

Response to Request for Proposal No. 1523

MASTER

PART I:

TECHNICAL PROPOSAL IN RESPONSE TO RFP. NO. 1523

For The

State of Nevada, Purchasing Division On Behalf of The Western States
Contracting Alliance (WSCA)

Submitted on

March 15, 2006

This document contains Verizon Wireless Confidential Information. This information is disclosed to State of Nevada on behalf of WSCA for the sole purpose of providing information regarding Verizon Wireless' capabilities to provide the identified products and services, and the State of Nevada on behalf of WSCA agrees that it will not use the Confidential Information for any other purpose except as expressly provided herein. State of Nevada agrees that it will not disclose, disseminate or otherwise make available this Confidential Information to anyone, other than those employees of State of Nevada who have a need to know in order to evaluate Verizon Wireless' response to the RFP. State of Nevada further agrees that in the event State of Nevada utilizes a consultant for any purposes in connection with the review and evaluation of this Verizon Wireless proposal, whether the consultant is disclosed or undisclosed, that State of Nevada accepts liability for the consultant as its agent. By accepting this response, State of Nevada agrees that it will take appropriate actions, by instructions, agreement or otherwise, to satisfy its obligations hereunder.



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SECTION 1

Verizon Wireless' Response to State of Nevada on Behalf of WSCA Request for Proposal (Section 3.1 through Section 9.31)

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3.1 General Services

- 3.1.1 Provide quality wireless equipment and services at the lowest cost available in a timely and efficient manner.

Verizon Wireless acknowledges.

- 3.1.2 Establish and provide a set of “standard” plans for voice, voice/walkie-talkie, data and equipment for wireless services.

Verizon Wireless acknowledges.

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

The following are standard features included in Verizon Wireless’ proposed services:

Basic Voice Mail:

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

***Message Waiting Indicator:**

Message Waiting Indicator, is used in conjunction with Caller ID and Voice Mail to provide subscribers with the visual ability to see who called and allows them to see if they have any Voice Mail messages. If the subscriber leaves the phone powered off, the indicator telling them that there are messages waiting will be activated as soon as the subscriber turns the phone on. This option works only on phones that are equipped with Message Waiting Indicator.

***Caller ID:**

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

Caller ID Blocking:

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

Call Waiting:

An alert tone announces an incoming call when a cellular subscriber is already on the phone. After you hear the tone, the subscriber has approximately 30 seconds to answer before the second caller hears a standard message or is forwarded to your Voice Mailbox. If the subscriber answers the call the first call is put on hold while the second is taken. This feature

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allows cellular subscribers to be more productive and accessible to the people who need to reach them.

Call Forwarding (not available in all areas):

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

No Answer/Busy Transfer:

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

Three-Way Calling:

Three-Way Calling allows subscriber to speak with two parties at once while on one cellular call. Airtime and other charges, which may include toll or long distance charges, apply for both calls during the three-way call. With this feature there is no need to make several calls trying to relay information to third parties.

*NOTE: Enhanced features are also available for an additional charge. Not all features may be available in all areas. Your National Account Manager will be able to help you determine which are available in your area.

IN-Calling

Verizon Wireless offers IN Calling which allows the subscriber to make or receive a call from another Verizon Wireless subscriber anytime without using the plan allowance minutes. IN Calling is available on certain calling plans (it may be offered on select plans without an additional charge or can be purchased, as an option, for an additional monthly fee). Please refer to the attached Verizon Wireless Pricing and Equipment Offer for details.

IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line from within the same IN Calling coverage area. Otherwise the subscriber will be charged the per minute rates as provided in subscriber's applicable calling plan. Subscribers with national IN Calling can call any of Verizon Wireless' subscribers from within the America's Choice Home Airtime Rate and Coverage Areas (excluding certain counties in Missouri, Louisiana and Mississippi).

IN Calling does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. IN Calling does not apply to calls made or received outside of the subscriber's IN Calling area. NOTE: In some markets IN Calling calls are subject to toll and long distance charges. Taxes, surcharges, and a universal service fee may apply. In addition, some restrictions may apply.

Below is a description of the standard features included, at no additional monthly access charge, in our Corporate Pricing Program. However, use of some additional features may

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incur usage charges and the availability of these features may vary. Please refer to the Pricing and Equipment offer for details.

In addition to the included services above, the proposed price plans also make the following services available as optional services:

Data

Verizon Wireless CDMA data is charged by the Minutes of Internet use (airtime usage) which is billed at the same rate as the qualifying digital calling plan, including any applicable roaming and long distance and counts as part of your monthly allowance.

Verizon Wireless National Access plans offer a variety of billing options to meet the needs of the Participating entities. Verizon Wireless offers minute of use, megabyte (MB) plans, and unlimited data calling plans. Verizon Wireless currently supports unlimited usage plans for National Access and Broadband Access plans. For details, please refer to the Verizon Wireless Pricing and Equipment Offer.

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

The Area Operations Center (AOC) turn around time for new activations and equipment is 48 hours once the order is placed and all documents are received by the customer. However, service activations of 25 lines or more will incur a longer turn around time which is customarily negotiated with the participating entity.

3.1.5 Provide the following services at no extra charge:

3.1.5.1 Per line caller ID blocking

Verizon Wireless acknowledges.

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

Each participating entity has the option to change any qualifying calling plan or airtime promotion without paying additional fees. However, some calling plans require specific equipment. Calling plan changes and promotional offers will require a new one or two year customer agreement.

3.1.5.3 Cancellation of services

Verizon Wireless acknowledges. While early termination fees (ETF) will be generally waived under the WSCA contract, the ETF will not be waived if the number is being ported to another carrier.

3.1.6 Provide information regarding the Contractor's voice and walkie-talkie coverage across the U.S.; include listing and total % of coverage.

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Verizon Wireless acknowledges. Please see Exhibit 1 for coverage maps depicting Verizon Wireless' voice and walkie-talkie coverage across the United States. See Section 3.4 for more information about Verizon Wireless' Push to Talk walkie-talkie service.

3.1.7 Provide secure online access for each participating entity representative to manage accounts and order services. Only the representative shall be allowed to manage accounts and service/equipment ordering.

Verizon Wireless' Internet Billing Analysis System (IBAS) and My Business platform provides secure online access that will allow each participating entity's representative to manage accounts and order services. Below are details of the IBAS and My Business application.

a) Internet Billing Analysis System (IBAS)

Verizon Wireless' IBAS is a powerful web based tool to assist the participating entity in managing its cellular usage, evaluating trends, creating reports, and paying invoices. IBAS can address the Participating State's billing and reporting needs in an easy-to-use, accessible format. IBAS will also allow the Participating entities to perform many functions, including the following:

- Receive on-line reporting in a consolidated manner or broken out by account number and cost center.
- View individual phone information, such as airtime usage and call detail.
- Assign custom information/attributes to each mobile number to allow for specific, customized analysis.
- Query and filter data, based upon airtime usage and charges.

The IBAS Application provides the user with secure Internet access and a simple Main Menu to direct the user to their specific reporting needs.

Modify Cellular Number Information – Increases the reporting and analysis capabilities of the IBAS system by allowing the customer to assign information, including user name, user id, cost center, and e-mail address, to each mobile number.

Analyze Billing Data – Permits the user to perform ad-hoc analysis on the many variables that comprise the company's overall cellular usage. This function provides extensive calling information including in-depth data on roaming. Call detail can be easily extracted to an Excel or Word file based on virtually any criteria the user desires.

Reports – Creates cost center, account level, hierarchy level, or company-wide reports that contain airtime usage and charges information. The user can set the billing period (up to one year), and get summary information, create customer specific header and footer settings, filter the data based on user chosen parameters, and export information to Excel, Word, CSV or Tab as needed.

View Custom Hierarchies – Displays the hierarchy and invoicing points that the customer asked to have created in the IBAS system. Once the hierarchy has been selected, the user can drill down on a selected node from the hierarchy to get names and phone information.

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User Hierarchy Association – Allows the Participating entities to restrict user access to view charges, make basic subscriber modifications and run reports on specific information within IBAS. This is dependent on the hierarchy structure that is created.

View/Distribute Memo Bill– Enables the user to view courtesy statements (including call detail) for individual phones, view the costs associated with a particular mobile number, and e-mail individual statements to a user-specified recipient. Also allows the user to transmit, via e-mail, individual bills or batches of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting the subscriber names, mobile numbers, account numbers, cost centers, hierarchy nodes, or the company-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed.

Grand Total Report – Provides an overall view of the Participating State’s cellular charges as presented in IBAS. The filter screen allows the user to view charges at the billing account level. This report also provides a tally of total number of subscribers (telephones) consolidated by IBAS in a given bill presentment period.

Consolidated Invoicing – Consolidates the participating entity’s wireless monthly access and usage charges enterprise wide and invoices through one convenient tool for all subscribers.

IBAS is designed to provide timely, accurate usage and charge information that will allow the participating entities to better manage their wireless business communications spend based on your specific requirements. Please note: IBAS data presentment may be up to 60 days in arrears.

Verizon Wireless reserves the right to substantially modify or replace the online reporting/invoicing system from time to time upon prior notice to its affected customers. The Verizon Wireless IBAS reporting tool will give the participating entities the option to view raw data. This raw data is available with the monthly IBAS reports, which are available within forty-five (45) to sixty (60) days of the end of each month’s billing cycle.

NOTE: Raw billing data is provided for informational purposes only and does not reflect actual billed charges. Therefore, raw billing data should not be used for calculating and making payment for service. Please refer to the invoice for actual amounts due.

b) My Business Account

Verizon Wireless offers an on-line tool, called My Business Account, that business customers can use for online bill presentment, online bill payment, and to manage their account. Customers log into My Business Account with a user name and password, and then navigate through the application to view service information, view statements or to make a payment. *Customers must have 1000 lines or less to qualify for a MyBusiness Account.*

My Business Account is organized in easy-to-use “tabs”. Customers simply click on the tab they need based on what they want to accomplish. My Business Account has the following functionality:

- Administration – The Administration tab allows the company point of contact to perform several useful functions that help manage their account. From the Administration tab, users can view their company profile, manage billing accounts, create Government or personal address books, go paperless and create business structures.

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- **More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by the customer directly in My Business Account. Business Structures allow the customer to organize their billing accounts by department, geographic territory, or in whatever way best meets their needs. By doing so, users will be able to see a cost summary for each business structure. For example, a customer may have 50 mobile numbers and 10 billing account numbers. The point of contact could create a business structure for their Marketing department, another for Finance and another for Sales.**
- **Statements – The Statements tab provides a quick, easy method for customers to review their balance, last payment and a summary of current charges. In addition, customers can view usage and charges related to their entire business or a particular account. From the statements page, customers can easily view or print their bill in several flexible formats. They can also view unbilled voice, data and text message usage. Statements can be viewed up to 6 months in the past.**
- **Payments – The payments tab allows businesses to apply payments to their account(s). Customers can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The payments tab can also send e-mail notifications to customers if a payment is reversed or declined.**
- **Reports – The Reports tab offers customers the ability to pull data based on usage or cost. For example, a customer can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, customers can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. They can receive usage details for such things as peak, off-peak and nights and weekends. Reports help customers manage their account and make informed decisions about their service.**
- **Help – The Help tab is a tool for customers to help them learn how to use My Business Account and find answers to frequently asked questions. The My Business Account “On-line Tutorial” can be found in the Help tab and is a useful tool to help educate customers on using the application. The Support tab is a sub tab under Help that provides interactive demos on how to set up business structures, make payments, and manage users.**
- **Account Maintenance – Customers can manage account activity on-line through the account maintenance tab. The account maintenance tab offers a range of functionality such as updating account information, changing a voice mail password, completing a local telephone number change or checking the status of a port. This section of the application will continue to become more robust with future releases.**

Future enhancements to My Business Account will include: the ability to order equipment, change calling plans, add/delete features, purchase new lines of service, upgrade equipment, purchase accessories, and advanced reporting and analytics.

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

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3.2 Administration of Contract

3.2.1 General

3.2.1.1 Meet with lead States' Purchasing Department representative on a semi-annual basis (once every six (6) months) to evaluate:

- Pricing/rates relative to prevailing full market pricing/promotions/solicitations.
- Actual billed charges relative to prevailing available full market pricing.
- Adjustments to maintain the original discount offered to the then prevailing available full market pricing.
- Rebates to maintain discounted intent of current Agreement.

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

3.2.1.2 Maintain a specified time period for this review, which shall not exceed twenty (20) business calendar days. All changes/reductions to current agreement pricing shall be formalized by an Agreement amendment to existing Agreement.

Verizon Wireless acknowledges.

3.2.1.3 The contractor shall report contract utilization and pay a WSCA administration fee in accordance with the terms and conditions of the contract. The WSCA directors approved the level of the WSCA administration fee. The WSCA administration fee is not negotiable. Some WSCA and non-WSCA States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in a Participating Addendum that is made a part of the contract. The contractor may adjust SES pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the procuring agencies outside the jurisdiction of the WSCA State requesting additional fee.

- Rebate checks will be made payable to WSCA, 515 E Musser Street, Ste. 300, Carson City NV 89701 and mailed in accordance with quarterly reports, Attachment F. Contractor will provide a report indicating the amounts rebated to each State agency.

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

Verizon Wireless acknowledges.

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

Verizon Wireless acknowledges and will make copies of records available for billing audits. Billing records are also available for review and audit via our IBAS application described above in Section 3.1.7.

3.2.2 Reporting

3.2.2.1 Reporting shall be provided in electronic format via e-mail or CD in Excel, with hardcopies available upon request at no extra charge. See Attachment F “Quarterly Report Format”.

Verizon Wireless acknowledges.

3.2.2.2 The following reports shall be submitted for the respective quarter:

- Usage and purchases under the contract.
- Quarterly optimization report for each wireless service subscriber. The goal of these optimization reports is to ensure that each subscriber is utilizing the most appropriate plan. This includes identifying subscribers that may be consistently incurring overage charges, and therefore should move a more cost effective plan or subscribers consistently under-utilizing a plan, and therefore should move to a lower cost plan.
- Voice and combined voice/walkie-talkie related reports upon request.
- Data related usage reports upon request.

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

3.2.2.3 Provide “Equipment Sales Report”: a quarterly summary of wireless equipment for all participating entities (including handsets, handheld devices, accessories, etc.). Reports are to be submitted to the lead State in accordance with **Attachment F**. Individual participating entities may

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request specific equipment sales summaries, which shall be provided at no cost. Reports shall include report elements as seen in Attachment F.

Verizon Wireless acknowledges.

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

Verizon Wireless acknowledges.

3.2.2.5 Be able to provide custom reports as requested by the individual participating entity.

These optimization reports will be provided by Verizon Wireless in the participating entity's region.

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

Verizon Wireless acknowledges.

3.2.3 Contract Management

3.2.3.1 Assign a Contract Manager to manage the WSCA Account, who shall be responsible for:

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

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The Contract Manager, Chris Rock, has 16 years of wireless sales and management experience, of which 5 years has been spent working with Federal, State, and Local government agencies. Mr. Rock has a comprehensive knowledge of the wireless industry having worked for a number of wireless carriers, representing every mode of transmission technology. The bulk of Mr. Rock's sales and wireless career has been with managing large local and national accounts as the single point of contact, where he was required to work with a variety of organizations that operated in either a centralized or de-centralized fashion.

Chris Rock is located in Folsom, California and can be reached at (916) 357-2442.

3.3 Voice Services Equipment and Support

3.3.1 Define your statewide and national Voice Services coverage by each state included in WSCA, provided in Attachment G

Verizon Wireless owns and operates the nation's most reliable wireless network, serving 51.3 million voice and data customers. Leveraging its greatest asset - its network - Verizon Wireless continues to lead the industry by offering the highest quality products and services while introducing innovative technology solutions.

The following lists the level of Verizon Wireless' coverage in all the WSCA States:

- Alaska - coverage provided through "no roam" service partners.
- Arizona - coverage provided by Verizon Wireless.
- California - coverage provided by Verizon Wireless.
- Colorado - coverage provided by Verizon Wireless.
- Hawaii - coverage provided by Verizon Wireless.
- Idaho - coverage provided by Verizon Wireless.
- Minnesota - coverage provided by Verizon Wireless.
- Montana - coverage provided by Verizon Wireless.
- Nevada - coverage provided by Verizon Wireless.
- New Mexico - coverage provided by Verizon Wireless.
- Oregon - coverage provided by Verizon Wireless.
- South Dakota - coverage provided by Verizon Wireless.
- Utah - coverage provided by Verizon Wireless.
- Washington - coverage provided by Verizon Wireless.
- Wyoming - coverage provided by Verizon Wireless.

Furthermore, Verizon Wireless customers have access to one of the largest publicly available wireless network in the country. With more than 24,000 cells in operation, the company delivers high quality, reliable wireless voice and data service. The network reaches over 250 million Americans and Verizon Wireless invests more than \$5 billion annually to maintain and expand its high quality network nationwide.

Verizon Wireless currently provides 800 and 1900 MHz CDMA digital voice and data services. The Verizon Wireless CDMA digital technology provides a highly reliable and consistent voice and data service. Communications are carried over our CDMA (IS95A) network, and our third generation (3G) CDMA services: 1xRTT NationalAccess, with typical speeds of 60-80¹ kbps and

¹ Speed claim based on our network tests with 101 Kilobyte FTP data files. Actual throughput speed and coverage vary.

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bursts up to 144 kbps²; and EV-DO BroadbandAccess, with average speeds of 400-700 kbps³, capable of bursts up to 2 Mbps. BroadbandAccess is a data-only network and the nation's largest high-speed wireless broadband network.

Verizon Wireless also continues to support 800 MHz AMPS analog⁴ service in portions of its network; however, digital wireless is available throughout the Verizon Wireless footprint.

CDMA Technology

CDMA service provides increased and enhanced call capacity, virtually eliminating static and cross talk. CDMA technology also provides a "soft hand-off" capability that makes cell site transitions virtually unnoticeable. Increased privacy is inherent in CDMA technology, shielding calls from the casual eavesdropper.

BroadbandAccess – CDMA2000 EV-DO

Verizon Wireless' BroadBandAccess is our premier data service and the nation's largest high-speed wireless broadband network. BroadbandAccess allows subscribers to access e-mail large corporate file and access intranets and extranets, at job sites or on a train. BroadbandAccess currently is available to more than 148 million Americans in 181 major metropolitan areas and 72 primary airports and is expanding coast to coast.

EV-DO is a packet-based technology that provides users with average download speeds of 400-700 kilobits per second (kbps)⁵ with bursts of up to 2 Megabits per second (Mbps). Because EV-DO is backward compatible like other CDMA technologies, subscribers who travel outside a BroadbandAccess area with an EV-DO device will seamlessly switch to Verizon Wireless' existing NationalAccess 1xRTT network. BroadbandAccess service requires compatible equipment, whether a PDA, a PC card or a data capable phone.

NationalAccess -- CDMA2000-1X

Verizon Wireless launched its NationalAccess 1xRTT network in 2002, becoming the first U.S. wireless carrier with a sizeable 3rd Generation (3G) footprint. Today, we have virtually 100% NationalAccess voice and data coverage within the entire Verizon Wireless CDMA national network footprint. NationalAccess is also available on the National Enhanced Extended Service Area including Puerto Rico and parts of Canada. NationalAccess provides speeds of 60-80 Kbps⁶ (higher w/compression), or a minimum of 9.6 kbps, with supplemental channels burst rates of 38.4, 76.8, and 153.6 kbps.

NationalAccess provides fast Internet access over the 1xRTT data network. CDMA 2000-1X technology enables high-speed packet data capabilities and also yields voice capacity gains on the order of 1.5-2 times that of 8Kb Enhanced Variable Rate Coding (EVRC). The 1XRTT network supports voice and data in the same spectrum and is designed to be backward

² You will experience slower data speeds, dependent on network and equipment capabilities and other variables of wireless service.

³ Speed claim based on our network tests with 5 MB FTP data files, without compression. Actual throughput speed and coverage vary.

⁴ Use of analog requires a tri-mode handset.

⁵ Speed claim based on our network tests with 5 MB FTP data files, without compression. Actual throughput speed and coverage vary.

⁶ Speed claim based on or network tests with 101 Kilobyte FTP data files. Actual throughput speed and coverage vary.

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compatible. Thus, when traveling outside the NationalAccess service area, subscribers can still connect to the IS95A CDMA digital network with the Quick 2 NetSM (circuit switched) connection, which can connect subscribers to the Internet typically in less than 10 seconds, at 14.4 Kbps.

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

Verizon Wireless acknowledges. Please see Exhibit 2 for the maps requested.

Please note that Verizon Wireless has negotiated preferred roaming arrangements with other select carriers in order to offer America's Choice[®] calling plans with consistent pricing throughout a home calling area which is larger than Verizon Wireless' owned and operated network.

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

Verizon Wireless acknowledges. Please see Exhibit 3 for the maps requested.

Please note that Verizon Wireless has negotiated preferred roaming arrangements with other select carriers in order to offer America's Choice[®] calling plans with consistent pricing throughout a home calling area which is larger than Verizon Wireless' owned and operated network.

3.3.1.3 Provide detailed in-network and off-network voice and data coverage maps for Canada and Mexico, and any additional countries, if covered by proposed services.

Verizon Wireless acknowledges. Please see Exhibit 4 for the maps requested .

Verizon Wireless has many roaming agreements with other wireless providers across the nation to provide our subscribers with the ability to roam on other carriers' networks. This allows our subscribers to make and receive calls in areas that are not currently part of the Verizon Wireless network.

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3.3.2 Provide information where geographic coverage in less than 50% by county within each state.

WSCA subscribers can view all current maps at <http://www.verizonwireless.com/>. Our VZWMap, an Interactive mapping tool will provide all Verizon Wireless coverage maps, and enable WSCA participating entities to compare coverage with other carriers and show points of interest.

3.3.3 Provide updated coverage maps quarterly by the 15th of each month following the end of each quarter via website.

Verizon Wireless acknowledges.

3.3.4 Provide wireless tower site maps as part of RFP response. Site-maps to be provided via website to be downloaded by each state.

Verizon Wireless operates more than 23,000 cell sites nationally, many of which are not located on "towers," but rather on buildings, and other structures. Details of Verizon Wireless cell site locations are not publicly available. However, if the State of Nevada needs to review more detailed information for its key locations in order to make its final vendor decision, the Verizon Wireless Account Manager, in conjunction with network staff, can review coverage details with State of Nevada representatives as well as the representatives of the participating entities at a time that is mutually convenient after submission of this response and upon execution of a mutually agreeable Non-Disclosure Agreement.

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

Verizon Wireless continually works to support its wireless network's operation at optimal performance levels to provide reliable and consistent call quality. As with all radio (RF) transmission, even where service is generally available, reception may be affected due to topography, atmospheric and environmental conditions, and the location of the user. With this in mind, Verizon Wireless plans, designs, and maintains systems to promote the integrity, accuracy, privacy, reliability, and continuous availability of its network. Verizon Wireless provides voice service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout our cellular footprint. The fully redundant switching systems are distributed throughout the different geographic regions in order to reduce the possibility of losing more than one switch in an unexpected occurrence.

Verizon Wireless does not typically notify our customers of network maintenance activities because such activities are typically transparent to the customer and are generally handled during periods of low network traffic. For unplanned outages, by mutual agreement, Verizon Wireless may provide an outage notification program, whereby unscheduled outages will be reported immediately to an automated voice mail system that will notify appropriate Verizon Wireless personnel (typically including Verizon Wireless' Account Manager), who will in turn notify the Participating entity of such unscheduled outage event.

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Please also see note the below details regarding the Verizon Wireless' Network Maintenance program which demonstrates Verizon Wireless' commitment to the reliability of our network:

Response Time:

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

Verizon Wireless' two Network Operations Centers (NOC) serve as the hubs of the company's regional network operations. The NOC are located in Bedminster, NJ and Westlake, TX, and operate 24 hours a day, 7 days a week, 365 days a year. The NOC are capable of detecting network failures, diagnosing the failure, sending out repair personnel and tracking the problem to conclusion. If an outage does occur, a field engineer is dispatched as soon as possible to correct the problem and bring the cell site back on line.

The NOC monitors cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports them to Verizon Wireless Surveillance Engineers to investigate and act on promptly. When an alarm is activated, the system gives detailed information, including cell location, the switch location, the contact numbers for local commercial power companies, police and fire departments, and even driving directions to the cell site. The network management system also gives the Verizon Wireless network surveillance engineers the ability to perform remote diagnostic procedures and, in some cases, restoration of service.

System Maintenance:

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

Verizon Wireless' system does not require a scheduled down time under normal operating conditions. Any corrective or preventative maintenance requiring system downtime is typically scheduled during times of low network usage to minimize any inconvenience to our customers.

Maintenance Organization:

The maintenance organization consists of a variety of trained personnel in different locations. In order to permit rapid response in critical situations, the system maintenance staff is distributed in each of Verizon Wireless' Service Areas.

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These centers are staffed with technicians who are aligned according to their area of expertise and responsibility: microwave, switch, cellular radio, power, as well as an intimate knowledge of the Verizon Wireless system. While these technicians have areas of specific expertise, they are cross-trained to allow them to deal with a wide variety of system maintenance issues that may arise in the course of their work. Each technician is equipped with a portable terminal that provides access to on-line information while in the field. Technicians travel in vehicles that are equipped with a set of tools and a standard inventory of spare parts that permit equipment repairs in the field. Certain hardware elements not in local stock may be obtained from a regional inventory location prior to visiting the site.

The maintenance organization receives training from the relevant equipment vendors. Onsite training continues as equipment is installed; maintenance technicians play an important role in the proper installation of equipment and initial operation of the system.

Maintenance Strategy:

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

The first layer of maintenance is preventive maintenance. In conjunction with its equipment suppliers, Verizon Wireless has developed a preventive maintenance schedule designed to minimize real-time failures. Each piece of equipment in the system has its own detailed maintenance guide, and detailed maintenance logs are kept for each piece of equipment. Preventive maintenance tasks that are unlikely to disrupt the customer's service are performed during the day. Other maintenance tasks are performed during the night or other low traffic hours so that the possibility of disrupting our subscribers' service is minimized. In addition, equipment failures are monitored and analyzed, and maintenance schedules adapted so that more frequent attention is paid to any components with a higher-than-expected failure rate.

Preventive maintenance will reduce failure rates, but will not eliminate service failures entirely. Prompt identification and analysis of problems is the key to appropriate and rapid corrective network maintenance. Verizon Wireless accomplishes this through a variety of sophisticated network monitoring and alarm systems, as well as through the continuous analysis of network operations data by regional and NOC personnel.

Monitoring and Alarm Systems:

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

- 3.3.6 Prorate the bill for outages of service for periods of time exceeding 24 hours. Describe the auditing procedures for implementing this policy

If a Verizon Wireless subscriber places a successful call from their home airtime rate and coverage area and gets disconnected, Verizon Wireless recommends that the subscriber first

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try redialing. If the dialed number answers within 5 minutes of disconnection, Verizon Wireless will credit the subscriber one (1) minute of airtime. To obtain credit, customer must notify Verizon Wireless within ninety (90) days after the call is disconnected.

If, due to the fault of Verizon Wireless, service is unavailable in the Verizon Wireless service area for more than 24 continuous hours, Verizon Wireless will provide a pro rata daily credit for the period subscriber was without wireless service. Verizon Wireless can credit the subscriber's invoice up to the full amount of the subscriber's monthly access charge for the period in which service was unavailable. To receive credit subscriber must notify Verizon Wireless within ninety (90) days after the first bill is received for the period during which the interruption started.

Service outage credits and other adjustments can be seen in IBAS reports in the Invoice Detail section of the Memo Bill.

3.3.7 Describe on going process to improve coverage for areas that are having inadequate or less than 50% coverage. Provide timeline of anticipated improvements.

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

- 1) RF performance engineer investigates symptoms of poor coverage.
- 2) RF performance engineer identifies specific coverage problem (e.g. weak signal, interference, etc. Other resources may be brought into play as well.
- 3) RF performance engineer identifies potential methods to improve performance (e.g. RF parameter changes, power adjustments, new cell sites, etc.)
- 4) RF performance engineer initiates projects to improve coverage. Verizon Wireless uses standardized forms and procedures to initiate these projects. If no monetary expenditure is required, the performance engineer will work with appropriate individuals to execute the coverage improvement project.
- 5) Improvement projects that require monetary expenditures require management approval and prioritization. Estimates are generally prepared and once management approval is obtained, funding for the project is received.
- 6) Project initiated and assigned to a Verizon Wireless Project Manager who ensures timely and high quality completion of project.

3.3.8 Define how Contractor will improve coverage to State offices (buildings/facilities/sub-ground level offices) that experience inadequate wireless service.

Verizon Wireless will seek to improve coverage to State offices that experience inadequate wireless service by evaluating the participating State's internal coverage needs and will recommend an in-building solution tailored to address the concerns of the participating entity. The steps listed below can be used to assess the feasibility and pricing for the internal coverage required.

- Verizon Wireless surveys the building to determine existing coverage
- Locations are identified where optimal coverage is required
- Verizon Wireless evaluates and determines the type of equipment necessary to meet the needs of the Participating State

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- Verizon Wireless and the Participating State determine the optimal location for equipment installation
- Verizon Wireless and the Participating State agree upon the proposal, pricing and timing

After determining the feasibility of a customized solution necessary to increase in-building coverage, Verizon Wireless will provide a detailed implementation and pricing schedule, which is outside the scope of this proposal. A separate contract for this effort will be required. In order to implement the customized solution, it may be necessary for Verizon Wireless to acquire necessary leases, permits or zoning changes. Thereafter, Verizon Wireless can install, test and optimize the equipment. Please contact your Account Manager for further details.

Verizon Wireless has provided network enhancements to many tunnels, rail stations, arenas, and large campus facilities.

To increase performance, Verizon Wireless has:

- Increased network capacity on many existing Verizon Wireless cell sites to accommodate increased wireless traffic.
- Deployed wireless network service enhancements that would function as temporary cell sites to boost Verizon Wireless' network coverage in a given area, especially for specific events such as political conventions.
- Installed cell sites or Radio Frequency (RF) repeaters at several customer sites to improve network conditions in and around customer facilities, where necessary and in conjunction with Verizon Wireless' network build plan.

3.3.9 Identify all basic equipment provided as necessary for vendor's standard operation within Contractor's wireless network for all subscribers (new activation or regular contract term subscribers). This shall include, but may not be exclusive to, voice handset, AC power charger/adapters and compatible hands-free accessory(s).

Verizon Wireless acknowledges. Please see Exhibit 5 for the Equipment Matrix which lists the basic equipment that will be available to all subscribers under the WSCA agreement.

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

During a 30-day trial period, the participating entity will receive equipment for testing/evaluation purposes. The testing of equipment falls into two categories: (1) demonstrating equipment that is currently available, and (2) testing equipment that is brand new.

Demonstration Equipment: the State's ATR or designated user group would work with their assigned Verizon Wireless Account Manager to chose the handset and number of devices needed for trial. Verizon Wireless would not charge the participating entities to test the equipment. Equipment and service is offered free of charge.

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Trial of New Equipment: The participating entity may wish to trial a device that has not yet entered the marketplace, If this is the case, your Verizon Wireless Account Manager is available to discuss providing trial equipment to the Lead State and Participating entities with the execution of our standard Trial Agreement. Under the separate Trial Agreement, Verizon Wireless may allow the State corporate subscribers to use equipment and service on a trial basis dependent upon trial criteria and equipment. Participation as an alpha or beta test site may not be possible in all cases. Upon contract award, your Verizon Wireless Account Manager would be required to discuss the State's participation in alpha or beta testing with the Verizon Wireless departments that would be involved, prior to offering the State such a testing arrangement. Again Verizon Wireless would not charge the participating entity for trial equipment.

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

Verizon Wireless has no plans to migrate to non-compatible technology for wireless service in the foreseeable future. Verizon Wireless will continue to deploy its CDMA technology while introducing greater capabilities on the existing platform.

Verizon Wireless is dedicated to evolving and developing our wireless network, and maintaining high quality and industry excellence while ensuring backward compatibility for existing subscribers. The backward compatibility of EV-DO is a distinct advantage to using CDMA technology because subscribers who travel outside a BroadbandAccess area with an EV-DO device will seamlessly switch to Verizon Wireless' NationalAccess network. BroadbandAccess is available to more than 148 million Americans in 181 major metropolitan areas and 72 primary airports and is expanding coast to coast.

Verizon Wireless continues to invest significantly to expand and enhance its two-way short messaging service (TXT Messaging) throughout the network, and the conversion to third generation (3G) 1XRTT technology, capable of high speed data transmission across our entire network.

As an innovator in advanced leading edge technologies, we were among the first carriers to deploy such services as digital wireless, circuit switched gateway, authentication, micro-cell technology, RF fingerprinting, text messaging (TXT), wireless caller ID, and other innovations. Most recently, Verizon Wireless has launched video messaging and streaming video capability, all in conjunction with our ultra-high-speed BroadbandAccess data-only network.

Verizon Wireless is also poised to launch EV-DO Rev. A, an upgrade to our existing 1x EV-DO technology, with the potential to provide faster speeds which will support next-generation multimedia content and further expand opportunities for new voice and data applications. EV-DO Rev. A technology provides higher data throughput and lower latency with Quality of Service (QoS) deliver an enhanced user experience for delay-sensitive applications including Voice over Internet Protocol (VoIP) and video telephony. Support for EV-DO Gold and Platinum Multicast services enable the delivery of high-quality video and audio to a large number of users simultaneously. Successful implementation of the EV-DO Rev. A standard paves the way for the deployment of further evolutions of CDMA technology, with efforts currently underway to develop next-generation standards that will support even higher data

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rates and more advanced broadcasting capabilities. As with our existing EV-DO technology, EV-DO Rev. A will also be backward compatible.

Additionally, Verizon Wireless maintains a supporting role in communications standard organizations. Organizations such as the CTIA (Cellular Telecommunications and Industry Association) are the trade venues that produce the fundamental specifications for the next generation of wireless technology. Verizon Wireless expects the introduction of new services and features will allow the WSCA participating entities to take advantage of the synergies and productivity enhancements available through wireless solutions.

3.3.12 Describe repair/replacement procedures/processes in detail for the following situations (include description of forms and information required):

3.3.12.1 Repair of equipment with new standard parts or parts of equal performance to new parts.

Subscribers with an eligible handset experiencing an electronic malfunction or manufacturer defect during the allotted Defective on Arrival (“DOA”) time period (the handset fails within the first 30 days of date of purchase) may receive a new handset in exchange for the defective handset.

After the initial 30-day DOA time period has expired, Verizon Wireless will assist the subscriber with the manufacturer’s warranty process. However, if the equipment is defective after the initial 30-day return period, but before expiration of the manufacturer’s one-year warranty, the subscriber may, in Verizon Wireless’ sole discretion, receive a refurbished Field Replacement Unit (FRU) in exchange for the defective unit at no charge. Beyond the expiration of the manufacturer’s one-year warranty period, the subscriber may receive a FRU, but Verizon Wireless will assess a \$50 fee for equipment that is replaced due to manufacturer defect. The exchange may be made through either an in-store over-the-counter exchange or through direct fulfillment.

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

3.3.12.2 Repair/replacement parts for all equipment covered under warranty.

Verizon Wireless will reasonably assist the Participating entities with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the Participating entities will receive the manufacturer’s consumer warranty, typically one (1) year in length. If equipment is within the warranty period, Verizon Wireless will provide a refurbished unit. Packaged with the replacement will be a prepaid call tag label to be used for the return of the original (defective) handset. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber’s equipment is no longer covered under the manufacturer’s warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

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

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

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

As described above in Section 3.3.12.1, beyond the expiration of the manufacturer's warranty, the subscriber may receive a field replacement unit (FRU), but Verizon Wireless will assess a \$50 fee for equipment that is replaced due to manufacturer defect. The exchange may be made through either an in-store over-the-counter exchange or through direct fulfillment.

3.3.12.5 Repairs/replacements/ loaner equipment in which replacement equipment will be new or factory refurbished.

Verizon Wireless will reasonably assist the participating entities with obtaining repair or replacement of equipment under warranty. However, Verizon Wireless is not an equipment manufacturer. As part of the wireless handset equipment package, the Participating entities will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, Verizon Wireless will provide a refurbished unit. Packaged with the replacement will be a prepaid call tag label to be used for the return of the original (defective) handset. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

In the event that the subscriber's equipment is no longer covered under the manufacturer's warranty, additional charges for repair may apply, and it may be more cost efficient for the subscriber to purchase new equipment.

3.3.12.6 Walk-in repairs at retail stores.

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

Handset Resolution (FRU Exchange) Program

New Equipment: Subscribers may return or exchange wireless equipment purchased from Verizon Wireless direct channels for any reason within 30 days of the original date of purchase. If subscriber decides to cancel service within 30 days of the original date of purchase, the subscriber will be responsible for any charges incurred. Subscribers may return or exchange one wireless phone per new purchase.

Defective Equipment: Subscribers with an eligible handset experiencing an electronic malfunction or manufacturer defect during the allotted Defective on Arrival ("DOA") time

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period (the handset fails within the first 30 days of date of purchase) may receive a new handset in exchange for the defective handset.

After the initial 30-day DOA time period has expired, Verizon Wireless will assist the subscriber with the manufacturer's warranty process. However, if the equipment is defective after the initial 30-day return period, but before expiration of the manufacturer's one-year warranty, the subscriber may, in Verizon Wireless' sole discretion, receive a refurbished Field Replacement Unit (FRU) in exchange for the defective unit at no charge. Beyond the expiration of the manufacturer's one-year warranty period, the subscriber may receive a FRU, but Verizon Wireless will assess a \$50 fee for equipment that is replaced due to manufacturer defect. The exchange may be made through either an in-store over-the-counter exchange or through direct fulfillment.

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

The following warranty information applies to equipment available to WSCA participating entities:

a. Manufacturer's Warranty

As part of the wireless handset equipment package, the participating entities will receive the manufacturer's consumer warranty, typically one (1) year in length. Verizon Wireless will reasonably assist the participating entities with obtaining repair or replacement of equipment under warranty. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines. In the event that the subscriber's equipment is no longer covered under the manufacturer's consumer warranty, additional charges for repair would apply, and it may be more cost efficient for the subscriber to purchase new equipment.

In the event that a cellular phone or other wireless device is lost or stolen, Verizon Wireless will not hold the subscriber liable for unauthorized calls where the subscriber was not negligent, provided that the subscriber reports the theft promptly to the police and to Verizon Wireless. Once a subscriber notifies Verizon Wireless, service and billing will be suspended for up to thirty (30) days to allow subscriber to replace or recover the phone. In order to suspend service the subscriber must notify Verizon Wireless of the lost or stolen equipment, and provide any reasonable documentation (such as a police report) that Verizon Wireless may request.

For defective or damaged equipment, please refer to the Handset Resolution (FRU Exchange) Program below.

Verizon Wireless' Major Account Manager will assist the subscriber with the purchase of replacement cellular phones. The subscriber may purchase the equipment at the current contract price, subject to certain restrictions and requirements.

b. Additional Warranty Options

Handset Resolution (FRU Exchange) Program

Customers may return/exchange wireless equipment purchased from Verizon Wireless direct channels for any reason within 30 days of the original date of purchase. Customers may

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return/exchange one wireless phone per new purchase unless there is a manufacturer's defect.

Customers with an eligible defective handset may exchange the handset for a new unit within 30 days of date of purchase. After the initial 30-day return period Verizon Wireless will assist the subscriber with the manufacturer's warranty process. If the equipment is defective after the initial 30-day return period, but before expiration of the manufacturer's warranty, the subscriber may receive a Field Replacement Unit (FRU) in exchange for the defective unit at no charge. Beyond the expiration of the manufacturer's warranty period, the subscriber may receive a FRU, but Verizon Wireless will assess a \$50 fee for equipment that is replaced due to manufacturer defect.

Extended Warranty

Under the Extended Warranty Program, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only. Verizon Wireless will exchange defective equipment (after the 13th month) with a new or refurbished Unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. The monthly fee for this program is \$1.99 per line.

Wireless Phone Protection

Verizon Wireless offers its customers access to wireless equipment insurance through the "Wireless Phone Protection" program. This option will allow the subscriber, under certain circumstances, to purchase wireless equipment insurance through a Third Party Equipment Insurance Vendor. On behalf of the insurance provider, Verizon Wireless will bill each insured line for the insurance coverage, on a monthly basis, via their Verizon Wireless account. Eligible handset equipment and certain accessories will be covered if lost, stolen, or for accidental physical damage subject to certain restrictions. The insurance carrier will provide new or refurbished replacement units for eligible equipment.

The equipment insurance prices charged may vary by the Verizon Wireless Area in which the subscriber is seeking service. Verizon Wireless may terminate, at any time and in its sole discretion, its relationship with a particular insurance provider and substitute other insurance providers, or cease or eliminate the provision of insurance altogether, with no liability to Verizon Wireless.

Customers may add Wireless Phone Protection within 15 days after purchase. Additional terms and conditions apply and can be provided by the third party insurance provider upon request. The monthly fee for this program is \$4.99 per line plus a \$50.00 deductible for each approved insurance claim occurrence.

Total Equipment Coverage

Total Equipment Coverage (TEC) combines the coverage of the Extended Warranty and Wireless Phone Protection programs. Replacement equipment units will be provided under the applicable program guidelines. The customer must activate the Extended Warranty portion within the requisite time frame to be able to add Wireless Phone Protection at a later date to complete the TEC package. The monthly fee for this program is \$4.99 - \$5.99 per line plus a \$50.00 deductible for each approved insurance claim occurrence.

PLEASE NOTE THAT PRICES FOR EQUIPMENT ARE SUBJECT TO CHANGE.

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

Verizon Wireless does not offer walk-in repairs at any of our retail stores, however, Verizon Wireless will reasonably assist the participating entities with obtaining repair or replacement of equipment under warranty through the FRU exchange program outlined in Section 3.3.13.

3.3.15 Have the ability to provide wireless data services for Personal Digital Assistants (PDA) that have wireless voice service capability. List the supported PDA's by your company and the supporting wireless data services; include a brief description of all services.

Verizon Wireless can offer several wireless data services for Personal Digital Assistants (PDA) to the participating entities, providing access to corporate e-mail, calendar, address book, to do list, contact information and the Internet.

Verizon Wireless' e-mail solutions provide the following functions:

- **Corporate E-mail. Secure mobile access to enterprise e-mail. Subscribers can wirelessly synchronize their company e-mail to their handheld.**
- **Personal Information Management (PIM). Access up to date calendar information, to-do list items, and contact lists from enterprise e-mail applications.**
- **Wireless Internet Access. Subscribers can access public Internet sites using their wireless handheld.**
- **Instant Messaging. Subscriber can easily download leading instant messaging products (e.g. AIM, Yahoo, Microsoft Messenger).**
- **Mobile Enterprise Portal. One user interface access point to all of subscribers' mobile enterprise applications, based on their preferences.**

Verizon Wireless offers the Wireless Sync Solution for wireless synchronization of subscribers' e-mail and PIM information such as calendar, contacts, tasks and notes between a PC and a Verizon Wireless Palm powered or Microsoft Windows mobile device. The Wireless Sync solution provides push capabilities to deliver e-mail and PIM information automatically to the mobile device for an always-up-to-date experience. This application supports Microsoft Exchange, Lotus Domino/Notes and POP3/IMAP e-mail services. With Wireless Sync, subscribers can sync one corporate e-mail account and up to three internet-based (POP3/IMAP) e-mail accounts to their mobile device. It also provides a secure tunnel between the mobile device and the users desktop in order to retrieve e-mail, PIM information, and other documents. Wireless Sync is available with Verizon Wireless Pocket PC and Palm PDA/Smartphone devices. Launch of Wireless Sync for other devices is expected soon.

Verizon Wireless offers several PDA/Smartphone devices. Please see below for a detailed description of the PDA/Smartphone offerings:

PDA Offerings and features.

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Wireless Sync works with NationalAccess and EV-DO-capable PDA/Smartphone devices such as the Samsung i600 and i730, the Treo™ 700w and 650, and the Verizon Wireless XV6700 and XV6600. The Wireless Sync solution supports ActiveSync for Microsoft Pocket PC devices (Samsung i600 and i730, Verizon Wireless XV6600 and XV6700, and Treo 700w) and HotSync for Palm devices (Treo 650). ActiveSync and HotSync allow users to install the Wireless Sync handheld client software and other applications on their PDA/Smartphone device and allow the device and PC to communicate, share files, and synchronize information.

Treo™ 700w

The Palm® Treo™ 700w smartphone is an all-in-one mobile communications and business-productivity solution. The Treo 700w is the first Treo to run the Microsoft Windows Mobile operating system, featuring Microsoft® Windows Mobile™ 5.0. Microsoft Office applications included are Office Outlook® Mobile, Office Excel Mobile, Office PowerPoint® Mobile, and Office Word® Mobile; as well as direct access to Microsoft Exchange Server 2003 for mobile access to information to connect professionals to their critical information on the go.

The Treo 700w runs on BroadbandAccess, Verizon Wireless' EV-DO (Evolution-Data Optimized) wireless broadband network, providing high-speed wireless data access for e-mail, Web browsing, and downloading documents. BroadbandAccess gives customers a fast, convenient way to conduct business while providing employees the speeds required to work efficiently outside the office.

Additional Software Enhancements:

- Today Screen enhancements, which feature the ability to "dial by name" with a few keystrokes on the keyboard, perform a web search directly from the Today Screen and perform one-touch dialing with personalized photo speed dials;
- Ability to manage a call directly from the Today Screen and stay on top of voice mail with on-screen, VCR-like icons, such as rewind, delete and fast-forward controls for easy navigation; and
- Ability to ignore a call and quickly compose a text message by selecting the "Ignore with text" option from the incoming-call screen.

Features that Increase Mobile Productivity:

- EV-DO access for fast downloads of data, e-mail and large attachments;
- Windows Mobile 5.0 operating system;
- Intel® XScale® technology-based processor;
- Ability to send and receive e-mail from multiple corporate and personal e-mail accounts, with built-in support for Microsoft Office Outlook Mobile, Hotmail, Yahoo!, AOL, and other POP3 and IMAP accounts;
- On-device access to Microsoft Office Word Mobile, Office Excel Mobile, and Office PowerPoint Mobile for viewing, editing and creating Word and Excel Mobile documents, as well as viewing PowerPoint Mobile presentations. In addition, with Pictel PDF viewer (included on installation CD), subscribers can view PDF documents;
- Unified messaging application, including e-mail, SMS and MMS;
- Support for Wireless Sync to provide the convenience of push e-mail and easy access to personal information-management tools, such as contacts and calendar, as well as enterprise tools, such as device management and file synchronization; and
- Sufficient memory to manage business and personal digital needs in one place with 128MB of memory and 60MB of dedicated storage capacity.

Other Treo 700w Features and Benefits:

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- Full QWERTY keyboard with LED Backlight for easy text entry and accessing information;
- 5-way navigation button that lets you scroll through applications;
- 1.3-megapixel camera to shoot crisp, clear digital images and videos;
- Integrated Bluetooth® 1.2 wireless technology for communicating with compatible headsets, car kits, computers, and printers equipped with Bluetooth technology;
- Voice Command for voice dialing;
- Speakerphone;
- Expansion card slot (SD, SDIO, and MultiMediaCard compatible); and
- 240x240 color transfective (TFT) touchscreen.

Treo™ 650

With the Treo™ 650 smartphone and Wireless Sync service, the subscriber will be able to receive e-mail when they're out of the office. The Treo 650 combines a full-featured mobile phone and a Palm® OS 5.4-based PDA organizer with wireless data applications in one compact device. The Treo 650 includes a full QWERTY keyboard for easy text entry and accessing information and a 5-way navigation button that lets you scroll through applications. Additional features include a speakerphone; an easy-to-read color and touch-sensitive screen; menus and lists; integrated camera with video capture; built-in Web browser; Infrared (IR) Port; 32 MB of RAM with Secure Digital (SD) slot for memory and I/O expansion applications; Bluetooth® hands-free compatible; and a MP3 player.

Verizon Wireless XV6700

The XV6700 is an all-in-one PDA and fully functional mobile phone loaded with Microsoft® Windows Mobile™ 5.0, Bluetooth® technology, built-in Wi-Fi™, and features Wireless Sync to keep business professionals connected while on the go and out of the office. The XV6700 runs on Verizon Wireless' EV-DO (Evolution-Data Optimized) wireless broadband network. With its EV-DO and Wi-Fi capabilities, the XV6700 enables subscribers to be productive and stay connected.

With the XV6700, a subscriber will find a similar Windows-based PC experience they are accustomed to with their desktop PC or laptop. The XV6700 includes Microsoft Office programs for Windows Mobile including Office Outlook® Mobile, Office Excel Mobile, Office PowerPoint® Mobile, and Office Word® Mobile, making it an ideal device for business professionals to manage e-mails, spreadsheets and presentations regardless of location. The XV6700 also supports Microsoft Exchange ActiveSync® for over-the-air synchronization of e-mail and calendar information with Microsoft Exchange Server 2003.

Additional features of the XV6700 include:

- Dual Band (800MHz CDMA/1900MHz PCS)
- 1xEV-DO / 1xRTT
- Powered by a 416 MHz Intel® PXA270 processor
- 64MB RAM / 128 MB Flash ROM
- MiniSD Card expansion slot
- Built-in Bluetooth® technology, which supports the following Bluetooth profiles: wireless headset, hands-free accessories, file transfer and synchronization with compatible PCs. It does not support all object exchange (OBEX) profiles
- 2.8" TFT 65K color main display (240 x 320)
- Slide out QWERTY keyboard that opens from the side and automatically changes screen orientation from portrait to landscape viewing mode
- 5-Way Navigational Pad

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- 1.3 Megapixel camera/camcorder with built-in flash and macro functions, 8X digital zoom control, and resolution adjustment.
- Multimedia Messaging Service (MMS)
- TXT Messaging with EMS (Enhanced Messaging Services)
- Windows Media Player 10
- Built-in two-way speakerphone

Verizon Wireless XV6600

Verizon Wireless offers the XV6600 an all-in-one PDA and fully functional mobile phone. The XV6600 is EV-DO capable and features Wireless Sync and Windows Mobile™ Pocket PC Phone Edition software to keep business professionals connected while on the go and out of the office. The XV6600 is based on Intel XScale technology and includes the full suite of standard Windows Mobile-based applications, including Microsoft Pocket Excel, Outlook, Word, Internet Explorer, Windows Media Player and Reader, Microsoft ActiveSync, and MSN Messenger.

The XV6600 features include a 3.5" QVGA 65K color transfective LCD display; integrated slide out QWERTY keyboard; speakerphone; equipped with 64MB RAM with SD I/O expansion slot for additional memory and peripheral devices; and supports multiple audio, video and image formats such as .wav and .mp3 (audio) and .bmp, .jpeg, .gif (image). The device is also Bluetooth enabled, allowing it to be used with wireless headsets and as a wireless modem for other devices. The XV6600 is available with or without camera functionality.

Verizon Wireless is continuously reviewing and testing handsets to provide additional choices of equipment.

Samsung i730

The versatile Samsung i730 is a Windows powered Pocket PC that combines a fully featured wireless phone with Microsoft® Windows® applications. The i730 supports Windows Mobile software including Pocket Outlook®, Pocket Internet Explorer, and Microsoft® Windows Media™ Player. The i730 allows the subscriber to download files with Microsoft® Reader for Pocket PC; create documents and spreadsheets with Pocket Word and Pocket Excel and capture, store and view digital photos. The i730 is EV-DO capable and supported by BroadbandAccess speed for increased productivity and quick turn around time to customers, colleagues, and business partners. With average speeds of 400-700 Kbps⁷, subscribers can receive and view large e-mail attachments right from the handset.

The i730 has a host of features that offer flexibility and scalability: a large high-resolution 65K TFT color screen, speakerphone, voice-signal voice-recognition technology, IR port and USB sync, and 64 MB of RAM with SD I/O expansion slot for additional storage space; and Bluetooth hands-free compatible.

In addition, Verizon Wireless also offers the BlackBerry Solution®. This service pushes e-mails to a subscriber's BlackBerry handheld in order to access information remotely. The BlackBerry Solution supports Microsoft® Exchange, Lotus® Domino™, and Novell Groupwise. Furthermore, when used in conjunction with a BlackBerry Enterprise Server (BES), PIM information such as calendar, contacts, tasks and notes is forwarded to the device. With an

⁷ Speed claim based on our network tests with 5 MB FTP data files, without compression. Actual throughput speed and coverage vary.

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existing BES, subscribers of the participating entity would only need to purchase the BlackBerry handheld.

The BlackBerry integrated handhelds let you manage all of your business communications and information. Verizon Wireless currently offers the following three BlackBerry wireless handhelds from Research In Motion:

1. BlackBerry 7750 – The BlackBerry 7750 has an easy-to-read color LCD screen, QWERTY keyboard, a track-wheel for navigation and an intuitive menu-driven interface for quick access to e-mail, phone, text messages, organizer and corporate applications. It also provides USB charging and synchronization, 14.5 MB of flash memory and 2 MB of SRAM. The large, vibrant color screen provides ample workspace to increase productivity.
2. BlackBerry 7250 - The BlackBerry 7250 provides additional features on a smaller form factor that includes Bluetooth® support for use with a head set or car kit, a bright backlit 240x160 full color display that supports over 65,000 colors, and full HTML Web browsing. Enhanced memory with 32MB of flash memory and 4MB SRAM allows ample storage for applications and data. The best in class processor for the 7250 offers fast downloading of attachments and access to critical information via internet connections to the participating entity corporate database or other information residing behind your firewall (with the appropriate IT administrative procedures).
3. BlackBerry 7130e - The BlackBerry 7130e with BlackBerry Desktop Software version 4.1 is a powerful handheld featuring EV-DO capability, Bluetooth® support, a large high resolution (240x160 pixels) LCD screen with bright LED backlight supporting over 65,000 colors, SureType™ QWERTY keypad, an internal high performance antenna. Access the Internet from any laptop or PC by using the tethered modem capability, which allows the device to be used as a stand-alone Verizon Wireless EV-DO modem. Additional features include: 1X/EVDO/GPS (E911/LBS); 64 MB Flash Memory and 16 MB SRAM; voice input/output integrated speaker and microphone; hands-free and Bluetooth headset capable; thumb-operated trackwheel navigation and ESC key; and Hearing Aid Compatibility. In addition, the BlackBerry 7130e is password protected and has a keyboard lock.

With further clarification from <your company>, Verizon Wireless may be able to discuss other 3rd party solutions to meet any other requirements and/or device platforms you may require.

3.4 Walkie-Talkie Equipment and Service

3.4.1 Does your company provide walkie-talkie equipment and services? If so, provide a description of walkie-talkie technology, include the following:

Push to Talk Overview

Verizon Wireless offers a two-way radio (walkie-talkie) type service, called Push to Talk. Push to Talk allows subscribers to push a button and automatically connect to another Verizon Wireless Push to Talk subscriber (or groups of subscribers). Subscribers can utilize either the speakerphone mode, "walkie-talkie" function or a privacy mode allowing for traditional phone style use. Subscribers must have a Verizon Wireless Push to Talk capable handset and must

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subscribe to a Push to Talk calling plan⁸. Push to Talk functions throughout our National Enhanced Services Rate and Coverage Area using the Verizon Wireless 1xRTT data network.

Features and Benefits

- Walkie-Talkie feature - Provides communication with the touch of a button.
- Unlimited Push to Talk – Receive unlimited walkie-talkie type service.
- National availability and connectivity – Verizon Wireless Push to Talk subscribers can connect directly with other Verizon Wireless Push to Talk subscribers nationwide on the Verizon Wireless National Enhanced Services Rate and Coverage Area.
- Web-based management of Push to Talk contacts – Gives subscribers the ability to create and manage their individual and group contacts by visiting the Push to Talk web site at <http://www.vzwpushtotalk.com/>.
- One Phone Number for voice and Push to Talk – Eliminates the need for multiple phone numbers.
- Group Calls – Call several individual contacts simultaneously. The user simply creates a group in their online contact list, making group conferencing easy.

Functionality

With Push to Talk, the subscriber has the choice of making two types of calls:

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

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

When using the Push to Talk feature, the subscriber should enter in the receiving party's 10 digit mobile number (the three-digit area code and the seven-digit mobile number). Neither the receiving party nor the originating party should be interrupted if another party tries to call. Incoming voice calls should go directly to voice mail when using the Push to Talk service and will be in the phone's call log. While on a voice call, a Push to Talk subscriber will not be interrupted by a Push to Talk call. The party who originated the new call will receive a message indicating that the subscriber was unavailable.

Equipment

Verizon Wireless currently offers four (4) Push to Talk handsets: The Motorola T300p, the Motorola V60P, the Kyocera KX444, and the LG VX4700.

3.4.1.1 Explanation of how this technology enables secure network access.

The Point to Point Protocol (PPP) sessions enable the mobile device to access the Push to talk network elements over the air. The Challenge Handshake Authentication Protocol (CHAP)

⁸ Customers who cancel their Push to Talk service and change to non-Push to Talk calling plans are required to change to non-Push to Talk handsets.

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process is used to secure access to the PPP session. Once the user has been authenticated and the PPP session has been established, the Push to talk subscriber is assigned an Internet Protocol (IP) address from a protected IP pool. An IP address from the protected IP pool prevents unsolicited data traffic from reaching the mobile device.

3.4.1.2 Ability to encrypt voice/walkie-talkie calls.

The encoding scheme on the 1XRTT data traffic channel inherent in CDMA technology safeguards the IP-based voice packets for Push to Talk service.

3.4.1.3 Information regarding the transmission delay for connection through walkie-talkie service.

The State's ATR or designated user group would work with their assigned Verizon Wireless Account Manager to chose the PTT capable handset for trial purposes. Verizon Wireless would not charge the participating entities to test the equipment and during this testing period the information regarding transmission delay can be determined. Equipment and service is offered free of charge.

3.4.2 Provide a detailed walkie-talkie coverage map with an overlay of state, counties and major highways. Identify areas where geographic coverage is less than 50% by county within each state.

Verizon Wireless acknowledges. Please see Exhibit 1 for the maps requested.

3.4.3 Does your technology offered allow subscribers the ability to:

3.4.3.1 Set up calling groups for walkie-talkie functionality at the same time the walkie-talkie service is activated.

Verizon Wireless Push to Talk (PTT) walkie-talkie service enables subscribers to initiate or participate on a PTT group call with as many as 20 total participants, simultaneously. To initiate a PTT group call, a subscriber must first create a group contact in their online contact list (via www.vzwpushtotalk.com). Once the PTT group contact has been established on the website, the subscriber can select the PTT group that they wish to contact via their mobile device. The subscriber can initiate a PTT group call by pressing the dedicated PTT key on the mobile device. The mobile device will play a tone to indicate that the subscriber can begin speaking.

PTT subscribers can establish up to 50 group contacts. A group contact can consist of up to 20 total members (originator + 19 members).

3.4.3.2 Create, edit and manage calling groups online.

Verizon Wireless Push to Talk enables subscribers to make Group Calls by calling several individual contacts simultaneously. The user simply creates a group in their online contact list, making group conferencing easy.

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PTT subscribers can establish up to 50 group contacts. A group contact can consist of up to 20 total members (originator + 19 members).

3.4.4 Provide details regarding the following:

3.4.4.1 Ability to disable voice wireless service from the combined voice/walkie-talkie service (i.e., only walkie-talkie service).

Verizon Wireless' Push to Talk product enables users to only utilize the walkie-talkie function. This feature will provide government accounts the benefits of communications while minimizing risk. Push to Talk Unlimited restricts voice calling. As a result, a governmental entity minimizes the risk that employees will make personal calls. Directory assistance and Get It Now service are also suppressed to ensure that a government account does not incur unexpected charges.

Some restrictions include:

- Government Liability Only
- Push to Talk capable phone required.
- This plan requires the customer to restrict voice calling through the handset. However, not all Push to Talk handsets support the call restrictions. Motorola T300p handsets and V60p handsets can be restricted.
- If the governmental entity requests to have voice usage, the governmental entity must select one of the America's Choice with Push to Talk calling plans.

Note: The ability to place 911 calls in an emergency should not be restricted.

3.4.4.2 Walkie-talkie usage and measurement for billing.

Verizon Wireless bills time in full minutes; e.g. a 1 minute 40 second call will be billed at 2 minutes.

3.5 Natural Disaster or Statewide Emergencies

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

Wireless Priority Service:

Verizon Wireless is working closely with the National Communication System (NCS) of the Department of Homeland Security to develop national Wireless Priority Service (WPS) on the Verizon Wireless Code Division Multiple Access (CDMA) network. The NCS's objective is to launch the initial version of CDMA WPS in early Q2 2006. Verizon Wireless is under contract to launch WPS on our network and we expect to begin deploying the service in the most highly populated government markets starting Q2 2006. Verizon Wireless will provide CDMA WPS pricing to qualified users as determined by the Department of Homeland Security (DHS) upon release of Verizon Wireless CDMA WPS in any Verizon Wireless market(s) to which this contract applies.

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- 3.5.2 Be able to activate equipment and wireless service within 24 hours after request in the event of a State disaster/emergency.

The Significant Event Response Team (SERT) provides support to Police, Fire, Emergency Services, Government Agencies, and Humanitarian Organizations in response to a major event or emergency. SERT will provide wireless phones and accessories, on-site technical support and field level engineering support on a 24-hour on call basis.

- 3.5.3 Detail procedures required applying for and initiating priority status service.

The following steps must be followed when applying for and initiating priority status service:

1. **The customer must contact the National Communications System of Department of Homeland Security (DHS) via <http://wps.ncs.gov/request.html> to request authorization for wireless priority service (WPS).**
2. **The customer should use their existing WPS POC logon, or make a request for a new WPS POC Logon if this is the first time requesting WPS through the DHS.**
3. **The customer should complete the Request WPS form on the <http://wps.ncs.gov> consistent with the instructions provided on the DHS website.**
4. **The Verizon Wireless Sales Representative must get authorization from the authorized signer on the account in order to add the WPS feature on the Customer account.**
5. **The WPS Activation Team in the FAST Technical Support organization will receive an approval from the DHS listing the mobile number and the priority level for each DHS authorized WPS user no sooner that the date of the first market launch.**
6. **The Verizon Wireless WPS Activation Team will confirm that the WPS Activation Order for each mobile number has been approved by the WPS account's authorized Signer.**
 - a. **If the authorized signer has approved the WPS Feature Activation for the mobile number, then the appropriate WPS feature will be added to the customer account.**
 - b. **If the authorized signer has not approved the WPS Feature Activation, then the Verizon Wireless Sales or FAST Customer Support team will contact the authorized signer for their approval to add the feature to the account.**

- 3.5.4 List all airtime or fees associated with priority service.

Verizon Wireless will provide CDMA WPS pricing to the qualified users as determined by the Department of Homeland Security (DHS) upon release of Verizon Wireless CDMA WPS in any Verizon Wireless market(s) to which this contract applies.

3.6 Pricing and Service Plans

- 3.6.1 Provide pricing proposals for each of the plan options found in Attachment E. The proposed services and pricing shall meet or exceed the current technology and service plans available.

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Verizon Wireless acknowledges.

3.6.1.1 Offer participating entities equivalent or lesser cost plans than offered to private or public agencies through promotional, solicitations and/or contractual arrangements.

In the event that Verizon Wireless reduces the rates of its generally available commercial price plans that are incorporated into the pricing offer under Option 2: "Discount off Existing Plans" in Attachment E, Verizon Wireless will make those price plans available to the participating entities, subject to the terms and conditions of the price plans. Special terms of the existing price plans may be available with the new pricing options.

3.6.2 Supply a method of verifying published pricing to compare with proposed plan(s) as part of submitted pricing exhibits. The Contractor shall provide a published web address (URL) with access to fees/pricing to be reviewed and verified by the States.

Verizon Wireless published pricing can be obtained from the following web address:

<http://estore.vzwshop.com/overview/>

3.6.3 Agrees that the actual billed price for wireless equipment and services shall be the lesser of:

3.6.3.1 the publicly available prices as of the date of the Purchase Order or a quote, whichever is lower, less the percent discount set forth in the agreement, or

3.6.3.2 the price set forth on a Purchase Order.

Verizon Wireless will provide the publicly available product or service unless the product or service is a promotional offer. In that case, the participating entity would have the option of choosing the promotional offer or the pricing under the agreement.

3.6.4 Identify any applicable taxes.

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

If any tax is required by law to be collected by Verizon Wireless, or by a serving carrier on a roaming call, then Verizon Wireless will include these taxes on the subscriber's Verizon Wireless bill. If Verizon Wireless incurs any expense to comply with legal or governmental requirements ("surcharge"), then Verizon Wireless can recover these surcharges from the subscriber by including them on the subscriber's bill. Surcharges may change without notice.

For more information, we suggest that you visit the FCC's web site at fcc.gov.

Regulatory Fees:

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Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device. However, listed below are some of the most common charges and fees that may apply.

1. Federal Excise,
2. Federal Universal Service,
3. 911 (varies by Jurisdiction),
4. Sales/Use Tax.

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, 2006 is 2.29% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- VZW Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- IN Calling feature
- Night and weekends feature
- Toll free feature
- Toll USA-Canada

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 \$0.05 per Mobile Telephone Number (MTN) per month, 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 web site at www.fcc.gov.

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Administrative Charge

Verizon Wireless currently assesses an Administrative Charge of \$0.40 per MTN per month. This charge helps to defray certain costs we incur, currently including: (i) fees and assessments on network facilities and services, (ii) charges we, or our agents, pay local telephone companies for delivering calls from our customers to their customers; and (iii) certain costs and charges associated with proceedings related to new cell site construction. The Administrative Charge, and what is included, is subject to change from time to time. Verizon Wireless will notify you if the charge increases. For more information about this charge, visit www.verizonwireless.com.

In most billing systems, the FUSC, Regulatory Charge, and Administrative Charge are included in the "Verizon Wireless Surcharges" section of the bill.

The following is a list of taxes for all the WSCA participating states that could also apply:

Arizona Tax, Fee's, and Government Surcharges

- Arizona Transaction Privilege Surcharge on Arizona State
- E911

California Tax, Fee's, and Government Surcharges

- CA Teleconnect Fund
- California State PUC Fee
- California State 911 Fee
- California Relay service Communication Device Fund
- California State High Cost Fund B
- California State High Cost Fund A
- Lifeline Surcharge

Colorado Tax, Fee's, and Government Surcharges

- Colorado High Cost Fund Surcharge
- Colorado State Sales Tax
- County Sales Tax
- RTA Tax
- Local SPD Tax

Hawaii Tax, Fee's, and Government Surcharges

- Hawaii Public Service Surcharge
- Hawaii State PUC Fee
- Hawaii General Excise Surcharge
- Hawaii State 911

Idaho Tax, Fee's, and Government Surcharges authorities and wireless carriers for E911 system enhancements.

- Idaho Telecommunications Service Assistance
- County E911

Montana Tax, Fee's, and Government Surcharges

- Montana TDD Telecommunications Service Fee
- Montana Telecommunication Excise Tax

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Nevada Tax, Fee's, and Government Surcharges

- Nevada Telecom Relay Surcharge
- County GIS Fee
- County Business License Fee

New Mexico Tax, Fee's, and Government Surcharges

- New Mexico Gross Receipts Surcharge
- New Mexico State 911 Fee

Oregon Tax, Fee's, and Government Surcharges

- Oregon State Telecom Relay Service Surcharge
- Oregon State 911 Surcharge
- Federal Tax

Utah Tax, Fee's, and Government Surcharges

- Utah Emergency Service Charge
- Utah State Universal Service Fund
- Utah State Sales Tax -
- County Sales Tax
- Utah Municipal Telecomm License Surcharge

Washington Tax, Fee's, and Government Surcharges

- Effect of City Tax

3.7 Equipment Ordering and Service Activation

- 3.7.1 Upon execution of a Participating Agreement, awarded vendor must request standard equipment ordering and service activation procedures.
 - 3.8.1.1 Hours of Operations shall be maintained for service/support, ordering and walk-in orders during normal business hours by each geographic location.

Verizon Wireless acknowledges.

- 3.7.1 Provide an order receipt acknowledgement within one (1) business day after receipt of an order. The order receipt acknowledgement must include the following:
 - 3.7.1.1 Equipment and/or service plan purchased
 - 3.7.1.2 Contractor order number
 - 3.7.1.3 Agency order number/Purchase order number
 - 3.7.1.4 Subscriber's name
 - 3.7.1.5 Bill to address
 - 3.7.1.6 Ship to address
 - 3.7.1.7 Ordering department
 - 3.7.1.8 Account information
 - 3.7.1.9 Additional information required by the State

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Business Sales Representatives will submit all activations and equipment orders through a Verizon Wireless Order Management system. Once the Business Sales teams transmit a Order Management order, an email confirmation will be transmitted and can be sent to the participating entity within one business day of receipt of an order. The order receipt will contain the following information:

- **Equipment and/or service plan purchased;**
- **Contractor order number;**
- **Subscriber's name or SPOC information;**
- **Agencies' name**
- **Phone numbers assigned to new lines;**
- **Electronic Serial Number (ESN);**
- **Date shipped; and**
- **Tracking number.**

Verizon Wireless continues to enhance our order processes and will provide the customer with additional information upon review of each request.

3.7.2 Notify the representative within one (1) business day after order acknowledgment if an item is out of stock. The representative shall have the option of:

3.7.2.1 Substituting an available product, or

When placing an order, the Verizon Wireless sales representative has the ability to verify stock quantity and the ability to substitute another product.

3.7.2.2 Canceling the item from the order

Verizon Wireless acknowledges. When placing an order, the Verizon Wireless sales representative has the ability to cancel an item from the order.

3.7.2.3 Get comparable equipment to the subscriber within 15 days of the order at no additional cost.

Verizon Wireless acknowledges.

3.7.2.4 Under no circumstance is the Contractor permitted to make substitutions.

Verizon Wireless acknowledges.

3.7.3 Provide confirmation of order shipment. The shipment confirmation procedure must contain the following information:

- 3.7.3.1 Phone number for new lines
- 3.7.3.2 Electronic serial number (ESN)
- 3.7.3.3 Date shipped
- 3.7.3.4 Tracking number
- 3.7.3.5 Account number
- 3.7.3.6 Subscriber name

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3.7.3.7 Additional information mutually agreed upon by participating entity and the Contractor

Business Sales Representatives will submit all activations and equipment orders through a Verizon Wireless Order Management system. Once the Business Sales teams transmit a Order Management order, an email confirmation will be transmitted and can be sent to the participating entity within one business day of receipt of an order. The order receipt will contain the following information:

- **Equipment and/or service plan purchased;**
- **Contractor order number;**
- **Subscriber's name or SPOC information;**
- **Agencies' name**
- **Phone numbers assigned to new lines;**
- **Electronic Serial Number (ESN);**
- **Date shipped; and**
- **Tracking number.**

Verizon Wireless continues to enhance our order processes and will provide the customer with additional information upon review of each request.

3.7.4 Provide account changes or termination acknowledgements within 24 hours of a change or termination request.

Verizon Wireless acknowledges.

3.7.5 Provide detailed processes and procedures for the following:

3.7.5.1 Freight/deliveries prepaid by the Contractor, to the receiving point destination upon order, within the participating entities.

Verizon Wireless acknowledges. However, if the participating entity requests expedited delivery, those costs will be billed to the participating entity.

3.7.5.2 Responsibility and liability for loss or damage for all orders until final inspection and acceptance, when the ordering organization shall assume responsibility, except the responsibility for latent defects, fraud, and the Contractor's warranty obligations.

Verizon Wireless acknowledges.

3.7.5.3 Urgent delivery in disaster/emergency situations. In these cases, the Contractor may provide expedited delivery (e.g., Overnight Fed-X, UPS, or schedule pick of equipment at a retail center).

The Verizon Wireless Significant Event Response Team (SERT) provides support to Police, Fire, Emergency Services, Government Agencies, and Humanitarian Organizations in response to a major event or emergency. SERT will provide wireless phones and accessories, on-site technical support and field level engineering support on a 24-hour on call basis.

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- 3.7.6 Provide a packing slip with all shipped orders to include the following:
 - 3.7.6.1 Representative's name, section or unit name, location (street address, building, floor, and room number).
 - 3.7.6.2 Designated contact/name of ordering person (if different than representative).
 - 3.7.6.3 Billing address
 - 3.7.6.4 Ship-to address
 - 3.7.6.5 Contractor order number
 - 3.7.6.6 Agency order number (purchase order number), if applicable
 - 3.7.6.7 Description of items
 - 3.7.6.8 Additional information required by each participating entity
 - 3.7.6.9 Itemized each product in packages containing more than one item

Verizon Wireless acknowledges.

- 3.7.7 Ensure for new subscribers, shipped equipment is activated, registered, and ready for use, unless specified otherwise.

Verizon Wireless acknowledges. The Verizon Wireless Sales Representative will facilitate all customer order requests upon placement.

3.8 Invoice/Credit Memo Requirements for Services and Equipment

- 3.8.1 Provide two optional forms of invoicing to participating entities:
 - 3.8.1.1 Electronic format (email, CD, DVD, etc)

Internet Billing Analysis System (IBAS)

Verizon Wireless' IBAS is a powerful web based tool to assist the Participating entities in managing its cellular usage, evaluating trends, creating reports, and paying invoices. IBAS can address the Participating entity's billing and reporting needs in an easy-to-use, accessible format. IBAS will also allow the Participating entity to perform many functions, including the following:

- **Receive on-line reporting in a consolidated manner or broken out by account number and cost center.**
- **View individual phone information, such as airtime usage and call detail.**
- **Assign custom information/attributes to each mobile number to allow for specific, customized analysis.**
- **Query and filter data, based upon airtime usage and charges.**

The IBAS Application provides the user with secure Internet access and a simple Main Menu to direct the user to their specific reporting needs.

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Modify Cellular Number Information – Increases the reporting and analysis capabilities of the IBAS system by allowing the customer to assign information, including user name, user id, cost center, and e-mail address, to each mobile number.

Analyze Billing Data – Permits the user to perform ad-hoc analysis on the many variables that comprise the company's overall cellular usage. This function provides extensive calling information including in-depth data on roaming. Call detail can be easily extracted to an Excel or Word file based on virtually any criteria the user desires.

Reports – Creates cost center, account level, hierarchy level, or company-wide reports that contain airtime usage and charges information. The user can set the billing period (up to one year), and get summary information, create customer specific header and footer settings, filter the data based on user chosen parameters, and export information to Excel, Word, CSV or Tab as needed.

View Custom Hierarchies – Displays the hierarchy and invoicing points that the customer asked to have created in the IBAS system. Once the hierarchy has been selected, the user can drill down on a selected node from the hierarchy to get names and phone information.

User Hierarchy Association – Allows the Participating entities to restrict user access to view charges, make basic subscriber modifications and run reports on specific information within IBAS. This is dependent on the hierarchy structure that is created.

View/Distribute Memo Bill – Enables the user to view courtesy statements (including call detail) for individual phones, view the costs associated with a particular mobile number, and e-mail individual statements to a user-specified recipient. Also allows the user to transmit, via e-mail, individual bills or batches of individual memo bills to predetermined recipient e-mail addresses. This can be accomplished by selecting the subscriber names, mobile numbers, account numbers, cost centers, hierarchy nodes, or the company-wide option from the filter screen. Information may be downloaded to Word, Excel, CSV or Tab as needed.

Grand Total Report – Provides an overall view of the Participating State's cellular charges as presented in IBAS. The filter screen allows the user to view charges at the billing account level. This report also provides a tally of total number of subscribers (telephones) consolidated by IBAS in a given bill presentment period.

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IBAS is designed to provide timely, accurate usage and charge information that will allow the Participating entities to better manage their wireless business communications spend based on your specific requirements. Please note: IBAS data presentment may be up to 60 days in arrears.

Verizon Wireless reserves the right to substantially modify or replace the online reporting/invoicing system from time to time upon prior notice to its affected customers. The Verizon Wireless IBAS reporting tool will give the Participating entities the option to view raw data. This raw data is available with the monthly IBAS reports, which are available within forty-five (45) to sixty (60) days of the end of each month's billing cycle.

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NOTE: Raw billing data is provided for informational purposes only and does not reflect actual billed charges. Therefore, raw billing data should not be used for calculating and making payment for service. Please refer to the invoice for actual amounts due.

3.8.1.2 Hard copy (paper based invoices)

Please refer to the Verizon Wireless response provided above.

3.8.2 Ensure that all invoices be submitted on a monthly basis on Contractor's letterhead.

Verizon Wireless acknowledges.

3.8.3 Work with each participating entity on setting the Monthly Billing Cycle date. Master/Parent invoices must include individual account invoices for verification purposes. All/each invoice must contain at a minimum the following elements:

3.8.3.1 Contractor name, address, and telephone number

Verizon Wireless acknowledges.

3.8.3.2 Invoice Period

Verizon Wireless acknowledges.

3.8.3.3 Contract Number

Verizon Wireless acknowledges.

3.8.3.4 Vendor's Remittance Address

Verizon Wireless acknowledges.

3.8.3.5 Parent Account Number, if applicable

Verizon Wireless acknowledges.

3.8.3.6 Account Number

Verizon Wireless acknowledges.

3.8.3.7 Cost Center - if requested by participating entity

Verizon Wireless acknowledges.

3.8.3.8 Agency Billing Code - if requested by participating entity

Verizon Wireless acknowledges.

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3.8.3.9 Plan Name

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3.8.3.10 Monthly service charges broken down and grouped by cost center: Itemized Charges – Monthly Service, Feature, Airtime, Long Distance, Roaming, Data, etc.

Verizon Wireless acknowledges.

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3.8.3.11 Adjustments

Verizon Wireless acknowledges.

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3.8.3.12 Total Service Charges

Verizon Wireless acknowledges.

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3.8.3.13 Taxes (if applicable)

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3.8.3.14 Total of Charges, if cost centers are used, total of each cost center must be shown.

Verizon Wireless acknowledges.

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3.8.3.15 The bottom of each invoice shall have a total for all orders, a total for all credits and amount due.

Verizon Wireless acknowledges.

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3.8.3.16 Additional information as required by the participating entity.

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3.8.3.17 For equipment: product cost details – A detailed breakdown of product cost by line item: product published cost, product discount, product cost to States, etc.

Verizon Wireless offers three options for equipment billing: 1) bill to "airtime account," 2) credit card, and 3) "separate bill." The "airtime account" and credit card options do not give the level of detail being requested. The "separate bill" option will provide a detailed breakdown of product cost by line item.

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3.8.3.18 For equipment: Person placing order

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This request can be achieved through the separate bill option described above.

3.8.3.19 Method of ordering

Verizon Wireless acknowledges.

3.8.3.20 Quantity

Verizon Wireless acknowledges.

3.8.3.21 Ship to address

Verizon Wireless acknowledges.

3.8.3.22 A separate line-item for tax and delivery charges

Verizon Wireless acknowledges.

3.8.4 Credit Memos to include the following information:

3.8.4.1 Credit date of issue

Verizon Wireless acknowledges.

3.8.4.2 Subscriber/account number

Verizon Wireless acknowledges.

3.8.4.3 The invoice number and date

Verizon Wireless acknowledges.

3.8.4.4 Reason for credit

Verizon Wireless acknowledges.

3.8.4.5 Amount of credit issued

Verizon Wireless acknowledges.

3.8.5 Credits issued to appear on the next monthly invoice as a separate line item.

Verizon Wireless acknowledges. Please note, however, that some credits may take up to sixty (60) days to reflect on the invoice sent to the participating entity.

3.8.6 Resolve all credit memos within 4 business days of notice from participating entity.

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Verizon Wireless will determine resolution of any credits within 4 business days of notice from the participating entity. Please note, however, that some credits may take up to sixty (60) days to reflect on the monthly invoice.

3.8.7 Ensure that there will not be any service outages during outstanding balances, disputed amount owed or late payments due.

Verizon Wireless acknowledges.

3.9 Customer Service and Customer Service Representatives

3.9.1 Remote customer and Technical support must be available 24 hours a day, seven (7) days a week for all support questions, including but not limited to hardware problems, service problems and network issues.

Verizon Wireless provides Customer Service and Technical support to troubleshoot and to help resolve customer service or technical related issues.

Enterprise account customer service specialists are available via a toll and airtime free number. Support includes interfacing with the accounts' telecommunication contacts, subscribers, other carriers, and the equipment warehouse. The customer service specialists are trained to address customer inquiries and troubleshoot problems, and are committed to managing an account's cellular needs nationwide. The Verizon Wireless enterprise account customer service teams are located in five strategic centers in the United States.

Technical Support Specialist(s) are available twenty-four (24) hours a day, seven (7) days of the week. The Wireless Data Technical Support (WDTS) group can help troubleshoot any data products including PDAs and aircards. The WDTS can be reached by phone at 1-866-788-9387.

Data Network Operations Center (DNOC) has procedures in place that are designed to troubleshoot and/or resolve problems that may arise. These include the following:

- Availability of a Data Help Desk and DNOC for problem resolution,
- Prompt investigation of problems,
- Notification of key individuals, including wireless data engineers and technical experts, if necessary,
- Establishment of estimated timeframes for actions and resolution, and
- Upon resolution, notification to the customer.

Network Operations Control Center, Bedminster, NJ and Westlake, TX

The Verizon Wireless National Operations Control Center (NOC) serve as the hubs of the company's regional network operations. Available 24 hours a day, seven days a week, the NOC monitors cell sites, mobile switching centers, mobile data switching systems, and transmission facilities for potential problems. Equipment electronically tracks system alarms and immediately reports these instances to surveillance engineers to investigate and act on promptly. When an alarm is activated, the system gives detailed information such as the name and cell location, the switch location, the numbers of local commercial power, police and fire departments, and even in-depth directions to the cell site. The network management

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system also gives surveillance engineers the capability of performing remote diagnostic procedures and restoration of service.

Data Engineer Support

The Verizon Wireless Data organization will provide a system engineer to function as the Technical Project Manager throughout the NationalAccess implementation. The system engineer will have overall management responsibility for the implementation and testing of the network, software, and Mobile End Systems. They will work closely with customer implementation teams acting as on-site technical support during initial turn up and testing. System engineers will also work with the NOC in providing customer network information and outage contact numbers, in addition to coordinating system maintenance with customers.

Alarm Procedures

Business hours (08:00 - 17:00)

During business hours surveillance engineers will alert regional Network Operations of critical alarm conditions. Regional Operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. They will also notify the NOC of trouble resolution.

After Hours (17:00- 08:00)

After business hours the NOC will initiate corrective actions on critical alarms. Failure to remotely diagnose and correct equipment problems will result in the immediate page to regional "Night Watch" personnel. Regional Operations will respond normally within one hour, providing the NOC of estimated time of arrival and service restoration. They will also notify the NOC of trouble resolution.

Outage Notification

Unscheduled outages will be reported immediately to an automated voice mail system that will notify appropriate Verizon Wireless personnel. System engineers will coordinate scheduled maintenance outages.

Verizon Wireless has the capabilities to support the Participating entity's wireless data needs. Verizon Wireless is committed to providing the highest quality customer service, technical support, and program management required to implement wireless solutions on a national basis. The following defines how our organization will support the Participating entity's requirements for a data solution:

Single Point of Contact
Program Management
Implementation Meetings
Comprehensive Customer Care
Escalation Procedures

Account Management
Network Transition Teams
Single Source Provisioning
Technical Support
Consolidated Billing

- 3.9.2 Designate a primary customer service representative (CSR) and technical service representative (TSR) with government contract experience which is:
- 3.9.2.1 Assigned to meet the needs and is responsible for the WSCA contract and using entities.
 - 3.9.2.2 Available for activating and terminating services, making changes to accounts, answering questions, and assisting in problem resolution.

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- 3.9.2.3 Responsible for escalating problems in the following areas:
billing/invoicing, technical support, and network issues.
- 3.9.2.4 Authority to escalate service or technical issues up to and including corporate. (Details for these procedures must be submitted with proposal.

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

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

The Verizon Wireless Account Management team will work together with the Verizon Wireless Business Support Center (BSC) for customer service. The objective of the Verizon Wireless BSC is to provide world-class customer service to business accounts, specifically telecommunications managers and end-users. The BSC is comprised of tenured representatives with various backgrounds ranging from technical, sales, financial services, and customer service. The BSC is led by a team of supervisors with years of experience in sales and customer service within Verizon Wireless. In addition, the BSC supports all activation, equipment fulfillment and accessory orders for the Verizon Wireless Direct Sales Channel.

BSC Roles and Responsibilities:

- Billing issues/inquiries
- Technical troubleshooting
- Roaming troubleshooting
- Calling plan changes
- Addition/deletion of features
- Consolidation/deconsolidation of accounts
- Assumptions of service/bill name changes
- Electronic billing requests
- Equipment number changes (including serial number)
- Retention
- New line activations
- Upgrades
- Accessory orders

These teams assist with all of the Participating entity's inquiries for customers related to Verizon Wireless services. During the hours the BSC team is available, the subscriber may contact the local BSC, which is trained to effectively handle all situations via a toll and airtime free number. In addition, the Verizon Wireless Customer Care team can handle limited emergency issues that may arise after BSC hours, on a limited basis. This group of professional Customer Care Specialists can also be reached toll and airtime free at the number below:

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611 or *611, from the wireless phone or 1-800-922-0204 from any wireline phone.

3.9.3 Notify the lead State in writing of any unresolved issues or problems that have been outstanding for more than one billing cycle.

Verizon Wireless acknowledges.

3.9.4 Institute procedure and describe the process to proactively monitor calling volume and patterns. The Contractor shall immediately report unusual calling volumes and patterns to the subscriber, such as usage or cost doubling from the previous month, or months with zero usage, etc. Should the subscriber declare such activity as fraudulent, Contractor shall immediately deactivate the service.

Verizon Wireless currently uses internal fraud prevention systems that are transparent to our customers, such as fraud detection software that flags unusual calling activity. Verizon Wireless has significantly reduced cloning fraud for our customers through the deployment of our digital network and various anti-fraud technologies. Verizon Wireless currently uses authentication fraud technology to help prevent fraudulent use of our network. Authentication is a transparent process that confirms the identity of cellular phones before allowing access to its wireless network. This process virtually eliminates cloning fraud and provides customers more secure wireless communications.

Verizon Wireless offers further security through its development and deployment of its CDMA digital network. CDMA 2000 1X devices are authenticated by the network, prior to access, based on a cryptographic challenge-response authentication scheme. Each device is programmed with a secret A-Key/SSD that is shared only with the network's Authentication Center to enable the cryptographic authentication.

The Verizon Wireless in-house Fraud Task Force team is dedicated to proactively respond to unusual call-pattern alarms generated by fraud-detection software. If you suspect that your mobile telephone number (MTN) and Mobile Equipment Identifier (MEID) have been illegally duplicated, please contact your Verizon Wireless Account Manager.

In addition, Verizon Wireless' IBAS is a powerful web based tool to assist the participating entities in managing its cellular usage, evaluating trends, creating reports, and paying invoices. IBAS can address the Participating entity's billing and reporting needs in an easy-to-use, accessible format. IBAS will also allow the Participating entity to perform many functions, including the following:

- Receive on-line reporting in a consolidated manner or broken out by account number and cost center.
- View individual phone information, such as airtime usage and call detail.
- Assign custom information/attributes to each mobile number to allow for specific, customized analysis.
- Query and filter data, based upon airtime usage and charges.

The IBAS Application provides the user with secure Internet access and a simple Main Menu to direct the user to their specific reporting needs.

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3.9.5 Provide support (detail procedures) to each subscriber that will transition to the Contractor’s services, plans, and equipment.

The Verizon Wireless account team will work with the participating entities to develop a plan to convert existing Verizon Wireless services, as well as converting subscribers the participating entities may have with other carriers to the Verizon Wireless calling plans. Verizon Wireless will coordinate closely with the participating entities to see to it that implementation and migration to Verizon Wireless service is a smooth process. Migration would include activations, equipment provisioning, training, the establishment of a process flow for controls and procedures for purchases, billing format, reporting options, and notification to both organizations in performance of the contract.

The participating entities will take part in the functions of the work effort identified above.

The following steps or requirements are essential for a successful account implementation:

- Identify the number of lines currently using Verizon Wireless service.
- If the participating entity already has a list of available wireless mobile numbers, they should be forwarded to the Verizon Wireless Account Manager.
- If the numbers are not currently available, enterprise account customer service will perform a search based on the account name or name variations.
- The Verizon Wireless Account Manager will present this list to participating entity’s authorized signer who will then approve the numbers for conversion.
- If hierarchy or specialized structure is required, the participating entity will review the list of existing mobile numbers and provide a hierarchy for each mobile number.
- Enterprise account customer service will input the changes defined by the participating entity into the billing hierarchy to comply with the participating entity’s account management and reporting requirements. (Note that there is typically no disruption of service or the need to change phone numbers because these lines are currently using Verizon Wireless’ service. All of the processes are transparent to the subscriber.)

In the event that the participating entity is serviced by a provider that does not have a Consolidation and Activation Agreement with Verizon Wireless, the subscribers of the participating entity may be required to change service providers in order to reap all the benefits of consolidated invoicing and/or reporting offered to the participating entity via Verizon Wireless’ enterprise account management program. Verizon Wireless offers customers the ability to port-in their wireless number through local number portability (LNP) from another carrier which does not necessitate a MTN change but may require an equipment change should the subscriber currently be using a technology that Verizon Wireless’ carrier partner does not support.

3.10 Contract Implementation and Transition

3.10.1 Existing services shall remain in affect during transition. The WSCA lead States requires all subscribers to be transitioned to the awarded vendors service plan,

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within 45 days of contract start. Assuming a July 1, 2006 contract start day, provide a detailed implementation and transition plan containing the following:

3.10.1.1 Implementation process to be used to implement the contract, including time to implement the new pricing structure, products and service levels.

Contract Implementation

It may take approximately 90 days to implement the terms of the contract, which include existing subscribers as well as new subscribers. The implementation timeline is based on the premise that on day 1, the customer's billing, reporting structure, and service requirements are known. The following is a checklist of action items that must occur to implement a National Account contract.

Contract Execution, Notification, Pricing and Support

Please note that the implementation process described below reflects the current process, but may be subject to change.

Day 1

- Contract Signature
- Account Team forwards the executed contract to the Executive Director and coordinates the loading of customer-specific calling plans in all Verizon Wireless billing systems as applicable.
- The Executive Director forwards the contract to the Center Director and Implementation Consultant, together with the consolidator letter.
- Verizon Wireless Extranet Group is notified that an on-line B2B site is required, if applicable.

Day 2

- Account Team forwards account information via Implementation Kickoff Document and consolidator letters to the Implementation Consultant.
- The Implementation Consultant obtains Account Operations team member name(s) and contact number(s) from the center manager.

Day 3

- The Implementation Consultant coordinates meeting with Account Operations Supervisor and Account Team within two (2) business days of receiving signed contract and Implementation Kickoff Document. The Implementation Consultant documents results on the Implementation Checklist and Implementation Action Plan.

Day 4

- The Implementation Consultant requests a query of customer mobile accounts in Verizon Wireless billing systems from Reporting Analyst, if necessary.

Day 5 – Customer Meeting

- Pre-Customer Meeting – The Carrier Operations distributes consolidator letters and account profiles to other carriers as needed.

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- Customer Meeting – Account Team coordinates meeting with the customer, Account Operations, and Implementation Consultant within five (5) business days of receiving the signed contract and the Implementation Kickoff Document. The Implementation Consultant forwards implementation package to customer. The Implementation Consultant explains timeline of implementation, forms, and IBAS reporting structures and outputs. The Implementation Consultant and customer determine order method for (i.e. fax, e-mail, or internet) equipment preferences, and structure schemes.
- Resolve implementation issues by holding weekly/biweekly calls with Account Team, Implementation Consultant, and customer. The Implementation Consultant distributes Weekly Implementation Status Report to management. (through Day 19)

Day 6 through Day 28-- Implementation

- Complete and distribute the Implementation Action Plan via e-mail.

Day 7

- Establish corporate account set up in Order Tracking System through the Information Technology department (IT).

Day 8

- The Account Operations Analyst develops/inputs account profile.

Ongoing during Implementation and Post Implementation:

Days 7-21

- Establish Major Account Number or Corporate ID for billing system(s).
- The Account Operations Analyst begins daily operation activities.

Days 21-28

- Post Implementation – The Implementation Consultant transitions total account responsibility to the Account Operations Supervisor via an e-mail announcement that summarizes the account transition, as well as contact names and numbers to the customer and the Account Manager.

Implementation Meetings

Attendees – The Staff Manager, Account customer support Specialist, Account Team, and IBAS Representative will discuss:

- contractual obligations,
- review of customer service Implementation Document,
- customer service support,
- sales support,
- reporting/Invoicing requirements,
- roll-out including timeframes,
- number of existing corporate lines,
- Cellular Activation Request (CAR) form and Service Order Change Request (SOCR) form modified to needs of corporate account,
- Assumption of Liability form,
- exchange of Internet addresses and contact names/information, and
- any unique customer requirements.

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Customer Implementation Call/Meeting

Attendees communicate internal implementation results (above) with the customer and discuss:

- customer's expectations of the Verizon Wireless enterprise account customer service program,
- subscriber information for corporate lines and approval to release into the program,
- equipment billing/fulfillment and activation procedures,
- relevant customer corporate structure and information flow,
- authorized signers,
- customer contacts, and
- exchange of Internet addresses and contact names/information.

Implementation Action Items

- Determine which center can best support the account and assign for implementation based on the completed implementation form.
- Establish a Corporate ID for billing system use.
- Communicate Account Profile and signed Consolidator Letter to out of area service providers to facilitate future activations, account changes, and deactivations in areas where Verizon Wireless is not licensed to provide service.
- Communicate the following information from customer implementation meeting to IBAS contacts:
 - customer contact names/information,
 - corporate ID,
 - tables/structures design,
 - reporting/invoicing outputs, and
 - approved Mobile Telephone Numbers (MTNs) and structure location.

3.10.1.2 Provide at least two examples of large government or private organizations that you have implemented and transitioned services in the past five (5) years.

1. Southern California Edison – Verizon Wireless transitioned approximately 4,500 lines from another carrier. This transition took place over a course of (30) thirty days.
2. Federal Bureau of Investigation (FBI), Los Angeles Branch – Verizon Wireless transitioned approximately 1,200 lines over the course of a week.

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3.10.1.3 A tentative transition schedule to:

- Add each party to the contract, including how the Contractor will address transitioning subscribers from other carriers, implementing service switching, and the number of days needed to make this transition
- Transition existing subscribers to the new contract, implementing service switching and the number of days needed to make this transition
- Contractor's staff training to transition State services and technical support.

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- Ensure the transition occurs with minimal disruption to authorized personnel and subscribers.
- Educate the various subscribers in the State to facilitate adoption of products and to buy off the established contracts
- Disseminate Contractor's ordering telephone, facsimile numbers, Internet address, the names of ordering contact persons, and telephone numbers and names of sales representatives
- Supplying sufficient CSR's available from contract execution to answer questions and transition subscribers.
- The number of planned onsite information and training sessions. Provide training to facilitate the rapid and smooth transition of the State's subscribers to the new contract upon request. Training plan shall include:
 - Schedule of such training
 - Timing and coordinating training sessions.
 - Materials for educating and transitioning subscribers to Contractor's services and equipment, which must be provided to State for review at least four (4) weeks prior to training.
- The training plan shall be mutually agreed to have the approval of the State prior to commencement of that training.
- Provide onsite representatives to sign up new and transitioning subscribers.
- Assist to match subscriber to appropriate service plan.

Please see Exhibit 6 for a document detailing Verizon Wireless transition procedures for the WSCA agreement.

3.10.2 The final implementation process and transition timeline is subject to the WSCA lead State approval and shall be delivered within five (5) working days of contract approval.

Verizon Wireless acknowledges.

3.10.3 The State will assist the Contractor(s) by Notifying participating entities of the proposed implementation and transition process.

Verizon Wireless acknowledges.

3.10.4 Work to retain subscribers current number (assuming the same area code), and if possible, their equipment.

Verizon Wireless will make every effort to retain subscribers' current phone number and if possible their equipment through the following processes:

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a. Retention of current phone number

Verizon Wireless supports Local Number Portability (LNP), which enables wireless customers to retain their mobile number when they switch wireless service providers. LNP is now available to wireless customers nationwide. To facilitate the porting process, Verizon Wireless upgraded its network, trained and educated its employees on LNP as well as staffed a new state-of-the-art call center to handle LNP requests.

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

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

The turnaround time for a single wireless-to-wireless port is typically between three (3) hours and one (1) day, but could take longer. Landline to wireless ports should typically occur in no more than four (4) days, but could take longer. Please note: Actual processing time may vary depending on the complexity of the port, and the previous service provider. Multiple ports may extend the processing time. While there may be some delay in the porting process, any eligible line should port in from the old service provider.

During the porting process, subscribers may have no service on their handsets while the Mobile Telephone Number (MTN) is being transferred between carriers. Verizon Wireless cannot provide service until the MTN has been activated on the Verizon Wireless network. At the same time, the incumbent carrier may have disconnected service from the incumbent network.

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

b. Retention of current equipment

Existing Verizon Wireless subscribers can utilize services offered through Verizon Wireless. However, select calling plans may require digital service and devices capable of receiving such service. Almost all phones sold by Verizon Wireless over the past 4 years are capable of utilizing digital service. Advanced service features such as high-speed BroadbandAccess will require BroadbandAccess capable devices. Cellular phones owned by customers of participating entities can be retained provided: a) the customer equipment is compatible with Verizon Wireless' network and calling plan chosen, and b) can be reprogrammed to the Verizon Wireless service. Subscribers that do not have compatible equipment must purchase new equipment. A CDMA tri-mode digital phone replacement is Verizon Wireless' recommended choice.

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3.10.5 Make available new contract pricing without imposing any fees (e.g., change fees) for existing subscribers that transition.

Verizon Wireless acknowledges. However, please note that other wireless carriers may charge a fee to port numbers to Verizon Wireless.

3.11 Equipment Recycling

3.11.1 Identify any environmentally friendly equipment disposal programs/options.

Verizon Wireless is not an equipment manufacturer and, therefore, this clause does not apply. It is Verizon Wireless' policy, however, that all operations are in full compliance with applicable environmental requirements. The policies and procedures in the Environmental Compliance Program represent Verizon Wireless' formal expression of company dedication to environmental compliance. The Verizon Wireless Environmental Policy Statement, which has been adopted by Verizon Wireless senior management, captures Verizon Wireless' commitment: "Verizon Wireless is committed to protecting the environment and complying with all applicable environmental laws and regulations. All employees of Verizon Wireless are responsible for performing their jobs in an environmentally responsible manner and for seeking advice regarding compliance where necessary."

3.11.2 Provide any equipment recycling programs. Is recycled equipment sold for profit?

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

In addition, Verizon Wireless not only encourages consumers to give back to the community but to protect the environment at the same time by helping to conserve the earth's natural resources and prevent spent batteries from entering community landfills. Verizon Wireless retail stores participate in the RBRC Charge Up to Recycle! Program. The recycling program collects spent batteries and reclaims usable material such as nickel and cadmium – the recovered nickel and iron are used in the production of stainless steel, while cadmium is used to make new portable rechargeable batteries. For more information about the Charge Up to Recycle! Program visit www.rbrc.com for collecting spent rechargeable batteries.

4. COMPANY BACKGROUND AND REFERENCES

4.1 PRIMARY VENDOR INFORMATION

Vendors must provide a company profile. Information provided shall include:

4.1.1 Company ownership (sole proprietor, partnership, etc).

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4.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

Name: Cellco Partnership d/b/a Verizon Wireless, a Delaware General Partnership, and its entities (or affiliates) doing business as Verizon Wireless.

Headquarters: Verizon Wireless is headquartered at 180 Washington Valley Road, Bedminster, NJ 07921 with regional headquarters offices in the following areas:

- Northeast - Morristown, NJ
- Midwest - Schaumburg, IL
- South - Alpharetta, GA
- West - Irvine, CA

Entity and State of Organization: Cellco Partnership d/b/a Verizon Wireless is a Delaware General Partnership and is an indirectly, wholly owned subsidiary of Verizon Communications Inc. and Vodafone Group Plc. As a general partnership, Verizon Wireless is not required by Nevada statute to register as a foreign corporation with the Nevada Secretary of State's Office.

Name and Form: The name and form of Verizon Wireless has not changed since organized in June 2000. See "Year of Organization" information below for further details.

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

Company Milestones

- July 28, 1998 - Bell Atlantic and GTE Corporations agree to merge.
- Sept. 21, 1999 - Bell Atlantic and Vodafone AirTouch Plc agree to form a new national wireless business by combining their domestic U.S. operations.
- Dec. 2, 1999 - Bell Atlantic Mobile completes its acquisition of Frontier Cellular, expanding the company's East Coast footprint into upstate New York.
- April 3, 2000 - Bell Atlantic and Vodafone AirTouch Plc sign an agreement forming the new national wireless business. The companies anticipate the new operation will be strengthened by the addition of GTE's domestic wireless properties, as part of the pending Bell Atlantic/GTE merger.
- April 4, 2000 – First day for the new coast-to-coast wireless venture, called Verizon Wireless.

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- **June 30, 2000 - Bell Atlantic and GTE merger completed to create Verizon Communications. The addition of GTE wireless assets made Verizon Wireless, at that time, the nation's largest wireless communications provider.**

FEIN Number: The federal tax identification number of Cellco Partnership d/b/a Verizon Wireless is 22-337-2889.

4.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

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

4.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

Verizon Wireless considers previous and ongoing contracts and other obligations to be proprietary and confidential. However, Verizon Wireless is not aware of any contractual default, civil or criminal litigation or investigation that we believe would materially and adversely impact the ability to meet our contractual obligations with the State of Nevada and other participating entities.

4.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

The main location of the office that will provide the services described in the RFP is:

**15505 Sand Canyon E3
Irvine, CA 92618
(949)286-7000**

Please see below for locations of the company offices in the West Area that will provide the services described in the RFP:

**Southwest Region
6955 W. Morelos Place
Chandler, AZ 85226
Main #: 480-763-6300**

**Pacific Northwest Region
3350 161st Avenue SE
Bellevue, WA 98008
Main #: 425-603-2700**

**Mountain Region
8350 E. Crescent Parkway
Greenwood Village, CO 80111
Main #: 303-694-3234**

Northern California Region

Southern California Region

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**2785 Mitchell Drive
Walnut Creek, CA 94598
Main #: 925-279-6000**

**15505 Sand Canyon
Irvine, CA 92618
Main #: 949-286-7000**

4.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to vendors or vendors who are residents in the state of Nevada? This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.

Cellco Partnership d/b/a Verizon Wireless is a Delaware general partnership with many different legal entities operating within the geographic areas covered by the WSCA agreement.

4.1.5 Number of employees both locally and nationally.

Verizon Wireless has approximately 52,000 employees nationwide and 15, 8000 employees in the combined WSCA Participating States.

4.1.6 Location(s) from which employees will be assigned.

Please see response to Section 4.1.3.

4.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.

**Chris Rock, National Accounts Manager
255 Parkshore Drive
Folsom, CA 95630
(916)357-2442**

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

Entity and State of

Organization: Cellco Partnership d/b/a Verizon Wireless is a Delaware General Partnership and is an indirectly, wholly owned subsidiary of Verizon Communications Inc. and Vodafone Group Plc.

Headquarters: Verizon Wireless is headquartered at 180 Washington Valley Road, Bedminster, NJ 07921 with regional headquarters offices in the following areas:

- Northeast - Morristown, NJ**
- Midwest - Schaumburg, IL located at:
1515 E. Woodfield Road, Suite 1400
Schaumburg, IL 60173**

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- South - Alpharetta, GA
- West - Irvine, CA located at

Brief History:

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

Company Milestones

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

Additional Company Milestones since the formation of Verizon Wireless:

- February 20, 2001 - Verizon Wireless completes the acquisition of 20 PCS licenses in six states from ALLTEL.
- November 1, 2001 - Verizon Wireless executes an agreement to acquire certain Dobson Communications Corp. wireless operations in California, Georgia, Ohio and Tennessee.
- December 2001 - Verizon Wireless and Price Communications agree to combine the business operations of Price Communications Wireless with certain assets of Verizon Wireless. In addition, Verizon Wireless agrees to acquire Dobson Communications Corp.'s 75% ownership interest in a wireless system called Arizona RSA #5.
- January 16, 2002 - Verizon Wireless acquires new spectrum from Carolina PCS I Limited Partnership and its subsidiaries covering the South Carolina Basic Trading Areas (BTAs) of Anderson, Charleston, Columbia, Florence, Greenville, Greenwood, Myrtle Beach, Orangeburg, and Sumter.
- January 17, 2002 - Verizon Wireless acquires the assets of Alabama Wireless LLC serving the seven-county market North of Birmingham, Alabama.
- January 28, 2002 - Verizon Wireless launches NationalAccess, the nation's first high-speed advanced wireless network.
- February 11, 2002 - Verizon Wireless acquires further operations from Dobson Communications Corp.
- November 21, 2002 - Verizon Wireless agrees to purchase a 66% partnership interest in the Virginia 10 RSA Limited Partnership from

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Shenandoah Mobile, expanding Verizon Wireless' coverage throughout a six-county area west of Washington D.C.

- December 19, 2002 - Verizon Wireless agrees with Northcoast Communications LLC to purchase 50 PCS licenses and related network assets. The licenses cover large portions of the East Coast and Midwest, including New York, Boston, Minneapolis, MN, Columbus, OH, Providence, RI, Rochester, NY, and Hartford, CT markets.
- September 8, 2003 - Verizon Wireless acquires a PCS license serving the Pittsburgh PA BTA [Basic Trading Area] and a PCS license and certain network assets serving the Lebanon, NH BTA from Devon Mobile Communications LLC.
- October 1, 2003 - Verizon Wireless launches BroadbandAccess, the company's 3G wide area wireless data network in San Diego, CA and Washington, DC.
- January 8, 2004 - Verizon Wireless announces the national rollout of BroadbandAccess, the company's national 3G Network.
- June 3, 2004 - Verizon Wireless completes the purchase of 10 MHz PCS radio spectrum licenses from American Wireless License Group, LLC, covering the Arkansas Basic Trading Areas (BTAs) of Little Rock and Pine Bluff.
- July 1, 2004 - Verizon Wireless announces the agreement to purchase Qwest Wireless' assets, including spectrum licenses in 62 markets in 14 western and mid-western states, covering a population of 30.8 million people.
- July 8, 2004 - Verizon Wireless wins spectrum licenses for New York City and northern and central New Jersey, as well as Westchester and Rockland counties, auctioned by NextWave Telecom Inc.
- September 1, 2004 - Verizon Wireless launches the Samsung SCH-a790 Global Phone, the first quad-band phone to incorporate CDMA and GSM technology in the same device, allowing customers to use the same wireless phone and phone number in the United States and overseas on the vast Vodafone network.
- December 2, 2004 - Verizon Wireless purchases Mountain Cellular, expanding its network footprint to include Northern California's El Dorado County.
- January 7, 2005 - Verizon Wireless announces the expansion of its 3G EV-DO BroadbandAccess data network to 12 additional markets.
- January 26, 2005 - Verizon Wireless announces its agreement to purchase Cellular 2000 of St. Cloud from St. Cloud Wireless Holdings LLC. The purchase includes spectrum license coverage of 250,000 people in St. Cloud as well as network and operations assets.
- January 27, 2005 - Verizon Wireless announces the signing of a definitive agreement with Urban Comm-North Carolina to purchase 10, 20 and 30 MHz spectrum licenses in 10 North Carolina markets covering a population of 3.9 million people for \$68.5 million.
- February 1, 2005 - Verizon Wireless launches V CAST, the nation's first wireless broadband multimedia service for consumers, delivering crystal clear short video content on-demand, live-action 3D games, music videos, and much more to wireless phones.
- March 4, 2005 - Verizon Wireless completes the purchase of Qwest Wireless' spectrum licenses and certain network assets for \$418 million. The agreement includes spectrum licenses in 62 markets in 14 western and mid-western states, including Minnesota, covering a population of 30.8 million people.

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- March 14, 2005 – Verizon Wireless agrees to purchase from Leap Wireless International, Inc. 23 spectrum licenses and network and operating assets covering a population of eight million people in 20 markets in Michigan, Wisconsin, Arkansas, Mississippi, Alabama and upstate New York for \$102.5 million.
- April 13, 2005 - Verizon Wireless completes the purchase of all of NextWave's PCS spectrum licenses in 23 markets around the country, for \$3.0 billion. The 10 and 20 MHz licenses in the 1.9 GHz PCS frequency range cover a population of 73 million people in 22 key markets in New York, Boston, Washington, D.C., Los Angeles and Tulsa, Oklahoma.

Number of Customers: Verizon Wireless currently has 51.3 million subscribers nationwide.

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

Verizon Wireless has been in business since June 2000; however, the companies that merged to form Verizon Wireless had been in business for an average of 15 years. Verizon Wireless provides service to 51.3 million customers.

Verizon Wireless provides service to many of the Fortune 500 corporations, state and federal governments and other organizations. Several of these entities are in excess of 10,000 subscriber lines. Verizon Wireless has considerable experience providing service to accounts of that size and greater.

It is the role of Verizon Wireless Account Manager to identify customer requirements and communicate and deliver the appropriate wireless solutions to our customers. The Verizon Wireless Account Manager, will ensure that the Participating entities are kept abreast of developments made possible through technological advancements, as they become commercially available to the Participating entities. Periodically, Verizon Wireless will provide a matrix for newly available equipment, typically on a quarterly basis.

Verizon Wireless is constantly looking at new products and services to offer to our customers. Verizon Wireless' commitment to provide quality offerings begins with our extensive research and product trials to ensure that the new services and features will be beneficial to our customers.

4.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?
[] Yes [] No If "Yes," specify when, for what duties, and for which agency.

Verizon Wireless and the State of Nevada are currently doing business under the State of Nevada Participating Addendum to the Western States Contracting Alliance (WSCA) Master Pricing Agreement, Price Agreement Number 11-00115. This agreement has been active between the State of Nevada and Verizon Wireless since October 19, 2001. Verizon Wireless also executed the WSCA Assignment and Extension with the State of Nevada in May 2005.

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4.1.12 Is the vendor or any of the vendor’s employees employed by the State of Nevada, any of its political subdivisions or by any other government?
 [] Yes [**X**] No If “Yes,” is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?

No, to the best of our knowledge.

4.1.11 Resumes for key staff to be responsible for performance of any contract resulting from this RFP to include:

- 4.1.11.1 WSCA Contract Manager for direct responsibility of contract
- 4.1.11.2 Primary Technical Service Representative
- 4.1.11.3 Primary Customer Service Representative

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Chris Rock, National Account Manager will be the designated WSCA Contract Manager for the term of the agreement. Chris Rock has 17 years experience as a sales professional in the wireless industry and has worked for a variety of wireless carriers. Chris Rock also has extensive experience managing large government accounts since he is currently the Contract Manager for the State of California relationship.

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

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

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

Position	Typical Experience	Role
Customer Service Specialist	2-4 years	Direct customer contact, order entry, activations, equipment procurement, customer service and scheduling. Responsible for invoicing and reporting internally and with third party vendors. Overall administrative and sales support for national account customer.
Technical Specialist	3-5 years	Essential knowledge of cellular networking, switch operations, and data applications. Investigate, diagnose, and resolve customer inquiries. Troubleshoot roaming issues, support 800 line specialists, Company Stores, and roaming partners.

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Corporate Account Representative	4 years	Business-to-Business sales/management experience. Implement voice and data applications and resolve daily operational issues.
Members of the Verizon Wireless Advanced Technologies Group are available to assist with data applications and solutions as needed.		

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

4.2 REFERENCES

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Purchasing Division.** It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Purchasing Division may contact any or all business references for validation of information submitted.

4.2.1 Client name;

This information has been provided in responses to Attachment D, the Reference Questionnaire submitted to the State of Nevada on March 14, 2006.

4.2.2 Project description;

In an effort to protect our customer's privacy, Verizon Wireless considers the customer information requested as proprietary and confidential, not to be released to the general public.

Verizon Wireless provides service to many of the Fortune 500 corporations, state and federal governments and other organizations. Several of these entities are in excess of 10,000 subscriber lines. Verizon Wireless has considerable experience providing service to accounts of that size and greater.

In an effort to protect our customer's privacy, Verizon Wireless considers customer information as proprietary and confidential and shall not provide such information to third parties without the express written permission from the customer. At this time, Verizon Wireless has not obtained such permission and, therefore, cannot provide the information requested.

4.2.3 Project dates (starting and ending);

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In an effort to protect our customer's privacy, Verizon Wireless considers the customer information requested as proprietary and confidential, not to be released to the general public.

Verizon Wireless provides service to many of the Fortune 500 corporations, state and federal governments and other organizations. Several of these entities are in excess of 10,000 subscriber lines. Verizon Wireless has considerable experience providing service to accounts of that size and greater.

In an effort to protect our customer's privacy, Verizon Wireless considers customer information as proprietary and confidential and shall not provide such information to third parties without the express written permission from the customer. At this time, Verizon Wireless has not obtained such permission and, therefore, cannot provide the information requested.

4.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)

In an effort to protect our customer's privacy, Verizon Wireless considers the customer information requested as proprietary and confidential, not to be released to the general public.

Verizon Wireless provides service to many of the Fortune 500 corporations, state and federal governments and other organizations. Several of these entities are in excess of 10,000 subscriber lines. Verizon Wireless has considerable experience providing service to accounts of that size and greater.

In an effort to protect our customer's privacy, Verizon Wireless considers customer information as proprietary and confidential and shall not provide such information to third parties without the express written permission from the customer. At this time, Verizon Wireless has not obtained such permission and, therefore, cannot provide the information requested.

4.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;

It has not been determined at this time if the staff assigned to the project for the respective references will be the same staff assigned to the WSCA contract.

4.2.6 Client project manager name, telephone number, fax number and e-mail address.

This information has been provided in responses to Attachment D, the Reference Questionnaire submitted to the State of Nevada on March 14, 2006.

4.3 SUBCONTRACTOR INFORMATION

4.3.1 Does this proposal include the use of subcontractors?
Yes _____ No _____ Unknown _____

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It is our intention that No subcontractors will be utilized in the performance of services under this agreement.

If “Yes”, vendor must:

- 4.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 4.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.
- 4.3.1.3 References as specified above must be provided for any proposed subcontractors.
- 4.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State’s request, the State will be notified of such payments.
- 4.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

4.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work..

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6. PAYMENT

6.1 Payment for the contracted service will be within 30 days upon receipt of invoice and the using agency’s approval. The selected vendors shall accept purchase orders from and deliver wireless communication devices and services to procuring agencies.

Verizon Wireless acknowledges.

6.2 Vendors may propose an alternative payment option; alternative payment options must be listed on Attachment B of the RFP. Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein. The State does not issue payment prior to receipt of goods or services.

Verizon Wireless acknowledges.

7. SUBMITTAL INSTRUCTIONS

7.1 In lieu of a pre-proposal conference, the Purchasing Division will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Purchasing Division, Attn: Shannon Berry or Teri Smith, 515 E. Musser St., Suite 300, Carson City, NV 89701, e-mailed to svrpurch@purchasing.state.nv.us or faxed to

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Response to Request for Proposal No. 1523

(775) 684-0188. The deadline for submitting questions is February 22, 2006 at 2:00 p.m., Pacific Time. All questions and/or comments will be addressed in writing and responses e-mailed or faxed to prospective vendors on or about March 1, 2006. Please provide company name, address, phone number, e-mail address, fax number, and contact person when submitting questions.

Verizon Wireless acknowledges.

7.2 RFP Timeline

<i>TASK</i>	<i>DATE/TIME</i>
Deadline for submitting questions	February 22, 2006 @ 2:00pm
Answers to all questions submitted available on or about	March 1, 2006
<u>Deadline for submission and opening of proposals</u>	<u>March 15, 2006 @ 2:00 pm</u>
Evaluation period	March 16-April 7, 2006
Selection of vendor on or about	April 10, 2006

NOTE: These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time, with appropriate notice to prospective vendors.

Verizon Wireless acknowledges.

7.3 Proposal submission requirements:

7.3.1 The previous sections define the essential requirements of the vendor contract. This section describes the proposal structure to be used to indicate how requirements will be met. Specific questions and/or information requirements are noted, which clarify the minimum content of the proposal.

In several sections of the RFP as outlined here, the State has offered the vendor the opportunity to describe unique resources for responding to the needs of this RFP. In general, the vendor is encouraged to submit any additional information that will clarify the value of the services offered by the vendor. This must be done within the proposal structure defined here, with attachments used to expand upon areas that do not conveniently fit with this structure.

All information shall be completed as requested. The vendor is encouraged to provide any addition information that would be helpful in evaluating the proposal.

Verizon Wireless acknowledges.

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Response to Request for Proposal No. 1523

7.3.2 Vendors shall submit their response in three (3) parts as designated below:

Part I: Technical Proposal, Format and Contents

The technical proposal must include the following sections. In addition, all sections must appear in the following order to facilitate comparative evaluations and to form a basis for contract negotiations and reporting:

- Section 3.1 General Services
- Section 3.2 Administration of Contract
- Section 3.3 Voice Services Equipment and Support
- Section 3.4 Walkie-Talkie Equipment and Service
- Section 3.5 Natural Disaster or Statewide Emergencies
- Section 3.6 Pricing and Service Plans
- Section 3.7 Equipment Ordering and Service Activation
- Section 3.8 Invoice/Credit Memo Requirements for Services and Equipment
- Section 3.9 Customer Service and Customer Service Representative
- Section 3.10 Contract Implementation and Transition
- Section 3.11 Equipment Recycling

The above information must be submitted as follows:

- One (1) original marked "MASTER"
- Twelve (12) identical copies
- One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

THE TECHNICAL PROPOSAL MUST INCLUDE A SEPARATE TAB/SECTION LABELED "**STATE DOCUMENTS**" WHICH SHALL INCLUDE:

- Page 1 of RFP
- All Amendments to the RFP
- All Attachments requiring signature
- Certificate of Insurance

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Technical Proposal must not include cost or confidential information.

Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP No. 1523"

Part II: Cost Proposal, Format and Contents

The cost proposal must include the following sections:

- Section 5.1 Pricing Instructions
- Section 5.2 Pricing Continuance

The above information must be submitted as follows:

- One (1) original marked "MASTER"

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Response to Request for Proposal No. 1523

Twelve (12) identical copies
One (1) identical copy on CD (**Note:** CD must be labeled accordingly and in a case.)

Cost Proposal shall be submitted to the State in a sealed package and be clearly marked:

“Cost Proposal in Response to RFP No. 1523”

Part III: Confidential Information:

One (1) original marked “MASTER”

Confidential information should only contain the information listed in section 4.1.2 above, and will not be distributed to the evaluation committee members. Confidential information will be used in the analysis of financial stability, of which the findings will be reported to the evaluation committee. Information relating to vendor’s technical response that is included in the confidential information response will not be included in the evaluation process unless clearly and specifically noted for use by the evaluation committee and the appropriate number of copies provided.

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

“Confidential Information in Response to RFP No. 1523”

If the separately sealed proposal, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 1523
PROPOSAL OPENING DATE: March 15, 2006 at 2:00 p.m.
FOR: **Wireless Communication Services and Equipment**

Verizon Wireless acknowledges.

7.3.3 **Proposal must be received at the address referenced below no later than 2:00 p.m. Pacific Time, March 15, 2006.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

Verizon Wireless acknowledges.

7.3.3 **Proposal shall be submitted to:**

State of Nevada, Purchasing Division

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Response to Request for Proposal No. 1523

Shannon Berry, Purchasing Officer or
Teri Smith, Services Purchasing
515 E. Musser Street, Suite 300
Carson City, NV 89701

Verizon Wireless acknowledges.

7.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered; however, at the State's discretion, the proposal may be submitted all or in part on electronic media, as requested within the RFP document. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the opening of the proposals.

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Verizon Wireless acknowledges.

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

Verizon Wireless acknowledges.

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

Verizon Wireless acknowledges.

7.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.

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Verizon Wireless acknowledges.

7.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.

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Verizon Wireless acknowledges.

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

Verizon Wireless acknowledges.

7.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.

Verizon Wireless acknowledges.

7.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.

Verizon Wireless acknowledges.

7.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available in the following formats: Word 6.0/7.0 via e-mail, diskette, or on the State Purchasing Division's website in PDF or EXE format at <http://purchasing.state.nv.us>. When requesting an RFP via e-mail or diskette, vendors should contact the Purchasing Division for assistance. In the event vendors choose to receive the RFP on diskette, the vendor will be responsible for providing a blank 3.5" formatted diskette; unless vendors provide a Federal Express, Airborne Express, etc. account number and appropriate return materials, the diskette will be returned by first class U.S. mail.

Verizon Wireless acknowledges.

7.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.

Verizon Wireless acknowledges.

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

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Verizon Wireless acknowledges.

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

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

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

Verizon Wireless acknowledges.

7.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.

Verizon Wireless acknowledges.

7.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

Verizon Wireless acknowledges. The FCC licenses for all the participating WSCA States will be provided in a separate mailing due to the number of licenses.

8. PROPOSAL EVALUATION AND AWARD PROCESS

8.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed in descending order of precedence:

- Reasonableness of cost
- Demonstrated competence
- Administration capabilities
- Experience in performance of comparable engagements
- Expertise and availability of key personnel
- Conformance with the terms of this RFP

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

Proposals shall be kept confidential until a contract is awarded.

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Response to Request for Proposal No. 1523

Verizon Wireless acknowledges.

8.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background and References; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5).

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Verizon Wireless acknowledges.

8.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.

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Verizon Wireless acknowledges. Please see response to Section 4.1.2.

8.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.

Verizon Wireless acknowledges.

8.5 A Notification of Intent to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

Verizon Wireless acknowledges.

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8.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

Verizon Wireless acknowledges.

9. TERMS, CONDITIONS AND EXCEPTIONS

9.1 Performance of vendors will be rated semi-annually following contract award and then annually for the term of the contract by the using State agency in six categories: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors will be notified in writing of their rating.

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Verizon Wireless acknowledges.

9.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Purchasing Division shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.

Verizon Wireless acknowledges.

9.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.

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Verizon Wireless acknowledges.

9.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

Verizon Wireless acknowledges.

9.5 The State reserves the right to waive informalities and minor irregularities in proposals received.

Verizon Wireless acknowledges.

9.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

Verizon Wireless acknowledges.

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9.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).

Verizon Wireless acknowledges.

9.8 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.

Verizon Wireless acknowledges.

9.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.

Verizon Wireless acknowledges.

9.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

Verizon Wireless acknowledges.

9.11 Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Verizon Wireless acknowledges.

9.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

This term is not applicable to Verizon Wireless.

9.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).

Verizon Wireless acknowledges.

9.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about

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potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor.

Verizon Wireless acknowledges.

9.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

Verizon Wireless acknowledges.

9.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

Upon contract award and mutual agreement, Verizon Wireless discounts on access and usage charges shall be maintained during the term of the agreement. Equipment pricing, however, is subject to change.

Rates and charges for each subscriber line of service are determined by the chosen calling plan, options, and features. The participating entity is eligible to activate subscriber lines on any generally available business or eligible consumer calling plans introduced by Verizon Wireless during the term of the agreement. Monthly access fees and non-promotional allowance of minutes and/or megabytes in those particular calling plans will not change during the line term for any subscribers who activate service on those calling plans during the term of the agreement. Other rates, charges, and fees, including but not limited to options, feature charges, and 411 connect, may vary following 30 days notice. Verizon Wireless may change or discontinue generally available business or consumer calling plans for new subscribers. If a plan is discontinued, no new or additional lines will be activated on the discontinued calling plan. Subscribers activating new service will receive the then current calling plan rates.

9.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

Verizon Wireless acknowledges.

9.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential

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Information, Trade Secrets and/or Proprietary Information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

Verizon Wireless acknowledges.

9.19 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.

No subcontractors will be utilized in the performance of services under this contract.

9.20 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

No subcontractors will be utilized in the performance of services under this contract.

9.21 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies required by the above-stated Insurance Schedule. It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described above. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Verizon Wireless acknowledges. Please see tab labeled "State Documents" for proof of insurance documentation.

9.22 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or

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Response to Request for Proposal No. 1523

representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

Verizon Wireless acknowledges that no existing or potential conflict of interest exists that would prevent the performance of the contractual services under this RFP.

9.23 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.

Verizon Wireless acknowledges.

9.24 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.

Verizon Wireless acknowledges.

9.25 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Verizon Wireless acknowledges.

9.26 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

Verizon Wireless acknowledges.

9.27 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.

Verizon Wireless acknowledges.

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9.28 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

Verizon Wireless acknowledges.

9.29 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.

Verizon Wireless acknowledges.

9.30 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

Verizon Wireless acknowledges.

9.31 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.

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SECTION 2:

STATE DOCUMENTS

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