Anytime Voice Minutes Per Month	0 Minutes			
Domestic Voice Overage Rate	\$0.25 per minute			
Included Domestic Text/PIX/FLIX Messages	Unlimited			
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)		\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance	Included			
<b>NOTE:</b> Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.				

## Custom 3G/4G Stand Alone Email Share Plan

Compatible with server based email solutions

The plan below reflects the monthly access charge discount. No additional discounts apply.

### Standalone Email Share Plan

Monthly Access Charge	\$27.99*
Monthly 3G Share Data Allowance	3 GB Share
Overage Rate After Allowance	\$0.0000076/KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate†	\$0.25
Domestic Long Distance	Included in the Per Minute Rate above.

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan Feature Details for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. New Activations on this feature require Corporate Subscribers to select a 24 month Line Term. **Data Sharing:** At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.

## Custom 3G/4G Stand Alone Email Share Plan with Unlimited Messaging

Compatible with server based email solutions

The plan below reflects the monthly access charge discount. No additional discounts apply.

### Standalone Email Share Plan with Unlimited Messaging

Monthly Access Charge	\$32.99
Monthly 3G Share Data Allowance	3 GB Share
Overage Rate After Allowance	\$0.0000076/KB
NationalAccess Roaming	\$0.002 per KB (Canada)/ \$0.005 per KB (Mexico)
Per Minute Rate†	\$0.25
Text, Picture and Video Messaging	Unlimited
Domestic Long Distance	Included in the Per Minute Rate Above

**Notes:** Current coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan Feature Details for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. **Data Sharing:** At the end of each bill cycle any unused data allowances for customers sharing on lines across multiple accounts will be applied proportionally to all lines with overages. Calling plan changes may not take effect until the billing cycle following the change request.

## (Domestic) Mobile Broadband Data Only Plans

A discount has been applied and this plan is not eligible for any further discounts.

### Smartphone Data-Only Plans

Monthly Access Charge	\$30.00		\$39.99
Domestic Data Allowance for Email	500MB		5GB Pooled
Overage Rate Per MB	\$0.05		\$0.05
Domestic Anytime Voice Minutes Per Month		0 Minutes	
Domestic Voice Overage Rate		\$0.25 per minute	
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)	\$0.005 per kilobyte (Mexico)	\$0.020 per kilobyte (rest-of-world)
Domestic Long Distance		Included	

**NOTE:** Subject to the Mobile Broadband Access terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA (Smartphone) and BlackBerry Plans.

## Global Mobile Broadband Connect/Hot Spot Feature Plans

The plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	Monthly Allowance	Rate After Allowance (Canada)	Rate After Allowance (Mexico & Rest of the World)
\$22.50	50 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$52.50	150 Megabyte	\$2.00 Per MB	\$5.00 Per MB
\$93.75	300 Megabyte	\$2.00 Per MB	\$5.00 Per MB

**Note:** Current National Access, and Mobile Broadband coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). Verizon Wireless Calling Plan and Features Details apply.

## Global Data Optional Feature

The plans below reflect the monthly access charge discount. No additional discounts apply.

Monthly Access Charge	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)
\$18.75	100MB	\$25.00 per each additional 100 MB used	\$0.02 per KB (\$20.48/MB)

### Included Global Data Plan Countries

Aland Islands, Albania, Andorra, Anguilla, Antigua, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Barbuda, Belarus, Belgium, Bermuda, Bolivia, Bonaire (Netherlands Antilles), Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Cayman Islands, Chile, China, Christmas Island, Colombia, Croatia, Curacao (Netherlands Antilles), Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, Estonia, Faroe Islands, Finland, France, French Guiana, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Israel, Italy, Jamaica, Japan, Jersey, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macao (Macau), Macedonia, Malta, Martinique, Mayotte Island, Mexico, Moldova, Monaco, Montenegro, Montserrat, Netherlands Antilles, Netherlands, New Zealand, Northern Mariana Islands, Norway, Palestinian Authority, Paraguay, Peru, Philippines, Poland, Portugal, Reunion Island, Romania, Russia, Samoa, San Marino, Serbia, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and the Grenadines, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Trinidad and Tobago, Turkey, Turks and Caicos Islands, Ukraine, United Kingdom-England, Scotland, Wales, Northern Ireland, Uruguay, Uzbekistan, Vatican City, Venezuela, Vietnam, Virgin Islands, British.

**Notes:** Current coverage details and list of Global Data Countries can be found at [www.verizonwireless.com/global](http://www.verizonwireless.com/global). See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.

## MACHINE-TO-MACHINE/ TELEMETRY PLANS

<b>Mobile Broadband Machine-to-Machine Share Plans – Low Usage</b>					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans:	1	5	25	50	150
	Megabyte	Megabytes	Megabytes	Megabytes	Megabytes
<b>Domestic Shared Data Allowance Per Month</b>	<b>1 MB</b>	<b>5 MB</b>	<b>25 MB</b>	<b>50 MB</b>	<b>150 MB</b>
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
<b>Mobile Broadband Machine-to-Machine Plans – High Usage</b>					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes	
<b>Domestic Shared Data Allowance Per Month</b>	<b>250 MB</b>	<b>1 GB</b>	<b>5 GB</b>	<b>10 GB</b>	
Monthly Access Charge	\$20.00	\$25.00	\$37.50	\$60.00	
Overage Rate Per Megabyte	\$0.015				
National Access Roaming Per Kilobyte	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
<p><b>Note:</b> Current National Access, and Mobile Broadband coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. Verizon Wireless Calling Plan and Features Details apply. Government Subscribers can supply their own authenticated Equipment (CPE) to be activated on these plans. A select number of 4G USB Modem, MiFi and Jetpack devices are available for use with these plans. Please note device pricing in the Equipment Matrix, section 6.0 below does not reflect the price of equipment that can be activated on these plans. All equipment is open market. <b>Sharing:</b> Sharing is available only among Government Subscribers to these Custom Telemetry Megabyte Share Plans (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Units. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period.</p>					

<b>Machine to Machine (M2M) Tiered Plan</b>		
The Machine to Machine Tiered Data Plan is not eligible for additional discounts.		
Monthly Access Charge per Line	Data Usage Tiers (MBs)	Price/MB
\$0.75*	<100 MB	\$ 5.50
	100-199 MB	\$ 4.00
	200-299 MB	\$ 3.50
	300-399 MB	\$ 3.00
	400-499 MB	\$ 2.75
	500-999 MB	\$ 2.50
	1,000+ MB	\$ 2.25
<p><b>Note:</b> Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. Current data coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a>. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Billing system limitations may require lines to be set up on multiple billing accounts. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs (For example, data usage in the 100MB-199MB tier will be rated between 102,400KB and 204,800KB). Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. *Customer must maintain a minimum of 200 M2M Lines on this plan otherwise all usage on the plan will be charged at \$5.50 per MB.</p>		

## ADDITIONAL WIRELESS SERVICES

Calling Features			
Calling Plan Features are not eligible for any additional discounts			
<b>Included Features</b> (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messengert†, and 411 ConnectSM† (Airtime and other charges may apply.)		
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.			
<b>TXT Messaging &amp; Enhanced TXT Messaging<sup>3</sup></b>	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)
	\$10.00 (Unlimited TXT/PIX/FLIX msgs. included)		
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address		
<b>Enhanced TXT Downloads<sup>3</sup></b>	\$0.99 per Monophonic TXT Download		\$1.99 per Polyphonic or Graphic TXT Download
<b>Get Pix - Picture Messaging<sup>4</sup></b>	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)
	\$0.25 per additional message		
<b>Mobile Web by VZW with MSN<sup>5</sup></b>	<p>\$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</p> <p style="text-align: right;">\$6.95 (100 Included Messages)/ \$8.95 (200 Included Messages)/ \$12.95 (600 Included Messages)</p>		
<b>GSM International Roaming<sup>6</sup> Global Phone</b>	Zone 1 Countries		\$0.69/ minute
	Zone 2 Countries		\$1.99/ minute
<b>Verizon Wireless International Long Distance Value Plan</b>		\$3.99 plus applicable airtime and long distance charges	
<b>Mobile Unified Communications</b>		\$7.00 per month per user. Downloaded through VCAST Apps Storefront. Select Smartphone devices only.	
<p>Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. <sup>2</sup>Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. <sup>3</sup>TXT Messaging terms and conditions apply. <sup>4</sup>Get Pix terms and conditions apply. <sup>5</sup>Mobile Web terms and conditions apply. <sup>6</sup>Global Phone terms and conditions apply and require the Global Phone handset. Please contact your Verizon Wireless representative for the most current offer.</p>			
<b>Navigator</b>	\$9.99 Monthly plus airtime charges (airtime charges are incurred during downloading, rerouting, and point of interest lookup).		

VZ Navigator is a downloadable Get It Now application (located under get GOING) allowing Customers to get audible turn-by-turn directions, find nearby points of interest, and map their location on select handsets. VZ Navigator uses the Location Based Services (LBS) platform.

VZ Navigator is only available on new LBS Compatible Handsets

<[http://www.getitnow.vzwshop.com/index.aspx?id=news\\_going\\_details&appId=4754&bhcp=1](http://www.getitnow.vzwshop.com/index.aspx?id=news_going_details&appId=4754&bhcp=1)>

VZ Navigator is available while Customers are on the National Enhanced Services Rate and Coverage Area. VZ Navigator is not available while roaming. VZ Navigator uses GPS, which has variable degrees of accuracy. Margin of error will vary based upon location, visibility to satellites, atmospheric conditions and other factors. For this reason, Verizon Wireless is unable to make any guarantees or representations regarding the accuracy of VZ Navigator.

### Government Secure Service Calling Plans

"Asynchronous Data" for secure calling is a required feature. It provides circuit-switched voice and data coverage over the Verizon Wireless CDMA Network. This feature is available on QSec@-800 and QSec@-2700 phones.

\$5.00 monthly access Charge

**QSec@-800 Available Area:** Service is available in CDMA 800 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz Digital Service Area. Nationwide activation with local phone numbers.

**QSec@-2700 Available Area:** Service is available in CDMA 800 MHz and 1900 MHz Digital Service Areas only. Security Features are only available in Verizon Wireless' CDMA 800 MHz and 1900 MHz National Access Service Area. Nationwide activation with local phone numbers.

**Notes:** Use of the service is subject to the terms and conditions of the Service Agreement. Verizon Wireless may make changes to the Service Agreement and or the Calling Plan, including, without limitation, changes to content, rates, business practices and policies at any time in accordance with the terms and conditions in the agreement. NSA approved and Verizon Wireless certified Type I secure wireless device required. Activation of government secure devices is available only to authorized users. SIP server provisioning may be required. Networks not available in all areas. Coverage, service and offers not available in all areas.

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

### Wireless Priority Service (WPS)

Discounted Monthly Access Fee	\$0.00
Discounted Feature Initiation Charge	\$0.00
Per Minute of Use Charge	\$0.75

**NOTE:** Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the \$0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

## Verizon Wireless Field Force Manager

Optional Feature Access Charge – Basic*	\$23.99
Optional Feature Access Charge – Premium	\$39.99
<b>NOTE:</b> *Optional Features may be added onto an eligible calling plan with a monthly access Charge of \$34.99 or higher. <b>Field Force Manager:</b> By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Charge and its use is subject to the Unlimited VZAccess terms and conditions.	

The following rate plans have been grandfathered for future service activations. Any existing customer on one of these grandfathered rate plans may remain on the service plan.

### America's Choice<sup>SM</sup> Calling Plans: Federal Supply Schedule Price

A discount has been applied and these plans are not eligible for any further discounts.									
Standard Monthly Access Charge	\$28.34	\$32.39	\$40.49	\$48.59	\$64.79	\$80.99	\$121.49	\$161.99	\$242.99
Home Airtime Minutes	300	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate†	Included (for Domestic calls made within the 50 States)								
Roaming Airtime Rate†	\$0.69 per minute (includes Domestic long distance charges)								

### America's Choice<sup>SM</sup> with Push to Talk Calling Plans: Federal Supply Schedule Price

Standard Monthly Access Charge with Push to Talk*	\$48.59	\$56.69	\$64.79	\$80.99	\$97.19	\$137.69	\$178.19	\$259.19
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate over allowance	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate†	Included							
Roaming Airtime Rate††	\$0.69 per minute							
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.								

### America's Choice<sup>SM</sup> Business SharePlan with Push to Talk: Federal Supply Schedule Price

Standard Monthly Access Charge with Push to Talk*	\$52.64	\$68.84	\$85.04	\$101.24	\$141.74
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN Calling minutes†	1000				
Per Minute Rate (over allowance)	\$0.25 per minute				
Unlimited Nights and Weekends††	Included				
Verizon Wireless Long Distance Rate	Included				
Roaming Airtime Rate †††	\$0.69 per minute				
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

### National SingleRate Calling Plans: Federal Supply Schedule Price

A discount has been applied and these plans are not eligible for any further discounts.							
Discounted Monthly Access Charge	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate	Included throughout the 50 States (\$0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 states)						
<b>NOTE:</b> See attached Calling Plan and Feature Details for important information about calling plans, features and options.							

### Verizon Wireless Fleet Administrator<sup>SM</sup>

A discount has already been applied as indicated herein and is not eligible for any further discount.	
Monthly Access Charge	\$38.99
Monthly Data Allowance	2 MB
Overage Rate Per KB	\$0.015
<b>Note:</b> Fleet Administrator - Billing period begins 2 days after ordering service. Requires Fleet Administrator approved Equipment installed by Verizon Wireless or its agent. Customer must provide additional information to facilitate installation via the Verizon Wireless Fleet Administrator webpage. Customer must provide access to vehicles for purpose of installation/deinstallation of devices. After hours installation may be subject to an additional fee. Customer consents to the tracking of vehicles and must obtain any necessary consent to tracking from vehicle drivers and passengers. Customer agrees not to tamper with or remove or replace the devices after installation. No guarantee of accuracy of location information. Internet access required. Customer must install Fleet Administrator desktop software.	

### Push to Talk Unlimited Calling Plan

A discount has been applied and this plan is not eligible for any further discounts.	
Monthly Access Charge	\$32.39 (Unlimited One to One and Group Calling)
Regular Cellular Voice Allowance †	N/A
<b>Notes:</b> Current Push to Talk coverage details can be found at <a href="http://www.verizonwireless.com">www.verizonwireless.com</a> . See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Regular incoming cellular voice calls are restricted and regular outgoing cellular voice calls are limited to calls to 611 and 911 which may be placed anywhere in the America's Choice Rate and Coverage Area.	

### VZEmail Calling Plans (PDA/Smartphone and BlackBerry Solution)

A discount has been applied and this plan is not eligible for any further discounts.			
	<b>PDA / Smartphone / BlackBerry Solution</b>		<b>GlobalEmail*</b>
Monthly Access Charge	\$29.99	\$40.49	\$56.69
Optional Feature Access Fee <sup>††</sup>	\$24.99	\$35.99	\$51.99
MB Allowance	10 MB	Unlimited	Unlimited <sup>**</sup>
Overage Rate Per KB	\$0.005	n/a	n/a
Wireless Sync or BlackBerry Solution	Included		
National-Access Roaming (International)	\$0.002 per kilobyte (Canada)		\$0.030 per kilobyte (beyond tier 1 countries)
Home Airtime Rate <sup>†††</sup>	\$0.25 per minute		
Domestic Long Distance <sup>#</sup>	Included		

**Notes:** Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at [www.verizonwireless.com](http://www.verizonwireless.com). See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Optional Features may be added onto an eligible calling plan with a monthly access Charge of \$34.99 or higher. PDA/Smartphone Subscribers may also choose a \$0.00 access fee feature with 0MB and \$0.15 per KB coverage (Wireless Sync not included, but can be added for \$5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice airtime and domestic long distance. ††Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. \*GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee \$0.002 per KB/ Canada, \$0.020 per KB/ Western Europe, \$0.030 per KB/ rest of the world. \*\*GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit [www.VerizonWireless.com](http://www.VerizonWireless.com) for country tiers and listings.

### NationalAccess Telemetry Plan

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

**Notes:** <sup>1</sup>On-Net rates apply when off Verizon Wireless' NationalAccess, but still on Verizon Wireless' digital and/or analog network, subject to device capabilities. \*Megabyte allowance and overage rate per kilobyte apply on Verizon Wireless' NationalAccess only, subject to device capabilities. For current NationalAccess service area, visit the web at [www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp](http://www.verizonwireless.com/b2c/mobileoptions/nationalaccess/index.jsp). †Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and in Canada; long distance charges will apply when making or receiving calls outside the United States. Customer must maintain a minimum of five (5) active properly enrolled and coded, active and billable Government Subscriber Units in order to qualify for Telemetry Pricing and/or Monthly Access Fee Discounts. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with the calling plan selected. NationalAccess data usage is rounded to the next full kilobyte at the end of each bill cycle. Only total of kilobytes transmitted each billing cycle will appear on the bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours); Customer is responsible for all charges, including all data sent and received and "overhead" whether or not your company or its recipients actually receive data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

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

### Digital Minutes of Use Telemetry Plan - Option 1

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

### Digital Minutes of Use Telemetry Plan - Option 2

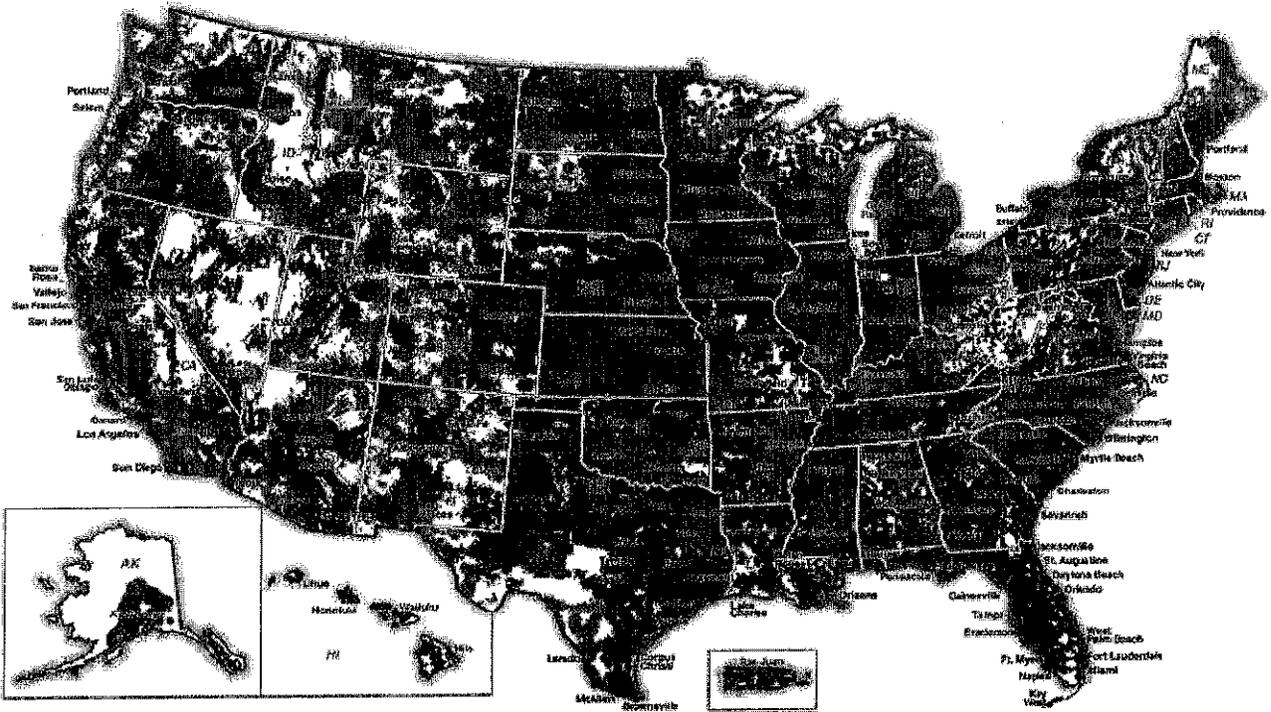
Telemetry Units <sup>2</sup>	Monthly Access Fee	On-Net Off Peak Allowance	On-Net Rate Per Minute <sup>1</sup> (Peak/Off-Peak)	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	On-Net Long Distance Rate per Minute (Peak/Off-Peak)

10,000 +	\$ 7.00	60 Minutes	\$0.45 Peak/\$0.20 Off-Peak	\$0.69	\$0.20
<p><b>Note:</b> <sup>1</sup>On-Net rates apply when on Verizon Wireless' digital and analog network only, subject to device capabilities. Roaming and toll charges may apply when making and receiving calls. <sup>2</sup>The fixed monthly access fees for Digital Minutes of Use Plans are based on the total number of Customer's Telemetry Units but are not subject to further access fee discounts based on Customer's Telemetry Attainment Tier. Available to Corporate Subscribers only. Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer \$10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.</p>					

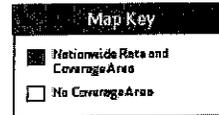
<b>Public Safety Unlimited NationalAccess Data Plan</b>	
A discount has been applied and this plan is not eligible for any further discounts.	
<b>Monthly Access Charge</b>	\$45.00
<b>NationalAccess Allowance</b>	Unlimited
<b>Home Airtime Per Minute Rate (for data usage off the NationalAccess network and voice usage)</b>	\$0.25
<b>Roaming Airtime Per Minute Rate (for data usage off the NationalAccess network and voice usage)</b>	\$0.69
<b>Verizon Wireless Domestic Long Distance Rate</b>	Included
<p>Note: Roaming, toll, and long distance charges may apply when making and receiving call from off the America's Choice home airtime rate area and Canada. You will see 777-000-0001 in dialed digits column of bill for NationalAccess data sessions only. NationalAccess data sessions automatically terminate after two (2) hours of inactivity, unless user has a Mobile IP (MIP) capable device, then the NationalAccess data sessions will need to be reinitiated after 24 hours (actual timeout will be set to 23:55 hours). The Public Safety NationalAccess plan may only be used with wireless devices for public safety applications. Examples of such public safety applications are NLETS, TBIS, CAD, NCIC, short messaging and RMS as well as other transmission services such as in-house GPS, bar code reading, sending of still digital pictures, and wireless dispatch</p>	

# Nationwide and National Mobile to Mobile Calling

Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



**Important Map Information:**  
 This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather, that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers; some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See [verizonwireless.com/coveragelocator](http://verizonwireless.com/coveragelocator) for additional coverage information.



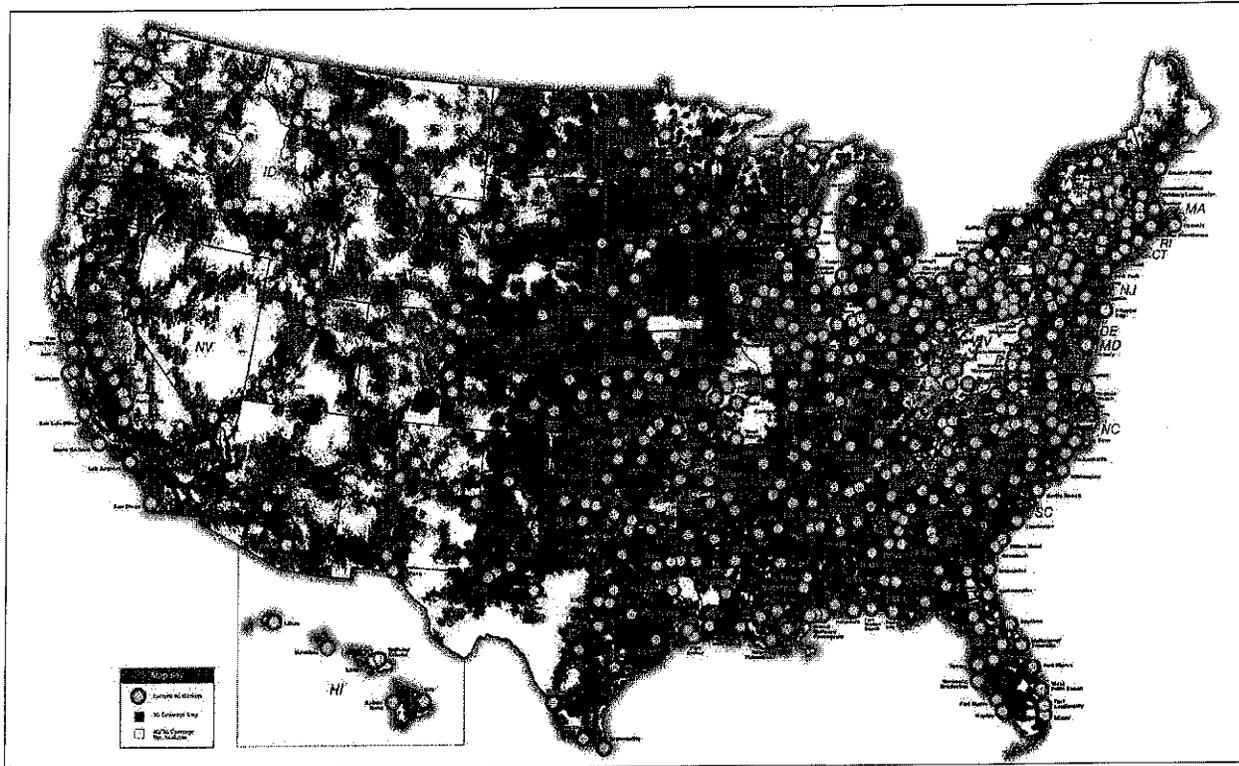
NR1013 4/2013

Network details @ [coverage.maps.at.vzw.com](http://coverage.maps.at.vzw.com). © 2013 Verizon Wireless.

Coverage Map

# THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.

Available in over 400 cities nationwide.



## 4G Markets and 3G Data Coverage Map

For an airport list and the most up-to-date list of 4G markets, visit [verizonwireless.com/4GLTE](http://verizonwireless.com/4GLTE)

### Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See [verizonwireless.com/coverage](http://verizonwireless.com/coverage) locator for additional information.

## Surcharges & Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

### **Federal Universal Service Charge**

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – January 1, 2013 is 3.79% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 16.1%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

### **Regulatory Charge**

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.16 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at [www.fcc.gov](http://www.fcc.gov).

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

## Verizon Wireless Terms and Conditions

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

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

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

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

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

### Verizon Wireless Calling Plan Included Features

Call Waiting <sup>1,6</sup>	Three Way Calling <sup>1,6</sup>
Call Forwarding <sup>6</sup>	No Answer/ Busy Transfer <sup>6</sup>
Caller ID <sup>2,6</sup>	Basic Voice Mail <sup>3,6</sup>
411 Connect <sup>sm</sup> <sup>4,6</sup> (Directory Assistance)	Basic TTXt Messaging <sup>5</sup>

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

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

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

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

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

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

**Push to Talk:** Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk

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

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

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

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

**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](http://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.

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

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

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

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

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

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

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

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

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

## VZAccess and VZEmail (Mobile Broadband & Data Services)

**VZAccess and VZEmail Calling Plans and Features:** VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on [www.verizonwireless.com](http://www.verizonwireless.com). VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net<sup>SM</sup> or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit [www.verizonwireless.com](http://www.verizonwireless.com). All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned

off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

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

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

**Unlimited VZAccess and VZEmail:** NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

**VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)):** Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

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

**GlobalAccess:** Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must

safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

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

## Share Option

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

**America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers:** (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

## Information for Ordering Activities:

### 1. LIABILITY FOR INJURY OR DAMAGE

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

### 2. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

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

Block 30: Type of Contractor - C. Large Business\_\_\_\_\_

Block 31: Woman-Owned Small Business - No\_\_\_\_\_

Block 36: Contractor's Taxpayer Identification Number (TIN): 223372889\_\_\_\_\_

2a. CAGE Code: 1HWU7\_\_\_\_\_

2b. Contractor has registered with the Central Contractor Registration Database.

### 3. FOB Destination

### 4. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-53</u>	<u>5</u> Days
_____	_____ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

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

- Prompt Payment: NONE\_\_\_% - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.
- Quantity NONE
- Dollar Volume NONE
- Government Educational Institutions NONE
- Other NONE

### 6. Trade Agreements Act of 1979, as amended:

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

### 7. Statement Concerning Availability of Export Packing: N/A

8. Small Requirements: The minimum dollar value of orders to be issued is \$7.99.

### 9. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-53 – Wireless Services

### 10. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**11. FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

**12. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering

purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

**14. GSA Advantage!**

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

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

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

**15. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

**16. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

**17. OVERSEAS ACTIVITIES**

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

Not Applicable

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

#### **18. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

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

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

#### **19. CONTRACTOR TEAM ARRANGEMENTS**

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

#### **20. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

#### **21. SECTION 508 COMPLIANCE**

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

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

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

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

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

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

Verizon Wireless does not manufacture these products. We continue to work with our vendors and suppliers to encourage them to develop and offer solutions that will enable Verizon Wireless' products and services to be more accessible to all. Verizon Wireless will work with ordering agencies to assist in identifying their specific 508 requirements.

## **22. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

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

(b) The following statement:

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

## **23. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

## **24. SOFTWARE INTEROPERABILITY**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

## **25. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

1. ACCEPTANCE TESTING

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

2. EQUIPMENT

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

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

3. WARRANTY

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

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

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

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

4. MANAGEMENT AND OPERATIONS PRICING

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

5. TRAINING

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

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

## 6. MONTHLY REPORTS

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

Verizon Wireless will provide upon request by Ordering Activity.

## 7. WIRELESS SERVICE PLAN

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

See Pricing section

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

See Pricing section

(c) Describe government volume discounts and eligibility requirements.

See Pricing section

## USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

### PREAMBLE

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

### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

**(Sandra Nielson, Manger Supplier Diversity, 908-559-2920, [Sandra.Nielson@VerizonWireless.com](mailto:Sandra.Nielson@VerizonWireless.com))**



Rick Scott  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

John P. Miles  
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

## MOBILE COMMUNICATION SERVICES

### VERIZON CONTRACT

CONTRACT NO.: DMS-10/11-008C

*Contract 1.0*    **MOBILE COMMUNICATION SERVICES AGREEMENT**

Contents

<b>CONTRACT 1.0</b>	<b>MOBILE COMMUNICATION SERVICES AGREEMENT .....</b>	<b>2</b>
<b>CONTRACT 1.0</b>	<b>- DEFINITIONS.....</b>	<b>5</b>
1.01	BUSINESS DAY .....	5
1.02	BUSINESS HOURS .....	5
1.03	DEPARTMENT.....	5
1.04	END USER(S).....	5
1.05	EVENTS OF DEFAULT .....	5
1.06	INTERNATIONAL DIALING .....	5
1.07	ITN .....	6
1.08	SERVICE(S).....	6
1.09	SERVICE ACCOUNT.....	6
1.10	SERVICE PROVIDER.....	6
1.11	STATE .....	6
1.12	SUNCOM CLIENT(S) .....	6
<b>CONTRACT 2.0</b>	<b>- TERM OF AGREEMENT .....</b>	<b>6</b>
2.01	INITIAL TERM .....	6
2.02	RENEWAL TERM.....	6
2.03	TERMINATION BY THE DEPARTMENT FOR CONVENIENCE.....	6
2.04	TERMINATION BY SERVICE PROVIDER FOR UNFORESEEN CIRCUMSTANCES.....	6
2.05	TERMINATION FOR CAUSE.....	7
2.06	TERMINATION FOR NON-APPROPRIATION.....	7
2.07	TRANSITION AND TRANSITION SERVICES.....	7
2.08	CONTRACT DOCUMENTS.....	7
<b>CONTRACT 3.0</b>	<b>- PROVISION OF SERVICE .....</b>	<b>7</b>
3.01	GENERALLY.....	7
3.02	REPORTS .....	8
3.03	CUSTOMER CARE SERVICES .....	8
3.04	NO PRIVACY WITH END USERS OR SUNCOM CLIENTS .....	8
3.05	RIGHT TO DEACTIVATION OF UNUSED ACCOUNTS.....	8
3.06	DISCOUNTS.....	8
<b>CONTRACT 4.0</b>	<b>- PRICING.....</b>	<b>8</b>
4.01	RATES .....	8
4.02	RATE INCREASES.....	8
4.03	INTERNATIONAL DIALING CHARGES.....	9
4.04	METERING OF CALLS.....	9
4.05	METERING OF DATA USAGE .....	9
4.06	MINIMUM MONTHLY FEE (MMF) .....	9
<b>CONTRACT 5.0</b>	<b>- EQUIPMENT .....</b>	<b>9</b>
5.01	RESPONSIBILITY FOR OBTAINING EQUIPMENT .....	9
5.02	NETWORK COMPATIBILITY .....	9
5.03	EQUIPMENT LISTS AND CATALOGS.....	10
5.04	REPORTS OF END USER EQUIPMENT .....	10

<b>CONTRACT 6.0</b>	<b>- BUSINESS PROCESS AND OPERATIONS</b>	<b>10</b>
6.01	GENERALLY	10
6.02	WEEKLY CONFERENCE CALLS	10
6.03	HELPDESK	10
6.04	ESCALATION REQUIREMENTS	10
6.05	AUTHORIZED REPRESENTATIVES	11
<b>CONTRACT 7.0</b>	<b>- TERMS OF PAYMENT</b>	<b>12</b>
7.01	INVOICING OF CHARGES	12
7.02	PAYMENT OF CHARGES	12
7.03	TRANSACTION FEE	12
7.04	TAXES	12
7.05	DISPUTED CHARGES	12
7.06	PRORATION OF CHARGES	12
7.07	CHARGES RESULTING FROM LOST OR STOLEN DEVICES	13
7.08	RIGHT OF OFFSET	13
<b>CONTRACT 8.0</b>	<b>- THE DEPARTMENT'S OBLIGATIONS</b>	<b>13</b>
8.01	TRAINED STAFF	13
8.02	RESPONSIBILITY FOR ACTIONS OR OMISSIONS	13
8.03	RESPONSIBILITY FOR AGENTS	13
8.04	NO RIGHTS TO SERVICE PROVIDER'S FACILITIES OR INTELLECTUAL PROPERTY	13
8.05	NOTICE TO END USERS AND SUNCOM CLIENTS	13
8.06	PROTECTION OF SERVICE PROVIDER MARKS	14
8.07	CUSTOMER CHOICE	14
8.08	MONITORING OF DISCRETIONARY USER UTILIZATION	14
<b>CONTRACT 9.0</b>	<b>- SERVICE PROVIDER'S OBLIGATIONS</b>	<b>14</b>
9.01	NOTICE OF MATERIAL CHANGES IN SERVICE	14
9.02	PLANNED OUTAGES	14
9.03	UNFORESEEN OUTAGES	15
9.04	DEPARTMENT TEST ACCOUNTS	15
9.05	SUNCOM CLIENT TESTING AND EVALUATION	15
9.06	SECURITY AND CONFIDENTIALITY	15
9.07	PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE)	15
9.08	PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED. SECTION 413.036(3), FLORIDA STATUTES	15
9.09	E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION	16
<b>CONTRACT 10.0</b>	<b>- ABUSIVE OR FRAUDULENT USE OF THE SERVICES</b>	<b>16</b>
10.01	FRAUD	16
10.02	MINIMIZE ABUSE	16
10.03	SUSPECTED ABUSE OR FRAUDULENT	16
10.04	FRAUDULENT USE OF SERVICES	16
10.05	DAMAGES RESULTING FROM ANY UNAUTHORIZED USE	16
10.06	INTERRUPT OR TERMINATE SERVICE	16
<b>CONTRACT 11.0</b>	<b>- NO WARRANTIES</b>	<b>17</b>
<b>CONTRACT 12.0</b>	<b>- LIMITATIONS OF LIABILITY</b>	<b>17</b>
<b>CONTRACT 13.0</b>	<b>- INDEMNIFICATION</b>	<b>18</b>
13.01	INDEMNIFICATION	18
13.02	CONDITIONS TO INDEMNIFICATION	18

<b>CONTRACT 14.0 - DISPUTES.....</b>	<b>18</b>
<b>CONTRACT 15.0 - MISCELLANEOUS.....</b>	<b>19</b>
15.01 SCRUTINIZED COMPANIES LISTS .....	19
15.02 ANNUAL APPROPRIATIONS .....	19
15.03 WAIVER.....	19
15.04 PUBLIC RECORDS .....	19
15.05 CONTRACTUAL OBLIGATIONS .....	19
15.06 NO SUBCONTRACTING .....	19
15.07 NOTICES .....	19
15.08 FORCE MAJEURE .....	20
15.09 ETHICAL RESPONSIBILITIES .....	20
15.10 COMPLIANCE WITH LAWS .....	20
15.11 E-RATE.....	21
15.12 ADVERTISING .....	23
15.13 ASSIGNMENT .....	23
15.14 EMPLOYEES, SUBCONTRACTORS, AND AGENTS .....	23
15.15 GOVERNMENTAL RESTRICTIONS.....	23
15.16 LOBBYING AND INTEGRITY .....	23
15.17 WARRANTY OF ABILITY TO PERFORM .....	24
15.18 MODIFICATION OF TERMS .....	24
15.19 *FHP AND ASSOCIATED OR SIMILAR NUMBER .....	24
15.20 SUCCESSORS AND ASSIGNS .....	25
15.21 EXECUTION IN COUNTERPARTS .....	25
15.22 SEVERABILITY .....	25

**Attachments:**

- Exhibit 1 - Technical Requirements
- Exhibit 2 - Business Process & Operation
- Exhibit 3 - Pricing
- Exhibit 4 - Enhanced Services and Solutions
- Exhibit 5 - SLA Matrix
- Exhibit 6 - Contract No.: 03-STO-ITN-001 (MA4974) and Contract No: 725-330-05-1
- Exhibit 7 - Discounts
- Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

## MOBILE COMMUNICATION SERVICES AGREEMENT

THIS MOBILE COMMUNICATION SERVICES AGREEMENT ("Agreement"), effective as of the last date signed below (the "Effective Date"), is between the Florida Department of Management Services, a State agency with its principal place of business at 4050 Esplanade Way, Suite 200, Tallahassee, FL 32399-0950 (the "Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Celco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097 ("Service Provider").

WHEREAS, Service Provider provides wireless voice and data services in certain areas of Florida; and

WHEREAS, the Department issued Invitation to Negotiate #10/11-008 ("ITN"), on September 2, 2010, in order to select a company to provide such services; and

WHEREAS, the ITN process resulted in Verizon Wireless receiving a pricing score of 46, a technical score of 45.6, and a total score of 91.6, AT&T Mobility receiving a pricing score of 23, a technical score of 40.2 and a total score of 63.2, and Sprint receiving a pricing score of 21, a technical score of 39, and a total score of 60; and

WHEREAS, although Verizon Wireless received the highest score of the responsive vendors, was the highest ranked service provider, the Department believes it is in the best interest of the State to include AT&T Mobility and Sprint as authorized service providers to ensure perpetual competition, and to permit agencies to choose the service provider that provides the best value to the State.

NOW THEREFORE, in consideration of the mutual covenants and the promises contained herein, the parties agree as follows:

### *Contract 1.0 - DEFINITIONS*

- 1.01 **Business Day**: Means Monday through Friday, excluding State-observed holidays.
- 1.02 **Business Hours**: Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.
- 1.03 **Department**: Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.
- 1.04 **End User(s)**: Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 - Technical Requirements**.
- 1.05 **Events of Default**: Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.
- 1.06 **International Dialing**: Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

- 1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.
- 1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**; (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.
- 1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.
- 1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.
- 1.11 **State:** Means the State of Florida.
- 1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

## ***Contract 2.0 - TERM OF AGREEMENT***

- 2.01 **Initial Term**  
The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date, unless sooner terminated in accordance with the provisions herein.
- 2.02 **Renewal Term**  
Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 2.03 **Termination By the Department for Convenience**  
The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.
- 2.04 **Termination By Service Provider for Unforeseen Circumstances**  
The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

event of a termination for unforeseen circumstances, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

**2.05 Termination for Cause**

This Agreement may be terminated upon an Event of Default by either party if such Event of Default is not cured by the defaulting party within thirty (30) days of receipt of written notice of the Event of Default. The non-defaulting party shall have the immediate right, without further notice or proceedings, to pursue such remedies and other actions as that party may deem appropriate under Florida law.

**2.06 Termination for Non-Appropriation**

The state of Florida's performance and obligation to pay under this Contract is contingent upon annual appropriation by the Legislature. Either party may terminate this Agreement in the event the Legislature does not appropriate sufficient funds to cover the Department's obligations hereunder.

**2.07 Transition and Transition Services**

Service Provider will have a period of eight (8) months from the date of execution of this Contract, in accordance with Section 5.02 of the ITN, to complete all transition activities as described in Exhibit 2, Business Process & Operations, and to commence providing the services as specified herein (the "Transition Period").

The Transition Period contract processes and requirements are different from those processes and requirements that will govern after the Transition Period ends. As such, it is the desire of the parties that, for only the Transition Period, the operational terms and conditions contained in the earlier agreements between the parties for Wireless Data Services, Contract No.: 03-STO-ITN-001 (MA4974) and Wireless Voice Services, Contract No.: 725-330-05-1, will apply to this Contract. Those operations terms and conditions are hereby incorporated into this agreement as Exhibit 6.

Upon any termination of this Agreement, Service Provider shall cooperate and use reasonable efforts to (i) assist the Department and SUNCOM Clients to minimize any impacts resulting from the termination and any transition to a new vendor; and (ii) offer the Services directly to any SUNCOM Client or End User who meets Service Provider's credit requirements and who enters into a contract for service with Service Provider.

**2.08 Contract Documents**

This Contract, together with the following documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of the Contract shall control. If a conflict exists among any of these documents, the documents shall have priority in the order listed:

- A. Any Amendments to the Contract.
- B. Contract and Exhibits 1 - 8.
- C. ITN No.: DMS-10/11-008, as amended.

***Contract 3.0 - PROVISION OF SERVICE***

**3.01 Generally**

Service Provider agrees to provide the Services in accordance with the specifications and requirements set forth in this Agreement.

**3.02 Reports**

The Service Provider shall provide monitoring tools with reporting functionality, if available, to the Department which monitors the defined SLA service parameters in accordance with **Exhibit 5**.

The reports referenced in **Exhibit 1**, **Exhibit 2**, and **Exhibit 5** (SLA Matrix) shall be provided by the Service Provider. The Service Provider shall submit reports in electronic format to the Department. The reports shall be due within a timeframe mutually agreed upon between the parties or no later than 30 days following the request from the Department. Any additional ad hoc reports requested by the Department shall be provided by the Service Provider upon mutual agreement of the format and within a timeframe mutually agreed upon between the parties.

**3.03 Customer Care Services**

Service Provider's technical support resources (call centers, website, etc.) shall be available to End Users and SUNCOM Clients for resolution of most Service-related issues. In addition, the Department and SUNCOM Clients will have access to a technical support desk as set forth in Section 6.03 below.

**3.04 No Privity With End Users or SUNCOM Clients**

Unless otherwise provided in this Agreement, Service Provider has no obligations to the End Users or SUNCOM Clients for the resolution of billing and account issues relating to the Service and shall not be authorized to send any bills for the Service to such End Users or SUNCOM Clients.

**3.05 Right to Deactivation of Unused Accounts**

The parties will cooperate to ensure that End User accounts do not lie dormant for extended periods of time (six months or more). Service Provider shall not deactivate such accounts until the Department has been given at least sixty (60) days to investigate and notify the SUNCOM Client. If circumstances warrant, the Department may require Service Provider to postpone the planned deactivation for some identified period of time.

**3.06 Discounts**

See **Exhibit 7** for details regarding discounts available to SUNCOM Clients, employees and retirees. Other terms and conditions of this Agreement do not apply to **Exhibit 7**.

***Contract 4.0- PRICING***

**4.01 Rates**

The full and complete prices for the Services are set forth on **Exhibit 3**, attached hereto.

**4.02 Rate Increases**

The rates set forth on **Exhibit 3** may not increase prior to January 1, 2014. Beginning January 1, 2014, Service Provider may increase the pricing subject to the following limitations: (i) the Department must be given at least one hundred eighty (180) days advance written notice of the exact amount of the price increase; (ii) no more than one price increase may be made in any twelve (12) month period; and (iii) the price increase may not exceed the most recent annual percentage increase in Consumer Price Index (CPI-W) for Urban Wage Earners and Clerical Workers, All Items, South Region (using the most recent twelve months of Labor Department statistics available at the time the notice was given). No retroactive price increases are allowed.

4.03 International Dialing Charges

Unless otherwise instructed by the Department, Service Provider shall not enable International Dialing ("IDIAL") on End Users handsets. If international calling is enabled, Service Provider may reasonably restrict availability and may charge the Department at Service Provider's standard international long distance rates, including toll charges. See definition for "International Dialing."

4.04 Metering of Calls

The length of calls is generally measured from the time the End User presses the "SEND" key and ends when the phone device disconnects from Service Provider's facilities or within one second after the End User presses the "END" key if sooner. When airtime is charged for feature use without radio airtime being used (such as Call Forwarding features), measurement is based on switch access time.

4.05 Metering of Data Usage

Service Provider monitors all data sent to and from the device which can include, Header, Payload, ICMP and retransmitted packets. Billable data is determined by data mediation which accounts for the specifics of the End Users rate plan. Data can be billed in kbps, mbps and Gbps depending on the End User specific rate plan. Billing will round up to the next kbps, mbps or Gbps specific to the End User rate plan. Branded/Package/Premium services may include unlimited usage for specific data use in which byte counts for the allowed unlimited data would be removed from the total byte count during data mediation.

4.06 Minimum Monthly Fee (MMF)

Every SUNCOM Client's Service Account will incur a minimum monthly charge (as set in **Exhibit 3 - Price**) unless the Service Account's utilization cost exceeds the Minimum Monthly Fee's amount.

***Contract 5.0 - EQUIPMENT***

5.01 Responsibility for Obtaining Equipment

SUNCOM Clients and End Users shall be responsible for obtaining the equipment necessary to use the Services from Service Provider or third parties. The Department may impose reasonable policies respecting such equipment.

5.02 Network Compatibility

Pursuant to this Agreement, Service Provider agrees to offer equipment (including accessories) to SUNCOM Clients on the following basis:

- (i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.
- (ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).
- (iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.
- (iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

orders be placed through a designated account executive or toll-free number).

- (v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.
- (vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.
- (vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**5.03 Equipment Lists and Catalogs**

The parties will cooperate in updating the equipment lists and catalogs set forth in Service Provider's response to the ITN. These updated lists and catalogs (with applicable pricing) shall be made available for viewing and ordering by SUNCOM Clients in accordance with **Exhibit 2 – Business Process and Operation**. Service Provider shall provide the Department with reasonable advanced notice (i.e., prior to the effective date) of any equipment included in the lists and catalogs which will be discontinued.

**5.04 Reports of End User Equipment**

To Be Provided To The Department. Service Provider will provide the Department with monthly reports as described in **Exhibit 2 – Business Process and Operation**.

***Contract 6.0 - BUSINESS PROCESS AND OPERATIONS***

**6.01 Generally**

The initial business processes and operational requirements applicable to this Agreement are set forth on **Exhibit 2 – Business Process and Operation**. The parties shall cooperate to make reasonable clarifications, modifications, additions or deletions to these requirements from time to time based on changing circumstances and/or the desire for better efficiencies. By the end of the Development and Preparation Phase contemplated in **Exhibit 2 – Business Process and Operation**, the parties will organize and set forth the requirements in a comprehensive Operational Guide which each party will follow in good faith. Changes in the Operational Guide may be accomplished and implemented by mutual agreement without a formal amendment to the Agreement.

**6.02 Weekly Conference Calls**

Service Provider shall participate in a weekly conference call with the Department to discuss and provide status on all open or unresolved issues related to the Services (including trouble tickets). It shall be the responsibility of Service Provider to coordinate and initiate the call at a time acceptable to the Department's staff. At the Department's discretion, the call frequency may be modified.

**6.03 Helpdesk**

To address issues relating to the Service or this Agreement that are beyond the expertise of Service Provider's standard customer care resources, Service Provider shall provide a centralized trouble reporting and maintenance system ("HelpDesk") for use by the Department and SUNCOM Clients.

**6.04 Escalation Requirements**

Service Provider's escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being resolved in a timely manner shall include names, titles, and phone numbers of contacts in Service Provider's escalation chain.

**6.05 Authorized Representatives**

Immediately upon execution of this Agreement, Service Provider shall notify the Department of its authorized representatives for purposes of giving and receiving the notices provided for under this Section 6.0 and any other Service orders, including those which involve the activation, change, or discontinuance of Service.

The Department's authorized representatives are as follows:

**A. Contract Administrator**

The employee primarily responsible for administrative duties relating to the Agreement, such as maintaining the Contract file and financial information on this Contract, and will serve as the liaison with the Contractor's Contract Manager and Department.

Christina Espinosa, FCCN, FCCM  
Purchasing Analyst  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 380.9z  
Telephone: (850) 410-2404

The Department may appoint a different Contract Administrator, Contract Manager and/or SUNCOM Product Manager without an amendment to the Agreement, by sending written notice to Service Provider.

**B. Contract Manager**

The employee primarily responsible for overseeing each party's performance under to the terms of this Agreement. Any communication from the Contractor to the Department relating to the Agreement shall be copied to the Contract Manager.

Jonathan Rakestraw  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Suite 115  
Tallahassee, Florida 32399-0950  
Telephone: (850) 921- 0857 / Fax: (850) 921- 5162  
E-mail: [jonathan.rakestraw@dms.myflorida.com](mailto:jonathan.rakestraw@dms.myflorida.com)

**C. SUNCOM Product Manager**

The employee primarily responsible for overseeing the technical requirements for this Agreement.

Raghib Qureshi  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Suite 125J  
Tallahassee, Florida 32399-0950  
Telephone: (850) 413-0319  
E-mail: [raghib.queshi@dms.myflorida.com](mailto:raghib.queshi@dms.myflorida.com)

## *Contract 7.0 - TERMS OF PAYMENT*

### **7.01 Invoicing of Charges**

Invoicing shall comply with the terms and conditions set forth in **Exhibit 2 (Business Operations)** attached to this Agreement.

### **7.02 Payment of Charges**

Payment shall be made in accordance with State law, including Sections 215.422 and 287.0585, Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to Service Provider due to preparation errors will result in a delay in payment. The Department is solely responsible for all charges billed under this Agreement, whether or not a SUNCOM Client has paid the Department for such charges.

### **7.03 Transaction Fee**

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which Service Provider shall pay to the State, unless exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Service Provider. If automatic deduction is not possible, Service Provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Service Provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Service Provider shall receive a credit for any Transaction Fee paid by Service Provider for the purchase of any item(s) if such item(s) are returned to Service Provider through no fault, act, or omission of Service Provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Service Provider's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring Service Provider in default and recovering re-procurement costs from Service Provider in addition to all outstanding fees. SERVICE PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT'S VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

### **7.04 Taxes**

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on Service Provider or for any taxes levied on employees' wages.

### **7.05 Disputed Charges**

Disputed charges shall be handled in the manner set forth in **Exhibit 2 - Business Process and Operation**, Section 5.07.7, attached to this Agreement and to pursuant to Section 215.422, Florida Statutes and Rule 60FF-2 Florida Administrative code.

### **7.06 Proration of Charges**

Monthly fees for billing periods of less than one month will be prorated based on the actual number of days in such periods.

**7.07 Charges Resulting from Lost or Stolen Devices**

In the event an End User's or SUNCOM Client's voice or data transmitting device ("Device") is lost, stolen, or otherwise absent from the End User's or SUNCOM Client's possession or control, the Department shall nevertheless be liable for all charges attributable to the Device until it or the End User or SUNCOM Client notifies Service Provider during Business Hours of such loss, theft, or unauthorized absence, in which case the Department's liability therefore shall terminate at the earlier of (i) deactivation of the Device by Service Provider, or (ii) the end of four (4) Business Hours after such notification is received by Service Provider. Service Provider shall use reasonable efforts, taking into account all circumstances which shall include other operational demands placed upon its employees, to deactivate Service to the Device affected as soon as practicable.

**7.08 Right of Offset**

The Department may, in addition to other remedies available at law or equity and upon notice to Service Provider, retain from amounts due Service Provider such monies as may be necessary to satisfy any claim arising under (i) this Agreement, or (ii) any other liability or obligation of Service Provider or its affiliates to the State of Florida.

***Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS***

**8.01 Trained Staff**

The Department shall provide an adequate and properly trained staff to receive and investigate any complaints from its End Users or SUNCOM Clients relating to Service, and will report any trouble to Service Provider with respect to Service only upon reasonable verification that such trouble is due to reasons other than the misuse or malfunctioning of the End User's or SUNCOM Client's equipment or the failure of such equipment to meet the technical standards for compatibility with Service.

**8.02 Responsibility for Actions or Omissions**

The Department shall be solely responsible for all costs and expenses incurred in connection with its actions or omissions in the sale of Service or otherwise relating to this Agreement. The Department shall act in all respects on its own account, and shall be solely responsible for such things as billing, collection and, except as provided in Section 11 and Exhibit 1 - **Technical Requirements**, abuse or fraudulent use of any element of the Service, whether by the Department's employees or agents of the Department, an End User or a SUNCOM Client, or any third party (excepting only actions by Service Provider, Service Provider's agent or Service Provider's employees), provided Service Provider has followed the Department's instructions under this Agreement with respect to such use.

**8.03 Responsibility for Agents**

The Department is responsible for the performance of its agents, if any, and shall ensure that its agents are in compliance with any applicable terms of this Agreement and any other applicable industry standards, rules and regulations.

**8.04 No Rights to Service Provider's Facilities or Intellectual Property**

No provision of this Agreement shall be construed as vesting in the Department any control, ownership or rights in any facilities, operations or intellectual property of Service Provider.

**8.05 Notice to End Users and SUNCOM Clients**

The parties will cooperate in advising each End User and SUNCOM Client of the following:

- (i) The availability of the Service is not assured at all times or places;
- (ii) The privacy of the Service is not assured at all times or places;
- (iii) End Users and SUNCOM Clients have no contractual relationship with Service Provider with respect to the Service; and
- (iv) Any liability Service Provider might have to an End User or a SUNCOM Client for the Service shall not exceed the liability Service Provider would have if the End User or SUNCOM Client was a direct customer of Service Provider and had agreed to Service Provider's standard terms and conditions.

The above notice requirements may be satisfied by a reasonably placed posting on the Department's SUNCOM website.

**8.06 Protection of Service Provider Marks**

The Department recognizes the right, title, and/or interest of Service Provider (through ownership or license) to all service marks, trademarks, and trade names owned by or used by Service Provider (the "Marks"). The Department agrees not to, directly or indirectly, contest or otherwise impair such right, title, and interest of Service Provider. The Department has no rights, and shall not acquire any right, title or claim to the Marks, shall not use any Marks, and shall not use Service Provider or any trademarks or trade names of Service Provider, directly or indirectly, without the prior written consent of Service Provider.

**8.07 Customer Choice**

Pursuant to chapter 287, Florida Statutes, the Department engaged in a lengthy competitive bidding process to determine which solution offered the best value to the State of Florida. At the conclusion of the competitive bidding process, Verizon Wireless received the highest ranking on both the price and technical components of the ITN. See Exhibit 8. Pursuant to this Agreement, agencies are permitted to choose between the three vendors on the Agreement when making mobile communication purchases. However, agencies should follow their best practices in making the purchase decision, incorporating objective factors that include, but are not limited to, price, quality, design and workmanship.

**8.08 Monitoring of Discretionary User Utilization**

The Department shall monitor, on a quarterly basis, cumulative utilization of all the agreements resulting from the ITN by all users other than State Agencies (generally referred to as Discretionary Users). Service Provider shall make a good faith effort to promote the services as prescribed in the ITN. However, if utilization of all the agreements resulting from the ITN by Discretionary Users decreases by 10% or more cumulatively as verified by a joint study, the Department shall consider revising this Agreement to prevent the loss of Discretionary Users.

***Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS***

**9.01 Notice of Material Changes in Service**

Service Provider agrees to provide timely and reasonably detailed notice to the Department (based on circumstances present) of any material changes in Service of either a permanent or temporary nature.

**9.02 Planned Outages**

The Service Provider, over the wireless network, shall send a popup, text message, or other type communication which informs the end customer of the anticipated outage including date, time, and duration.

**9.03 Unforeseen Outages**

A notification mechanism shall send a notification to the Department communicating the wireless services may not be available in a generalized area with an estimated time for service restoration.

**9.04 Department Test Accounts**

Service Provider shall furnish up to ten (10) voice and up to ten (10) data (including equipment, voice airtime, and data transmit) wireless devices for use by the Department as test accounts. The test accounts shall be used to perform evaluation testing for the life of the awarded contract. The test accounts and devices shall be furnished at no cost.

**9.05 SUNCOM Client Testing and Evaluation**

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment, including airtime, for the purposes of testing and evaluation at no additional cost.

**9.06 Security and Confidentiality**

- A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.
- B. The Service Provider (and any person or entity obtaining information through Service Provider) shall not divulge to any third parties any confidential information obtained by Service Provider or its agents, subcontractors or employees in the course of performing the Services. Such confidential information shall include but not be limited to, End User phone numbers, usage records, location information and other forms of identification of End User, security procedures, business operations information, or commercial proprietary information of the State, the Department, a SUNCOM Client or an End User. The Service Provider shall not be required to keep confidential any information or material that is publicly available through no fault of Service Provider, material that Service Provider developed independently without relying on the State's or SUNCOM Client's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, Service Provider shall take appropriate steps as to its personnel, agents, and subcontractors. The terms of this paragraph shall survive the termination of this Agreement.

**9.07 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)**

Section 946.515(2), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Agreement shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in sections 946.515(2) and (4) of the Florida Statutes; and for purposes of the Agreement the person, firm, or other business entity carrying out the provisions of the Agreement shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**9.08 Products Available from the Blind or Other Handicapped. Section 413.036(3), Florida Statutes**

Section 413.036(3), Florida Statutes, requires the following statement to be included in this Agreement: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the

person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**9.09 E-Verify Employment Eligibility Verification**

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

***Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES***

**10.01 Fraud**

If Service Provider reasonably suspects that any Service is being abused or used for fraudulent purposes, Service Provider reserves the right to terminate such Service to the End User immediately. In those instances, the Department shall have no liability for abuse or fraudulent use charges incurred after Service Provider's suspicion occurred. Service Provider shall use reasonable efforts during Business Hours to provide advance notice of termination of Service.

**10.02 Minimize Abuse**

The Department agrees to (i) make good faith efforts to minimize abuse or fraudulent use, (ii) promptly report any suspected abuse or fraudulent use to Service Provider, and (iii) cooperate in any investigation or prosecution initiated by Service Provider. Service Provider may require the Department to cancel the right to use Service by any of its End Users or SUNCOM Clients abusing or fraudulently marketing or using Service.

**10.03 Suspected Abuse or Fraudulent**

If Service Provider gives the Department notice of suspected abuse or fraudulent use prior to termination of Service, the Department shall be liable for all abuse or fraudulent charges, costs or damages incurred more than twenty-four (24) hours (or such shorter period as Service Provider specified) after Service Provider provides such notice, unless the Department has instructed Service Provider in writing to terminate Service within twenty-four (24) hours (or such shorter period as Service Provider specifies) of receiving Service Provider notice.

**10.04 Fraudulent Use of Services**

If the Department at any time suspects that any Service may be, has been or is being used for abuse or fraudulent purposes, the Department shall be liable for all costs or charges incurred until four (4) Business Hours after the Department notifies Service Provider to terminate Service under Section 2.05.

**10.05 Damages Resulting From Any Unauthorized Use**

Any charges, costs or damages resulting from any unauthorized use of Service that were not caused by the actions or inactions of the Department, or an End User shall be the liability of Service Provider.

**10.06 Interrupt or Terminate Service**

Upon notice to Department, Service Provider may interrupt or terminate Service if Service Provider determines that the End User's use of the Service infringes intellectual property rights.

*Contract 11.0 - NO WARRANTIES*

SERVICE PROVIDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF ANY NATURE RELATING WHATSOEVER TO THE SERVICE, SOFTWARE OR ANY EQUIPMENT PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

TO THE EXTENT SERVICE PROVIDER PROVIDES ACCESS TO INFORMATION PROVIDED BY OTHER SOURCES, SERVICE PROVIDER ACCEPTS NO LIABILITY FOR AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONTENT THEREOF.

*Contract 12.0 - LIMITATIONS OF LIABILITY*

SERVICE PROVIDER'S LIABILITY FOR DAMAGES OR COSTS ARISING FROM ERRORS, OUTAGES, OR FAILURES OF SERVICE, LACK OF SECURITY IN USE OF SERVICE, OR DEFECTS OR MALFUNCTIONS OF THE FACILITIES, OCCURRING IN THE COURSE OF PERFORMING UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR SUCH CLAIM, SHALL IN ANY EVENT BE LIMITED TO AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE DEPARTMENT FOR THE PERIOD OF SERVICE DURING WHICH SUCH ERRORS, OUTAGES, FAILURES, DEFECTS, OR MALFUNCTIONS OF EQUIPMENT OCCUR, SUBJECT TO THE ADDITIONAL LIMITATIONS BELOW. THE ABOVE LIMITATION DOES NOT INCLUDE ANY POTENTIAL LIABILITY FOR INTENTIONAL TORTS.

NO PARTY SHALL BE LIABLE TO ANOTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST DATA OR RECORDS (EXCEPT TO THE EXTENT THE SERVICE PROVIDER IS REQUIRED TO BACK-UP DATA OR RECORDS), EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE. NO PARTY SHALL BE LIABLE FOR LOST PROFITS, LOST REVENUE, OR LOST INSTITUTIONAL OPERATING SAVINGS.

THE DEPARTMENT ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE TO EQUIPMENT ONLY WHEN THE EQUIPMENT IS WITHIN OPERATING RANGE OF THE FACILITIES LOCATED WITHIN THE WIRELESS SYSTEM. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED OR LIMITED FOR MANY REASONS. INDIVIDUAL CONNECTIONS MAY BE "DROPPED" (I.E., INVOLUNTARILY DISCONNECTED) FOR A VARIETY OF REASONS AS WELL. SERVICE PROVIDER SHALL INCUR NO LIABILITY FOR ITS INABILITY TO PROVIDE ADEQUATE SERVICES HEREUNDER IF SUCH INABILITY IS DUE TO THE LACK OF NETWORK COVERAGE, NETWORK CAPACITY, OR TO CAUSES BEYOND THE SERVICE PROVIDER'S REASONABLE CONTROL. NOR SHALL SERVICE PROVIDER BE RESPONSIBLE FOR ANY ACT OR OMISSION RELATED TO THIRD PARTY EQUIPMENT OR SYSTEMS USED IN CONNECTION WITH THE SERVICE.

WIRELESS SYSTEMS USE RADIO CHANNELS TO TRANSMIT VOICE AND DATA COMMUNICATIONS OVER A COMPLEX NETWORK, AND PRIVACY CANNOT BE

GUARANTEED. SO LONG AS THE SERVICE PROVIDER HAS TAKEN REASONABLE PRECAUTIONS AND COMPLIED WITH THE TERMS OF THIS AGREEMENT, THE DEPARTMENT AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE TO THE DEPARTMENT OR TO END USERS FOR ANY SUCH LACK OF PRIVACY.

FOR ALL CLAIMS AGAINST SERVICE PROVIDER RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, AND REGARDLESS OF THE BASIS ON WHICH THE CLAIMS ARE MADE, THE SERVICE PROVIDER'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO \$1,000,000.

THESE LIMITATIONS SHALL NOT APPLY TO CLAIMS ARISING UNDER THE INDEMNIFICATION PROVISIONS IN THIS AGREEMENT, OR UNDER SECTIONS 15.10 (COMPLIANCE WITH LAWS) OR 15.11 (E-RATE) OF THIS AGREEMENT.

### *Contract 13.0 - INDEMNIFICATION*

#### **13.01 Indemnification**

Service Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State, the Department, the SUNCOM Clients and the End Users, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to the a breach of this Agreement by Service Provider. However, the foregoing shall not apply for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, a SUNCOM Client or an End User.

#### **13.02 Conditions to Indemnification**

Service Provider's obligations under the preceding paragraph with respect to any legal action are contingent upon the party seeking indemnification giving Service Provider (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at Service Provider's sole expense, and (iii) reasonable assistance in defending the action at Service Provider's sole expense. Service Provider shall not be liable for any settlement or compromise made by the State, the Department, a SUNCOM Client or any End User in any legal action without Service Provider's prior written consent, which shall not be unreasonably withheld.

### *Contract 14.0 - DISPUTES*

Any dispute concerning performance of the Agreement, except for billing disputes, shall be decided by the Department's Contract Manager, who shall reduce the decision to writing and serve a copy on Service Provider. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, Service Provider files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to Service Provider's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to Service Provider's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida. In any such action, Florida law shall apply and the parties waive any right to jury trial.

*Contract 15.0 – MISCELLANEOUS*

**15.01 Scrutinized Companies Lists**

In executing this contract, Service Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Service Provider agrees the Department may immediately terminate this contract for cause if the Service Provider is found to have submitted a false certification or if Service Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

**15.02 Annual Appropriations**

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**15.03 Waiver**

The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**15.04 Public Records**

The Department may terminate this Agreement if Service Provider refuses to allow public access to all documents, papers, letters, or other material made or received by Service Provider in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

**15.05 Contractual Obligations**

Neither party is authorized to act as an agent for, or legal representative of, the other party, nor shall either party have authority to assume or create any obligation on behalf of, in the name of, or that shall be binding upon, the other party.

**15.06 No Subcontracting**

The Service Provider may not subcontract any of the Services without the Department's prior written consent. The Service Provider shall not be released of its contractual obligation to the Department because of any subcontract.

**15.07 Notices**

Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be delivered (a) personally; (b) by certified mail, return receipt requested; (c) by an overnight courier service having a record of receipt; or (d) by facsimile, with a confirming copy sent by one of the other three methods described in this sentence. Notices shall be addressed as follows:

- (a) If to Department, notice shall be sent to the Contract Administrator and the Contract Manager (see Section 6.05 above).

If to Service Provider:

Verizon Wireless  
Attention: Legal and External Affairs Department  
One Verizon Way, VC52S401  
Basking Ridge, NJ 07920-1097

*with a copy to:*  
Verizon Wireless  
Attention: Area General Counsel  
One Verizon Place  
Alpharetta, GA 30004

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices shall be effective on receipt.

**15.08 Force Majeure**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or Contractors if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**15.09 Ethical Responsibilities**

Each party shall be governed in all its dealings with respect to this Agreement by the highest standards of honesty, integrity, and fair dealing. Notwithstanding, the Department shall meet the requirements of Chapter 112, Florida Statutes where applicable.

**15.10 Compliance With Laws**

Service Provider and the Department shall at all times comply in all material respects with all laws, rules, codes, ordinances, and licensing requirements and regulations applicable to the performance of this Agreement and the conduct of their business, including those of federal, State, and local agencies

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapters 60A-1 and 60FF, Florida Administrative Code, governs the Agreement. By way of further non-exhaustive example, Service Provider shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Agreement termination.

For additional information regarding SUNCOM rules and statutes, please reference the following link:  
[http://dms.myflorida.com/suncom/suncom\\_customer\\_resources/rules\\_and\\_statutes](http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes)

#### 15.11 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Clients who have applied for E-Rate funding for eligible services and equipment from Service Provider are referred to herein as "E-Rate SUNCOM Clients."

Service Provider must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Agreement and shall provide relevant SPIN(s) to the Department. Service Provider also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Service Provider shall maintain eligibility as an E-Rate service provider and shall avoid being placed on Red Light status by the FCC for the duration of the Agreement.

During the term of the Agreement, Service Provider shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Agreement and E-Rate rules and regulations. If Service Provider becomes ineligible as an E-Rate service provider during the term of the Agreement or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Agreement and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall change service providers and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures. If during the term of the Agreement, due to circumstances within Service Provider's control, Service Provider becomes ineligible as an E-Rate service provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply:

- A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.
  1. In the event that the Department and its E-Rate SUNCOM Clients change service providers and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted service provider above Service Provider's price under this Agreement. In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to the new provider as a provider under E-Rate rules and such USAC denial is a result of Service Provider's intentional acts, gross negligence, or willful misconduct, Service Provider will also be liable for the amount of E-Rate funding forfeited as a result.

regulations, the duties and responsibilities of each party are set forth in Section 5.07.06 (Invoicing) of Exhibit 2 – Business Process and Operation.

**15.12 Advertising**

Subject to Chapter 119, Florida Statutes, Service Provider shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking Service Provider's name and either a description of the Agreement or the name of the State, the Department or any SUNCOM Client in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

**15.13 Assignment**

No rights or obligations hereunder shall be assigned or delegated, in whole or in part, by either party to any other person, firm, corporation, or other entity without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Service Provider may assign this Agreement to an entity to whom the outstanding common stock or substantially all the assets of Service Provider are transferred after first receiving FCC and other necessary governmental approvals. For purposes of this provision, any change in the ultimate control of a party, by stock sale, merger, consolidation, or any other means, shall constitute an assignment subject to the consent requirements hereof.

**15.14 Employees, Subcontractors, and Agents**

All Service Provider employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Service Provider shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. As required by law, the State may conduct, and Service Provider shall not impede, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Service Provider. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Department's security or other requirements. Such approval shall not relieve Service Provider of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of Service Provider's employees, subcontractors, or agents.

**15.15 Governmental Restrictions**

If Service Provider believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Agreement, Service Provider shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to the Department.

**15.16 Lobbying and Integrity**

The Service Provider shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel,

entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, Service Provider shall provide any type of information the Inspector General deems relevant to Service Provider's integrity or responsibility. Such information may include, but shall not be limited to, Service Provider's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Service Provider shall retain such records for the longer of (i) three years after the expiration of the Agreement or (ii) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Service Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Service Provider's compliance with the terms of this or any other agreement between Service Provider and the State which results in the suspension or debarment of Service Provider. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Service Provider shall not be responsible for any costs of investigations that do not result in Service Provider's suspension or debarment.

**15.17 Warranty of Ability to Perform**

The Service Provider warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Service Provider's ability to satisfy its obligations hereunder. The Service Provider warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to Section 287.133, Florida Statutes, or on any similar list maintained by any other state or the federal government. The Service Provider shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**15.18 Modification of Terms**

The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Department and Service Provider. The Agreement may only be modified or amended upon mutual written agreement of the Department and Service Provider. No oral agreements or representations shall be valid or binding upon the Department or Service Provider. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Department. The Service Provider may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto Service Provider's order or fiscal forms or other documents forwarded by Service Provider for payment. The Department's acceptance of product or processing of documentation on forms furnished by Service Provider for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

If a SUNCOM Client or the Department previously entered into a written agreement for the purchase of any Service from Service Provider, the provisions of such earlier agreement shall be subject to the terms for transition as set forth in **Exhibit 2 – Business Process and Operations** and no early cancellation fees shall apply.

**15.19 \*FHP and Associated or Similar Number**

Service Provider will allow the Department, SUNCOM Clients, and its End Users in Florida to dial \*FHP and other associated or similar numbers at no additional charge.

**15.20 Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

**15.21 Execution in Counterparts**

The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

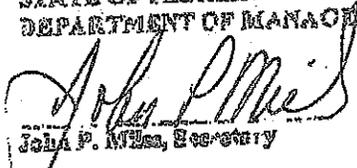
**15.22 Savability**

If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA  
DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the ...  
Department's Office of the General Counsel

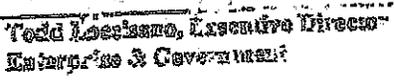
  
John P. Miller, Secretary



JANUARY 20, 2012  
Date

1-20-2012  
Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP,  
ITS SOLE MEMBER A/W/A VERIZON WIRELESS

  
Todd Loeschman, Executive Director  
Enterprise & Government

Date

- 15.20 Successors and Assigns  
 This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 15.21 Execution in Counterparts  
 The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 15.22 Severability  
 If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the dates signed below.

STATE OF FLORIDA  
 DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the  
 Department's Office of the General Counsel

\_\_\_\_\_  
 John P. Miles, Secretary

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP (A DELAWARE LP) D/B/A  
 VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP BY VERIZON  
 WIRELESS OF GEORGIA LLC, ITS GENERAL PARTNER BY CELLCO PARTNERSHIP,  
 ITS SOLE MEMBER D/B/A VERIZON WIRELESS

  
 \_\_\_\_\_  
 Todd Luccisano, Executive Director  
 Enterprise & Government

\_\_\_\_\_  
 Date

20-JAN-2012