SUBJECT: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008C – VERIZON- FOR CELL PHONES AND DATA SERVICES

BID #: PSC-0147-17 **OPEN DATE: 03/30/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: APRIL 1, 2017 THROUGH DECEMBER 31, 2021

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FL CONTRACT #DMS-10/11-008C – VERIZON- FOR CELL PHONES AND DATA SERVICES

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the State of Florida Contract #DMS-10/11-008C between the State of Florida and Verizon Wireless Personal Communications LP, for Mobile Communications Services for Wireless Cell Phones, Smartphones and Data Device Services. The period of service will be from April 1, 2017 through December 31, 2021. The total contract expenditure requested for this period not-to-exceed $8,324,980.00, $3,752,497.00 requested for the City of Jacksonville and $4,572,483.00 requested for the Jacksonville Sheriff's Office.

Funding to be encumbered by accounts AFIT531CSCS-04105 and SHPP011ISM-04105, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Risk Management Insurance Approval, State of Florida Contract Documents

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY RENFROE
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information and Technologies Division, CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

Jacksonville
Where Florida Begins.

March 21, 2017

TO: Greg Pease, Chief of Procurement Division

THRU: Kenneth Lathrop, Chief of Information Technologies/CIO

FROM: Michael Rooney, Network & Telecom Infrastructure Manager, ITD

SUBJECT: Utilize the Verizon State of Florida Contract – Recommendation Memo

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ITD Management respectfully submits to the Procurement Division for review and approval to piggyback on the State of Florida Department of Management Services – Contract# DMS-10/11-008C Verizon Wireless Personal Communications LP.

The State of Florida Department of Management Services – Contract# DMS-10/11-008C Verizon Wireless Personal Communications LP is effective from January 19, 2017 until January 19, 2022.

Coverage Periods	Estimated Expenses
April 1, 2017 – March 31, 2018 - COJ	$790,000
April 1, 2018 – March 31, 2019 - COJ	$790,000
April 1, 2019 – March 31, 2020 - COJ	$790,000
April 1, 2020 – March 31, 2021 - COJ	$790,000
April 1, 2021 – December 31, 2021 - COJ	$592,497
April 1, 2017 – March 31, 2018 - JSO	$962,628
April 1, 2018 – March 31, 2019 - JSO	$962,628
April 1, 2019 – March 31, 2020 - JSO	$962,628
April 1, 2020 – March 31, 2021 - JSO	$962,628
April 1, 2021 – December 31, 2021 JSO	$721,971
Total Award Not To Exceed	***$8,324,980.00***

ITD Management recommends executing the Mobile Communications Services Agreement for wireless cell phones, smartphones and data device services for the City of Jacksonville to the State of Florida Department of Management Services – Contract# DMS-10/11-008C Verizon Wireless Personal Communications LP for the period of coverage beginning April 1, 2017 through December 31, 2021.

The maximum indebtedness on this award shall be $8,324,980.00.

- The indebtedness for COJ on this award shall not exceed $3,752,497.00
- The indebtedness for JSO on this award shall not exceed $4,572,483.00

ITD's funding source for this award is AFIT531CSCS – 04105
JSO's funding source for this award is SHPP011ISM – 04105

ITD Management requests using this award to combine the Jacksonville Sheriff's Office request with the City's request to create a Master Service Agreement for Verizon Wireless services.

Your favorable consideration of our request is greatly appreciated.

CC: Tom Ossi, Technology Contract and Records Manager
CC: Robert Gray, Infrastructure Manager, ITD

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget & Administration

Subject: Utilize the State of Florida Verizon Contract with the City of Jacksonville

Date: March 21, 2017

We are requesting an award to utilize the State of Florida Department of Management Services – Contract#DMS-10/11-008C Verizon Wireless Personal Communications LP for wireless Cell Phones, Smartphones and Data Device Services for the Jacksonville Sheriff's Office. The contract term will be from April 1, 2017 through December 31, 2021. The maximum indebtedness for the contract period is as follows:

JSO Expenditures	
Coverage Period	**Estimated Expenses**
April 1, 2017 – March 31, 2018	$962,628
April 1, 2018 – March 31, 2019	$962,628
April 1, 2019 – March 31, 2020	$962,628
April 1, 2020 – March 31, 2021	$962,628
April 1, 2021 – December 31, 2021	$721,971
Total Not to Exceed Amount	$4,572,483

The funding source for this request is SHPP011ISM – 04105.

Please let me know if you require any additional information. Thank you for your assistance.

APPROVED
By Ann Willis at 9:51 am, Mar 28, 2017

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	New Hampshire Ins Co	23841
INSURER C:	Illinois National Insurance Co	23817
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Verizon Communications Inc.
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES CERTIFICATE NUMBER: 570065883148 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	GL3796651	06/30/2016	06/30/2017	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X Standard Contractual Liability						MED EXP (Any one person)	$10,000
	X X.C.U Not Excluded						PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER							
A	AUTOMOBILE LIABILITY	Y	Y	CA 774-21-38 AOS	06/30/2016	06/30/2017	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA 774-21-39 MA	06/30/2016	06/30/2017	BODILY INJURY (Per person)	
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			CA 774-21-40 VA	06/30/2016	06/30/2017	BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC020681870 AOS	06/30/2016	06/30/2017	X PER STATUTE / OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC020681871 MN	06/30/2016	06/30/2017	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville, its members, officials, officers, employees and agents are included as Additional Insured with respect to the General Liability and Automobile Liability policies. The General Liability and Automobile Liability policies shall apply as Primary Insurance to each Additional Insured listed herein. Where permitted by law, the Named Insured parties listed herein waive all rights against the City of Jacksonville, its members, officials, officers, employees and agents herein for recovery of damages to the extent these damages are covered by the General Liability, Automobile Liability and Workers' Compensation policies referenced herein and, as further limited by written contract between the parties.

Certificate No : 570065883148

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville FL 32202 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000027366
LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Verizon Communications Inc.
POLICY NUMBER: See Certificate Number: 570065883148	
CARRIER: See Certificate Number: 570065883148 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WC020681872 CA	06/30/2016	06/30/2017		
C		N/A	Y	WC020681873 FL	06/30/2016	06/30/2017		
B		N/A		WC020681874 ME	06/30/2016	06/30/2017		
B		N/A		WC020681875 NJ,NY,TX,VA	06/30/2016	06/30/2017		
B		N/A		WC020681876 MA,ND,OH,WA,WI,WY	06/30/2016	06/30/2017		

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/30/2016 forms a part of Policy

No. GL 379-66-51 issued to VERIZON COMMUNICATIONS INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions appty to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 06/30/2016 forms a part of

Policy No. CA 774-21-38 issued to VERIZON COMMUNICATIONS INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 06/30/2016 forms a part of Policy No. WC 020-68-1870

Issued to VERIZON COMMUNICATIONS INC.

By NEW HAMPSHIRE INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

EXHIBIT A
INDEMNIFICATION

Service Provider shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Service Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Service Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Service Provider (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Service Provider's Insurance Primary. The insurance provided by the Service Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Service Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Service Provider's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Service Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Service Provider shall relieve Service Provider of Service Provider's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Service Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Service Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Service Provider, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Service Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Service Provider shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Service Provider.

RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

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

MOBILE COMMUNICATION SERVICES

VERIZON CONTRACT

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

Contract 1.0 *MOBILE COMMUNICATION SERVICES AGREEMENT*

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Exhibit 8- Award Memorandum, Supplemental Memorandum, and attachments demonstrating ranking of service providers

MOBILE COMMUNICATION SERVICES AGREEMENT

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

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

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

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

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

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

Contract 1.0 - DEFINITIONS

1.01 **Business Day:** Means Monday through Friday, excluding State-observed holidays.

1.02 **Business Hours:** Means 9:00 A.M. to 5:00 P.M. EST on any Business Day at the office responsible for handling the pertinent interaction between Service Provider and the Department.

1.03 **Department:** Means the Florida Department of Management Services, acting through its Division of Telecommunications ("DivTel"). The Department is the customer of record under this Agreement.

1.04 **End User(s):** Means the individuals using the wireless telecommunications services set forth in **Exhibit 1 – Technical Requirements**.

1.05 **Events of Default:** Means: (i) the failure of either party to pay any sum owed to the other hereunder at the time such amount comes due, (ii) the failure of either party to perform or observe any term, condition, or covenant to be performed by it under this Agreement, or (iii) an unauthorized assignment of this Agreement.

1.06 **Internaional Dialing:** Means a call to or from an End User's handset that originates or terminates outside the United States and Canada.

1.07 **ITN:** Means the Department's Invitation to Negotiate identified in the recitals above.

1.08 **Service(s):** Means the services provided by Service Provider to the Department under this Agreement, including: (i) the wireless telecommunications services specified in **Exhibit 1 (Technical Requirements)**, (ii) the operational services specified in **Exhibit 2 (Business Process and Operations)**, and (iii) such other services not specifically described in this Agreement but which are inherent in the provisioning of such services.

1.09 **Service Account:** Means the unique account through which services are offered and charges can be incurred (without regard to who pays). Service Accounts are often associated with a single user and have one-to-one relationships with Mobile Telephone Numbers, Electronic Serial Numbers, Subscriber Identity Modules, Mobile Identification Numbers and/or device serial number.

1.10 **Service Provider:** Means the wireless telecommunications company identified in the first paragraph of this Agreement.

1.11 **State:** Means the State of Florida.

1.12 **SUNCOM Client(s):** Means the entity or entities acquiring the wireless telecommunications services set forth in Exhibit 1 from the Department. SUNCOM Clients may include State agencies, the legislative and judicial branches, political subdivisions, counties, cities, municipalities, local school boards, community colleges, universities, educational institutions, certain private non-profit K-12 schools, libraries, qualified commissions and boards, water management districts, certain qualifying non-profit corporations, and other qualifying public agencies or authorities.

Contract 2.0 - TERM OF AGREEMENT

2.01 **Initial Term**

The initial term of this Agreement shall commence on the Effective Date. As such this contract will expire five (5) years after the effective date , unless sooner terminated in accordance with the provisions herein.

2.02 **Renewal Term**

Upon mutual agreement, the parties may renew the Agreement, in whole or in part, for renewal terms up to five (5) years. Each renewal shall specify the renewal price as set forth in the ITN response as reflected in Section 4.02 below. Each renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

2.03 **Termination By the Department for Convenience**

The Department may terminate this Agreement for convenience upon one hundred eighty (180) days' advance written notice to Service Provider when the Department determines in its sole discretion that it is in the State's interest to do so. In the event of a termination for convenience, Service Provider shall not be entitled to recover any cancellation charges or lost profits.

2.04 **Termination By Service Provider for Unforeseen Circumstances**

The Service Provider may deem it necessary from time to time to change or update certain procedures set forth in this Agreement in order to account for unforeseen circumstances or to more efficiently conduct its business. If the Department unreasonably rejects such change or update, then Service Provider may terminate this Agreement upon one hundred eighty (180) days' prior written notice. In the

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

2.05 Termination for Cause

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

2.06 Termination for Non-Appropriation

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

2.07 Transition and Transition Services

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

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

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

2.08 Contract Documents

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

A. Any Amendments to the Contract.

B. Contract and Exhibits 1 - 8.

C. ITN No.: DMS-10/11-008, as amended.

Contract 3.0 - PROVISION OF SERVICE

3.01 Generally

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

3.02 Reports

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

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

3.03 Customer Care Services

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

3.04 No Privity With End Users or SUNCOM Clients

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

3.05 Right to Deactivation of Unused Accounts

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

3.06 Discounts

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

Contract 4.0- PRICING

4.01 Rates

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

4.02 Rate Increases

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

4.03 International Dialing Charges

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

4.04 Metering of Calls

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

4.05 Metering of Data Usage

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

4.06 Minimum Monthly Fee (MMF)

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

Contract 5.0 - EQUIPMENT

5.01 Responsibility for Obtaining Equipment

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

5.02 Network Compatibility

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

(i) Comparable Terms and Prices: The equipment models, standard prices and standard terms of sale shall be comparable to those offered to Service Provider's largest customers in Florida.

(ii) Minimum Discounts: Pricing shall reflect, at a minimum, the discounts set forth on **Exhibit 3 - Pricing** (Pricing for Equipment).

(iii) Promotions: Service Provider may offer equipment sales promotions to SUNCOM Clients with the Department's consent. If requested, the Department may (but is not required to) assist in publishing these promotions.

(iv) Ordering Process: Service Provider may require SUNCOM Clients to follow reasonable procedures for ordering, receiving and paying for the equipment (e.g., a requirement that all

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

(v) Cancellation Fees: Any applicable term commitments or early cancellation fees relating to service/equipment will be the responsibility of the Department.

(vi) Warranties: Service Provider agrees to pass through to SUNCOM Clients any and all equipment vendor warranties (including battery) to the fullest extent allowed under applicable law.

(vii) Americans with Disabilities Act: Service Provider shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

5.03 Equipment Lists and Catalogs

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

5.04 Reports of End User Equipment

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

Contract 6.0 - BUSINESS PROCESS AND OPERATIONS

6.01 Generally

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

6.02 Weekly Conference Calls

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

6.03 Helpdesk

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

6.04 Escalation Requirements

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

6.05 Authorized Representatives

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

The Department's authorized representatives are as follows:

A. Contract Administrator

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

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

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

B. Contract Manager

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

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

C. SUNCOM Product Manager

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

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

Contract 7.0 - TERMS OF PAYMENT

7.01 Invoicing of Charges

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

7.02 Payment of Charges

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

7.03 Transaction Fee

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

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

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

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

7.04 Taxes

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

7.05 Disputed Charges

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

7.06 Proration of Charges

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

7.07 Charges Resulting from Lost or Stolen Devices

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

7.08 Right of Offset

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

Contract 8.0 - THE DEPARTMENT'S OBLIGATIONS

8.01 Trained Staff

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

8.02 Responsibility for Actions or Omissions

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

8.03 Responsibility for Agents

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

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

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

8.05 Notice to End Users and SUNCOM Clients

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

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

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

8.06 Protection of Service Provider Marks

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

8.07 Customer Choice

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

8.08 Monitoring of Discretionary User Utilization

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

Contract 9.0- SERVICE PROVIDER'S OBLIGATIONS

9.01 Notice of Material Changes in Service

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

9.02 Planned Outages

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

9.03 Unforeseen Outages

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

9.04 Department Test Accounts

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

9.05 SUNCOM Client Testing and Evaluation

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

9.06 Security and Confidentiality

A. The Service Provider shall comply fully with all security procedures, laws and regulations of the United States, State and the Department in performance of the Agreement.

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

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

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

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

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

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

9.09 E-Verify Employment Eligibility Verification

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

Contract 10.0 - ABUSIVE OR FRAUDULENT USE OF THE SERVICES

10.01 Fraud

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

10.02 Minimize Abuse

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

10.03 Suspected Abuse or Fraudulent

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

10.04 Fraudulent Use of Services

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

10.05 Damages Resulting From Any Unauthorized Use

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

10.06 Interrupt or Terminate Service

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

Contract 11.0 - NO WARRANTIES

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

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

Contract 12.0 - LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

Contract 13.0 - INDEMNIFICATION

13.01 Indemnification

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

13.02 Conditions to Indemnification

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

Contract 14.0 - DISPUTES

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

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

Contract 15.0 – MISCELLANEOUS

15.01 Scrutinized Companies Lists

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

15.02 Annual Appropriations

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

15.03 Waiver

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

15.04 Public Records

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

15.05 Contractual Obligations

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

15.06 No Subcontracting

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

15.07 Notices

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

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

If to Service Provider:

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

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

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

15.08 Force Majeure

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

15.09 Ethical Responsibilities

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

15.10 Compliance With Laws

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

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

For additional information regarding SUNCOM rules and statutes, please reference the following link: http://dms.myflorida.com/suncom/suncom_customer_resources/rules_and_statutes

15.11 E-Rate

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

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

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

A. Service Provider shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Clients that have complied with the applicable E-Rate rules and regulations.

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

2. Service Provider shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain services from a new service provider as set forth above (Transition Period). If the Department or E-Rate SUNCOM Clients are unable to obtain E-Rate funding for the Service Provider services for the Transition Period as a result of Service Provider's intentional acts, gross negligence, or willful misconduct, the Department and E-Rate SUNCOM Clients will not be responsible to pay Service Provider for the amounts left unfunded by E-Rate for that Transition Period.

3. If Service Provider violation of the E-Rate rules and regulations is a reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Service Provider violation will be considered direct damage under this subparagraph A..

In no event shall Service Provider be liable for direct damages as set forth in 1. or 3. above or be required to perform as set forth in 2. above, beyond the last day of the E-Rate funding year in which Service Provider becomes ineligible as a provider under E-Rate, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part.

In addition, for purposes of clarification and to avoid confusion, the Department will not hold Service Provider responsible and Service Provider will not be liable pursuant to subparagraph A. above, if Service Provider becomes ineligible as an E-Rate provider during the term of the Agreement, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Agreement, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Service Provider's control.

In recognition of the lead time required to apply for E-Rate funding, existing E-Rate clients shall be entitled to continue utilizing the previous agreements as incorporated into this Agreement as **Exhibit 6**, currently in effect between the State of Florida and Service Provider until the end of the 2012-2013 E-Rate funding year, in the event the parties mutually agree that E-Rate funding is determined by the parties to be in jeopardy.

B. Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Agreement awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Service Provider and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and

2. In order to ensure that the billing mechanisms and processes established pursuant to this Agreement with respect to the applications of SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and

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

15.12 Advertising

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

15.13 Assignment

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

15.14 Employees, Subcontractors, and Agents

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

15.15 Governmental Restrictions

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

15.16 Lobbying and Integrity

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

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

15.17 Warranty of Ability to Perform

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

15.18 Modification of Terms

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

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

15.19 *FHP and Associated or Similar Number

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

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

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

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

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

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

John P. Miles, Secretary

JANUARY 20, 2012
Date

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

1-20-2012
Date

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

Todd Lucciano, Executive Director
Enterprise & Government

Date

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STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

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John P. Miles, Secretary

Date

Date

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

Todd Loccisano, Executive Director
Enterprise & Government

20-JAN-2012

Date

EXHIBIT 1 – TECHNICAL REQUIREMENTS

Exhibit 1.0 *Verizon MCS Technical Requirements*

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1.01 Voice Services

The Wireless Voice Service shall use digital technology as the primary communication mode. The grade of service with respect to circuit quality, reliability, security, call completion, and time of access shall be equal to or exceed that provided to other commercial subscribers within the wireless voice services system's published service area. The service shall include:

(a.) Unrestricted full duplex mobile-to-mobile and mobile-to-landline (PSTN) communications;
(b.) Half-duplex push-to-talk (PTT) communications, optional;
(c.) Florida, Statewide roaming at no charge;
(d.) Nationwide calling (no domestic long distance);
(e.) No answer/busy transfer to voicemail; call forwarding; call waiting; and three-way calling;
(f.) Voice mail;
(g.) Caller ID and caller ID block;
(h.) Messaging (MMS and SMS text messaging).

By default, international calling shall be disabled, hence DMS shall not be charged for any incurred international charges unless DMS issues an order to enable international calling.

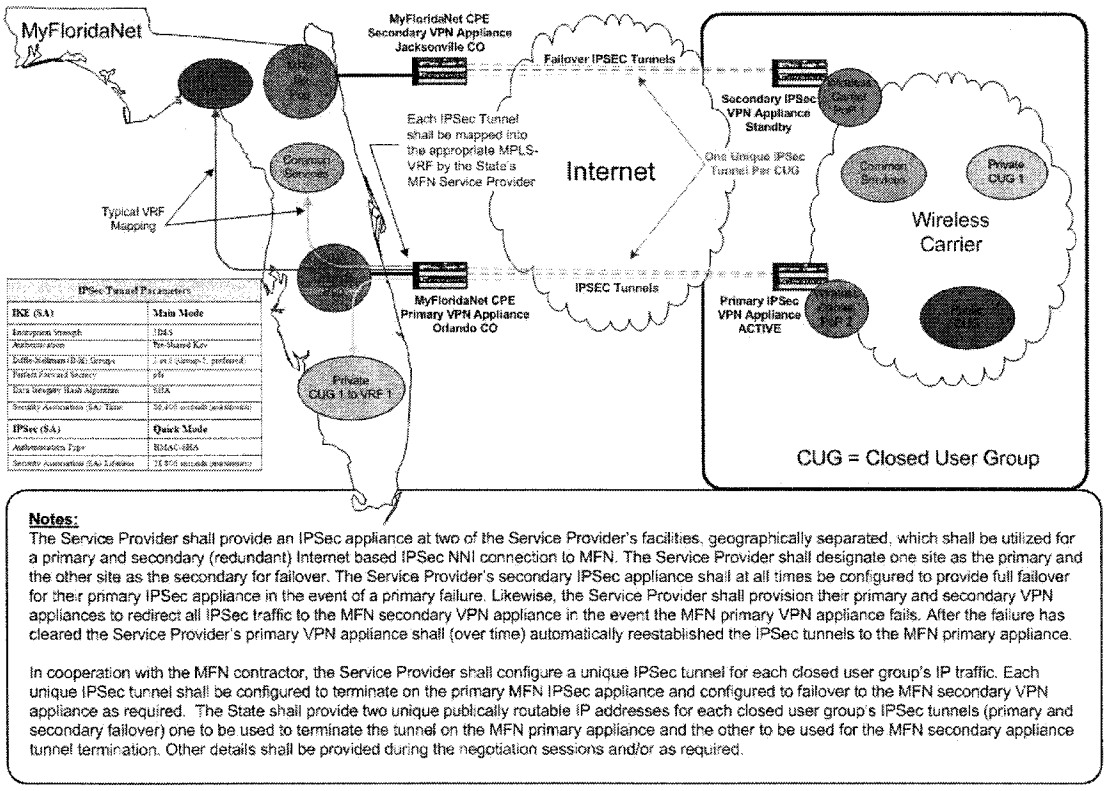
International calling is available when Verizon IDIAL is enabled on the account. By default IDIAL shall not be enabled, and must be enable via the DMS electronic service order. Blocking calls to and from the continental U.S. only is permissible if IDIAL is not present on the account; calls are limited to US and Canada. Currently, Canada roaming is not disabled by default. Nationwide Calling Plans are toll free nationwide. No blocking is available to Canada or for premium calls such as 411. Toll charges may apply. Incoming calls can originate anywhere in the world.

1.02 Cellular Wireless Data Services Overview

The Wireless Data Service component shall provide non-proprietary wireless TCP/IP data communications terminating on the MyFloridaNet (MFN). Closed user groups shall be created and maintained by the Service Provider within their network designed in such a manner to isolate closed user group's member IP traffic from all other IP traffic. The end-user's wireless data transmission device shall be provisioned to continuously operate within the appropriate closed user group by the Service Provider's mechanism.

The Service Provider shall provide redundancy (auto-failover) between the MFN primary **Network-to-Network Interface** (NNI) node (Orlando, Florida) and the MFN secondary NNI node (Jacksonville, Florida). The Service Provider NNI network devices (i.e. IPSec VPN appliances etc.) shall be configured, by the Service Provider, to monitor IP network connectivity between the Service Provider and the MFN facility. In the event of an IP connectivity failure at the Service Provider's primary site and the applicable MFN node facility, the Service Provider's network shall auto-failover to their secondary facility and start routing end-user wireless data traffic to the applicable MFN node facility within five-hundred (500) seconds measured from the failure occurrence time.

IPSec Internet Based NNI for Wireless Data Connectivity



Notes:

The Service Provider shall provide an IPSec appliance at two of the Service Provider's facilities, geographically separated, which shall be utilized for a primary and secondary (redundant) Internet based IPSec NNI connection to MFN. The Service Provider shall designate one site as the primary and the other site as the secondary for failover. The Service Provider's secondary IPSec appliance shall at all times be configured to provide full failover for their primary IPSec appliance in the event of a primary failure. Likewise, the Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance.

In cooperation with the MFN contractor, the Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic. Each unique IPSec tunnel shall be configured to terminate on the primary MFN IPSec appliance and configured to failover to the MFN secondary VPN appliance as required. The State shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnels (primary and secondary failover) one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance tunnel termination. Other details shall be provided during the negotiation sessions and/or as required.

Closed user group IP traffic shall be routed to the MFN via the Internet utilizing IPSec tunnels in cooperation with DMS and the MFN contractor. The Service Provider shall configure a unique IPSec tunnel for each closed user group's IP traffic as specified by DMS. The closed user group naming convention (or network identifier) shall be mutually agreed upon by DMS and the Service Provider. Each closed user group's network identifier shall correlate to a unique IPSec tunnel. DMS shall provide the MFN IPSec tunnel termination IP addresses, IPSec pre-shared authentication keys, and tunnel configuration parameters for each IPSec tunnel. All communications regarding IP addresses, IPSec authentication keys, and tunnel configuration parameters shall be conducted in a mutually agreed upon secure manner. At no time shall this type information be transmitted in clear text across any non-secured (public) IP network.

The Service Provider shall configure each unique IPSec tunnel to terminate on the primary MFN IPSec appliance and also configure the tunnel to failover to the MFN secondary IPSec appliance. The state shall provide two unique publically routable IP addresses for each closed user group's IPSec tunnel (primary and secondary failover) (i.e. one to be used to terminate the tunnel on the MFN primary appliance and the other to be used for the MFN secondary appliance failover tunnel termination). DMS shall require the Service Provider furnish (at minimum) two publically routable IP addresses for the Service Provider's NNI IPSec appliances (one IP address for the primary and one IP address for the secondary).

Each wireless data transmission device that traverses the IPSec NNI shall have a state provided IP address configured within the wireless connectivity modem or device (smartphone, handheld computer, laptop, etc). Using the provided IP address, the Service Provider shall statically or

dynamically assign each device contained within a unique closed user group a permanently associated IP address. The Service Provider shall accommodate both public and private IP address space furnished by DMS. Each unique closed user group shall be configured within the Service Provider's IP network to utilize the applicable IP addresses as provided. At the MFN ingress point, each unique closed user group's IP traffic shall be logically mapped into the appropriate MFN MPLS VRF by the MFN contractor at the direction of DMS. Creations and/or modifications (adds, moves, or changes) within a closed user group's configuration shall not be made unless directed by DMS via the electronic service order process.

The Service Provider shall also adhere to the terms and provisions as set forth in Chapters 60FF-1, 60FF-2 and 60FF-3, Florida Administrative Code while delivering/providing the Services under this contract. (See https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff).

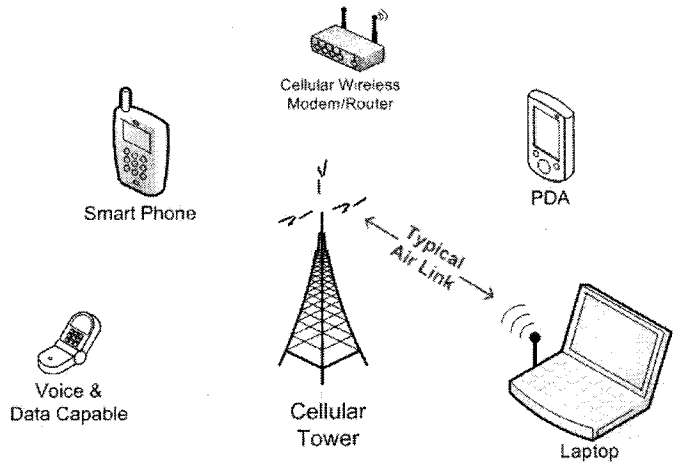
Verizon shall create and maintain closed user groups. The closed user shall be designed and configured so to isolate one closed user group's IP traffic from all other. Each closed user group shall correlate to one unique NNI IPSec tunnel in such a manner, the tunnel traffic can be mapped into the appropriate MyFloridaNet MPLS VRF associated with the closed user group by the MFN Service Provider.

Verizon Wireless Private Network shall enable DMS to use the state existing MFN network routing schemes and network protocols to manage the state wireless devices via a secure link between the wireless environment and agency local area network (LAN).

The inherent strengths of the security protocols embedded in CDMA technology secure shall secure state IP traffic on the Verizon network.

1.03 Transmitted Data Security

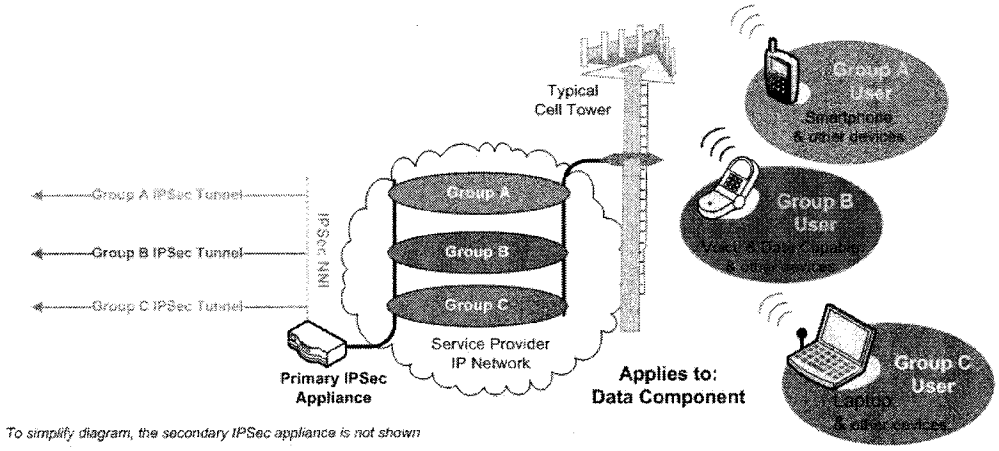
All transmit data shall be secured between the wireless transmission end-user device and Service Provider's transmission antenna/tower (i.e. the air link) (see illustration below). Encryption across the air link is not required as long as the transmission scheme or algorithm secures the data equivalent to IPSec 56-bit encryption strength. No wireless communication transmission shall be permitted under this contract that does not meet this minimum data transmission security requirement.



1.04 Closed user Group

Applicable to all customers routed to MFN via the IPSec NNI or utilizing an "Entity Specific Circuit***(see below)" , it is required that all end-user IP traffic be segregated into individual closed user groups while within the Service Provider's wireless and routed IP network. Each closed user group's IP traffic shall not be IP accessible to other user groups within the Service Provider's wireless and IP networks. DMS considers a virtual circuit, VLANs, or MPLS VRFs acceptable closed user group configurations; however, other isolation schemes are acceptable as long as the scheme provides equivalent isolation as referenced above. Each end-user's device shall be placed in the appropriate closed user group, by the Service Provider. The issued DMS electronic service order shall specify the closed user group a particular user shall be placed within. As required, DMS and/or the customer (SUNCOM Eligible User) shall be allowed to have multiple segregated closed user groups configured within the Service Provider's network.

**** In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks.*



At all points between the mobile device and the Service Provider's NNI IPSec appliance the end-user's IP traffic shall be isolated from all other IP traffic within the Service Provider's network. There shall be no "backdoor" or alternate paths into (or out of) this isolated environment which could allow access from any other entity or mobile device. Unless otherwise directed by DMS, there shall be no IP communications permitted between closed user groups within the Service Provider's network.

Verizon Wireless will use VRF isolation to isolate closed user Groups and handoff traffic to the IPSec tunnels provisioned across the Internet.

The Verizon Wireless Private Network offering is built around isolating the SUNCOM Client IP traffic from all other Private Network and Consumer traffic. At all points between the mobile device and the MFN network the SUNCOM Client IP traffic is encapsulated in a tunnel, isolated in a dedicated VLAN, VRF, PVC, etc. There are no "backdoor" or alternate paths into or out of this isolated environment which would allow access from any other entities or devices.

It is a standard option to permit or deny traffic within and between different SUNCOM Closed user Groups. This can be done as granularly as needed such that Group A could be permitted to communicate with other Group A devices as well as Group B devices, whereas Group C could be blocked from talking to other Group C devices as well as Group A and Group B devices.

Verizon Wireless shall work with DMS to use the State's existing network to provide the network solution described.

1.05 State Provided IP addresses (public and private)

The state shall be allowed to use state or customer owned publically routable IP address space as well as private IP address space in accordance with RFC 1918 on the Service Provider's network. It is understood by DMS and the Service Provider, the private IP address space allocated to the State of Florida by the Service Provider shall be mutually agreed upon by both parties. A mutually agreed upon private IP address allocation block assignment (or other agreed upon method) shall be accomplished within sixty (60) days from the contract execution date.

***Note:* Not all RFC 1918 private IP address space is available for use on the MFN network.**

The DMS electronic service order shall provide the Service Provider with the IP address (or range of addresses) that shall be associated (or used) with a particular device or closed user group. Each state provided IP address shall be assigned by the Service Provider **permanently** to a unique (one) transmission device for the life of the service. The issued DMS electronic service order shall specify the necessary IP address space to accommodate the user (or users) assigned to a particular closed user group. DMS will transmit the specific IP address to use for each mobile device through the electronic order. The Service Provider shall assign the IP-address to each mobile-device and electronically update the DMS electronic service order system with the IP address assigned (as a check) before the order is closed-out. The DMS electronic service order system shall maintain a correlated record of each closed user group, the associated wireless devices, each device's electronic identifier(s), and the correlated IP address assigned to each device within each user group.

Static IP addressing is acceptable as long as the IP address is coded (hard or electronically) within the transmission device permanently. An IP address dynamically assigned to the transmission device is acceptable as long as the IP address remains persistent to that particular mobile device. The dynamic IP address assignment mechanism shall persistently assign the same IP address to the same mobile device from an IP address pool assigned to a particular closed user group. IP addresses shall remain as provisioned by the DMS electronic service order until a change is submitted by the DMS electronic service order to the Service Provider.

Verizon shall allow DMS and/or the SUNCOM Client to provide the IP address subnet(s) which shall be assigned to their respective devices. The IP addresses may be private (following RFC 1918) or public if registered to DMS or the SUNCOM client in the ARIN database (Queried at http://whois.arin.net/ui).

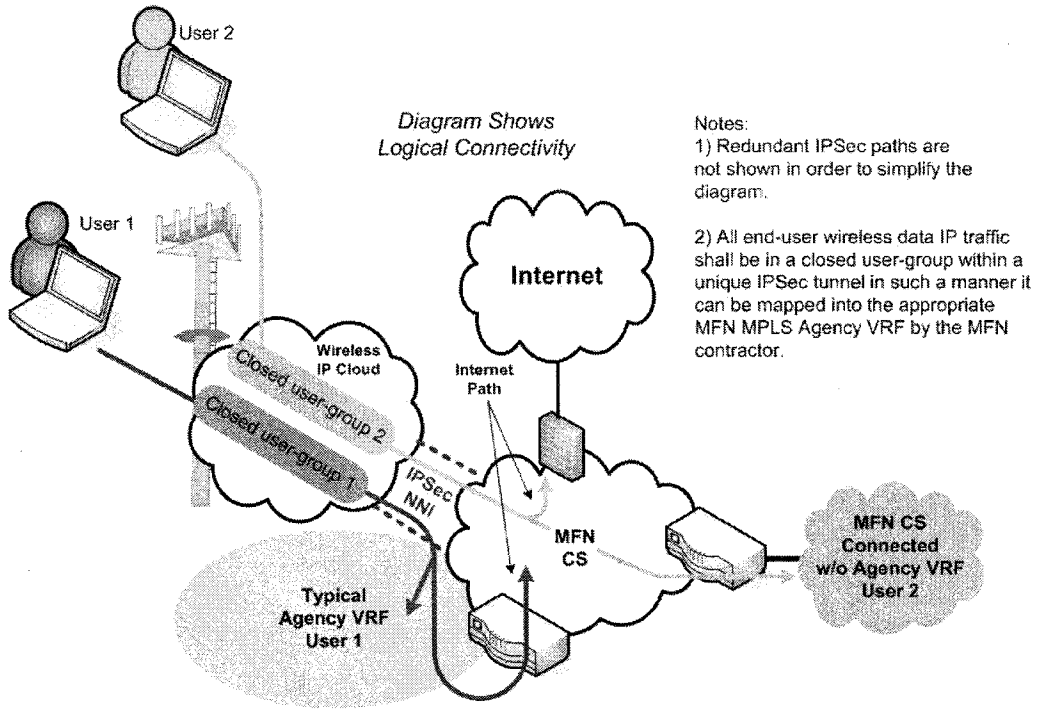
1.05.1 Wireless Device IP Routing Scheme with State Provided IP Addresses (Public or Private)

DMS shall provide the Service Provider the applicable IP address space required for each closed user group's wireless users. The Service Provider shall route state agency and SUNCOM eligible customers (connected to MFN) wireless data traffic to MFN across the Internet utilizing the IPSec NNI tunnels (i.e. one unique IPSec tunnel per user group). Applicable Internet access shall be accomplished through MFN using this IP addressing and routing scheme.

Note:

Neither DMS nor the Service Provider shall facilitate Internet connectivity for customers that own public IP address space but require private IP address space to be used for their wireless data users. If private IP address space is utilized by the customer, Internet connectivity shall be

the responsibility of the customer using a customer controlled mechanism such as a NAT function, Internet proxy, or other customer controlled solution.



All DMS/SUNCOM IP traffic shall be isolated throughout the Service Provider wireless and IP routed networks. DMS shall have and maintain control related to setting security policies on MFN access and its Intranet traffic as well as NNI IPSec tunnel configuration parameters.

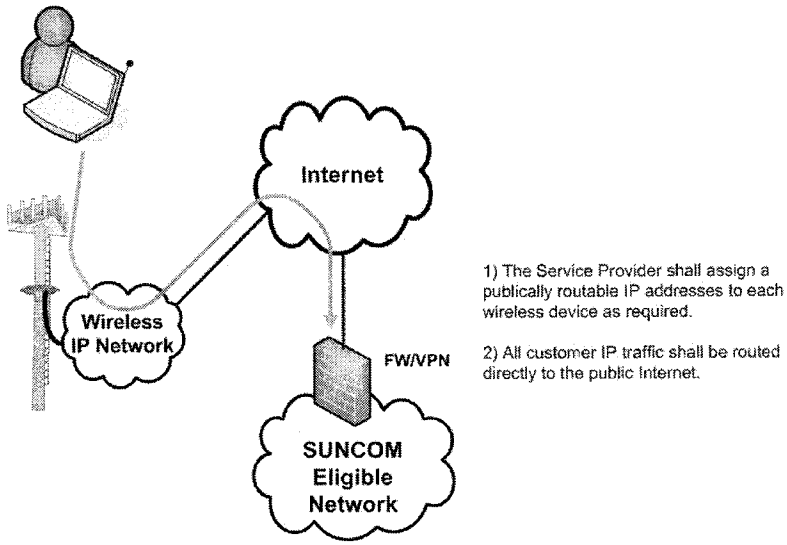
State Agencies and Non-State SUNCOM eligible entities connected to MFN shall use this method to access their network via MFN and the Internet.

1.06 Service Provider Furnished Publically Routable IP Address Space

The Service Provider shall furnish publically routable IP address space for customers that require their end-user wireless data IP traffic to be routed directly to the Internet by the Service Provider.

1.06.1 Wireless Device IP Routing Scheme with Service Provider Furnished IP Addresses (Public)

Available to Non-State SUNCOM eligible entities that are not connected to MFN, the customer (SUNCOM eligible entity) shall have the option of having their end-user wireless IP traffic routed directly to the Internet by the Service Provider. The Service Provider shall provide the appropriate publically routable IP address space as required to support this option.



The Service Provider shall provision and route all the end-users wireless data IP traffic directly to the Internet. This transport option shall facilitate encrypted VPN traffic for customers using a remote-access VPN concentrator to access their IP network, or facilitate Internet connectivity to web-servers or web-based applications.

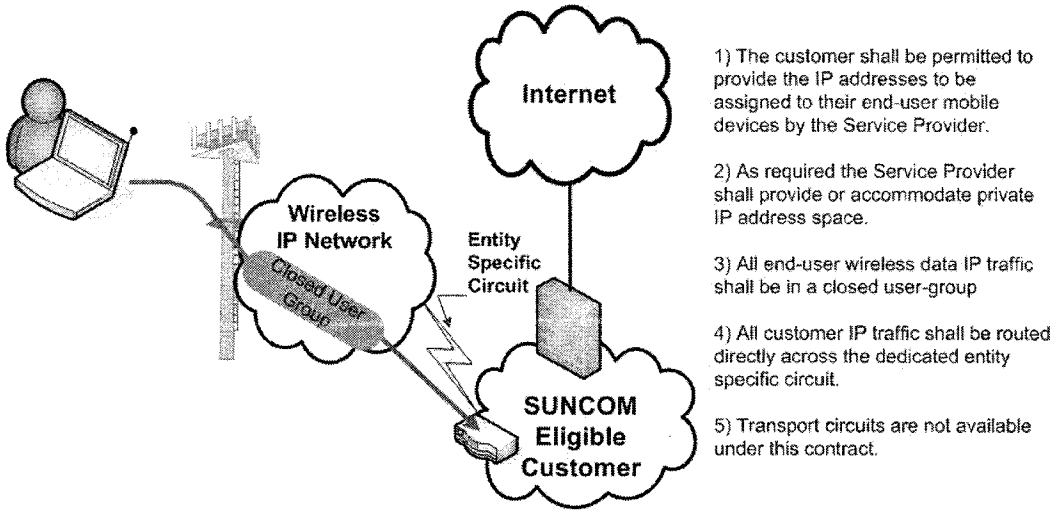
The Service Provider shall **not** be required to create closed user groups for customers that require the Service Provider to route their wireless end-users IP traffic directly to the Internet. Also under this option, the Service Provider shall **not** be required to persistently assign the same IP address to a unique wireless device.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" from DMS. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct Internet routing provided using this exemption so that the direct Internet connectivity can be documented as a non-security issue or risk.*

1.07 Entity Specific Circuit; Wireless Device Routing and IP address Scheme.

In this instance an "Entity Specific Circuit" is defined as a dedicated data transport circuit connected between the customer's and Service Provider's IP networks. The customer (SUNCOM eligible entity) shall have the option to route their end-user wireless IP traffic directly to their network by the Service Provider via a dedicated transport circuit. The Service Provider shall provide the appropriate private IP address space as required, or shall allow the customer to provide the applicable IP address space (public) that shall be utilized by the Service Provider to address their wireless devices provided in the service order. The customer may use private IP address space provided by DMS which shall be in accordance with the private IP address allocation block mutually agreed upon (or other agreed upon method) by DMS and the Service Provider.



Applicable to Non-State SUNCOM eligible entities not connected to MFN: The Entity Specific Circuit's associated cost shall be billed directly to the SUNCOM eligible entity by the circuit provider. Entity Specific Circuits are out of the scope of this contract and shall not involve DMS in the ordering, billing, provisioning, payment, network support, or other thereof.

Applicable to State Agencies and Non-State SUNCOM eligible entities connected to MFN: Any state agency or SUNCOM eligible entity connected to MFN attempting to use this IP connectivity approach is required to obtain an approved "Exemption Request" to use a filtered MFN extranet connection from DMS terminating at the Tampa MFN facility. The Service Provider shall not permit IP connectivity as described above to any network without DMS involvement and approval. See exemption below.

> ***Exemption:*** *SUNCOM eligible customers that are connected to MFN using a filtered extranet connection are exempt from this stipulation. The Service Provider shall notify DMS of any direct connection made using this exemption so that the connection can be documented as a non-security issue or risk.*

1.08 Service Provider Primary (Active) NNI IPSEC VPN Appliance

The Service Provider shall provide a primary (active) IPSec VPN appliance and Internet connectivity for that appliance at the Service Provider's facility. The initial IPSec VPN appliance shall be upgraded if the encrypted throughput reaches eighty-percent (80%) of the IPSec appliance's rated capacity or if the CPU utilization reaches eighty-percent (80%) of rated capacity or if the port throughput speed reaches eighty-percent (80%) of rated capacity. The available Internet bandwidth shall be increased by a minimum of twenty percent (20%) within ninety (90) days if the utilization reaches eighty-percent (80%) of capacity and maintained over any five minute period. DMS shall have "READ-ONLY" access to the primary NNI IPSec appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to monitor the IPSec appliance's performance metrics. The primary (active) NNI IPSec VPN appliance hardware and software configurations shall be at all times identical to that of the secondary (standby) NNI IPSec VPN appliance.

The Service Provider's IPSec appliances (both primary and secondary) shall support the following IPSec parameters:

IPSec Parameters	
IKA (SA)	Main Mode
Encryption Strength	3DES
Authentication	Pre-Shared Key
Diffie-Hellmans (D-H) Groups	2 or 5 (group-5 preferred)
Perfect Forward Secrecy	pfs
Data Integrity Hash Algorithm	SHA
IPSec (SA)	Quick Mode
Security Association (SA) Lifetime	86,400 seconds (maximum)
Authentication Type	HMAC-SHA
Security Association (SA) Lifetime	28,800 seconds (maximum)
Simultaneous Active Tunnels	1000 (minimum)

The Service Provider's secondary (standby) IPSec VPN appliance shall at all times be configured to provide full failover for their primary IPSec VPN appliance so that IP connectivity to MFN is maintained in the event of a Service Provider's primary failure. The Service Provider shall provision their primary and secondary VPN appliances to redirect all IPSec traffic to the MFN secondary VPN appliance in the event the MFN primary VPN appliance fails and vice versa. After the failure has cleared the Service Provider's primary VPN appliance shall (over time) automatically reestablished the IPSec tunnels to the MFN primary appliance. Likewise, DMS shall provision the MFN primary and secondary VPN appliances to redirect all IPSec traffic to the Service Provider's secondary VPN appliance in the event the Service Provider's primary VPN appliance fails and vice versa. The BGP routing protocol (and other mutually agreed upon mechanisms) shall be used to monitor, trigger, and measure any failover event. DMS shall monitor the primary and secondary IPSec VPN appliances via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

DMS shall deliver to the Service Provider the required IPSec tunnel configuration parameters for each closed user group's IPSec NNI tunnel. The Service Provider shall adhere to the provided configuration parameters while provisioning their IPSec VPN appliances.

Under normal circumstances all mobile data traffic will go through the Verizon Wireless primary EHA at Charlotte, NC to the MFN network. If the Primary EHA fails, all mobile data traffic will go through the secondary EHA at Nashville, TN to the MFN network.

1.08.1 Service Provider Secondary (Standby) NNI IPSec VPN Appliance

The Service Provider's secondary IPSec VPN appliance, the appliance's available Internet bandwidth capacity, operational software image, and programmable configuration shall at all times be identical (or equivalent) to that of their primary IPSec VPN appliance. At all times the

secondary IPSec appliance shall be configured to provide full automatic failover for the Service Provider's primary IPSec VPN appliance. Any failover event shall be achieved within five-hundred (500) seconds. DMS shall have "READ-ONLY" access to the Service Provider's secondary NNI IPSec VPN appliance including SNMP. The Service Provider shall permit the MFN network monitoring tools (Spirent & E-Health) access to the VPN appliance to monitor its performance parameters. The Service Provider's secondary NNI VPN IPSec appliance hardware platform and configuration shall be at all times identical (or equivalent) to that of their primary NNI IPSec VPN appliance. DMS shall monitor the Service Provider's secondary IPSec appliance via an IPSec tunnel configured to permit SNMP to enable the monitoring tools.

1.09 Wireless Cellular Router or WWAN Cellular Modem

The acronym "WCR" shall be used to denote the "Wireless Cellular Router or WWAN Router or WWAN Cellular Modem".

The Service Provider shall make available under the contract a WCR. The WCR shall be used by SUNCOM Clients as an alternative transport to MFN and for other transport applications. The WCR shall be used in redundancy, mission critical (emergency), disaster recovery, and MFN mobility applications as defined below but shall not be limited to those listed. The Service Provider shall denote the recommended number of simultaneous users that each offered WCR can support. The WCR shall conform to all requirements contained herein unless otherwise noted:

a. Network / Transport Protocol TCP/IP, UDP/IP
b. 1 Network port (IEEE 802.11b,g Compliant)
c. WWAN Cellular Transmission Modem with Antenna
d. DHCP support, NAT support, VPN pass-through, Access Control List (ACL)
e. WCR Management Web GUI (HTTP) or CLI
f. Power Supply
g. Status Indicators- LINK, Link Activity, Power
h. Switched 4 Ethernet LAN ports, (IEEE 802.11b,g Compliant)
i. WI-FI transmission Radio-Ethernet (WI-FI Certified) with antenna
j. Program user access features and authentication method
k. Encryption Algorithm

The Service Provider shall provide all applicable WCR software and firmware for each device offered under the contract. The Service Provider shall provide to DMS a link to the WCR manufacturer's website where customers can download current software updates/releases, and software version release notes. As required, the Service Provider shall work with the customer and make a device recommendation based on a case-by-case analysis of the intended use of the device. All devices offered under the contract shall be certified (or tested) by the Service Provider to operate with the performance parameters claimed by the manufacturer on the Service Provider's network. Any device that does not meet the manufacturer's and/or the Service Provider's performance claims shall not be offered under the contract.

Verizon shall offer a dynamic selection of mobile and fixed end WWAN routers.

1.10 Emergency Operations

The Service Provider shall upon notification from the State of Florida Emergency Operations Center (EOC), Emergency Support Function (2) (ESF-2), provide wireless phones, data modems, and service airtime during declarations via "Executive Order" (federal, state and local) disaster operations and disaster recovery. At no cost, the Service Provider shall deliver to ESF-2 the

specified quantity (up to 100) of activated wireless (voice and data) devices within 24 hours of receiving the ESF-2 request. Alternatively, the Service Provider shall use commercially reasonable efforts to deliver the devices to any accessible (officially ordered safe to enter) location within the Service Provider's service area as directed by ESF-2. The airtime shall be provided at no charge for a period not to exceed thirty (30) days. On the thirty first day the Service Provider shall be allowed, at their discretion, to initiate billing on any active device accumulating airtime (not dormant). On the thirty first day, the Service Provider shall follow the ESF-2 procedures to recover their non-billable hardware.

Verizon Wireless shall provide the State of Florida Emergency Operations Center, Emergency Support Function (2) (ESF-2) with up to one hundred (100) activated wireless devices or PC Cards (or any combination thereof consisting of 100 total devices) within 24 hours of receiving the ESF-2 request. Such devices or PC Cards will be chosen at the sole discretion of Verizon Wireless and may be refurbished. These devices shall be provided at no charge for monthly access and $0.00 per minute for a period of thirty days. On the thirty-first day, Verizon Wireless will initiate per minute billing of $0.052 for each device that is still active.

Note: To take advantage of WPS on the Verizon Wireless network authorized national security and emergency preparedness users must first apply to the National Communication System ("NCS") to receive this service by visiting the NCS' website at http://wps.ncs.gov/. Once NCS confirms eligibility, the NCS will then notify Verizon Wireless that the official has been approved for WPS and that the service can be added to the user's account (see section titled "Priority Connect Services" for more information).

1.11 Additional Security Features

In addition to the security requirement listed herein, the Service Provider shall provide additional security features designed into their integrated solution which blocks unauthorized access into the State's Intranet via the NNI and potential IP attacks. The additional security features shall be consistent with established DMS rules.

All wireless data traffic is isolated throughout the Verizon Wireless network. Additionally, the core assets are security-hardened through both patching and close configuration management, and Verizon Wireless has careful operational controls to manage access among our internal staff.

Because each connection or call is encoded with a unique PN sequence, multiple users can share a single frequency band or channel. Each connection or call is kept isolated from others via PN sequence codes. CDMA2000 uses different PN sequences or encoding types in the generation of both the uplink and downlink sides of each connection. There are over 4.4 trillion different PN code combinations, making it very difficult to intercept a specific connection's PN sequence. These PN codes also change regularly to make code interception very difficult. As an added benefit, PN sequences allow for increased network access while increasing overall network security.

To secure the Verizon network, Verizon Wireless has developed and implemented the security best practices, enabling the company to offer a secure wireless environment to access mobile enterprise applications and data. Verizon Wireless combines technology, access policies, and services to help ensure that its customers' mobile workers have secure access to the data and applications they need, while minimizing outside security threats and possible attacks.

Verizon's 4G network, which will utilize Long Term Evolution (LTE) technology, LTE takes a layered approach to security. The strength in LTE access security is derived from:

- Secure storage – a device with credentials and secure data for accessing services provided by the mobile network.

- Mutual authentication – the network authenticates the user identity and the user equipment authenticates the network credentials.
- Root key length – 128-bit keys double the key strength and translate to requiring a significantly greater "level of effort" in attacking the algorithm.
- Security context – keys to encrypt signaling and user plane data are created for each data session.
- Integrity protection – integrity protection is used to verify the signaling has not been modified over the radio access interface and that the origin of signaling data is the one claimed.
- Airlink encryption – encryption is used to provide confidentiality, so that the user plane data or signaling cannot be overheard on the radio access interface.

1.12 Grade of Service

The grade of the Wireless Data Service provided by the Service Provider with respect to circuit quality, reliability, security, modem connection setup, and layer-3 routing propagation time, at a minimum, shall be equal to or exceed that provided to other commercial subscribers within the Service Provider's wireless data network.

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

Recognizing that reliable wireless service is critical to DMS, Verizon Wireless has established extensive preventive maintenance measures, network monitoring and system backup capabilities. These measures, coupled with our internal performance processes, enable us to provide our customers with levels of wireless service reliability that distinguish us from other national wireless carriers.

Verizon Wireless is pleased to offer the National Network Service Level Agreement Reporting program. This program offers DMS the ability to receive monthly reports that illustrate our continued commitment to providing the nation's most reliable network. All performance metrics, measured against applicable targets, are reported as "Pass/Fail", with actual metrics reported for missed targets. All reported metrics are measured on a 24x7 basis, including periods of normal network maintenance, and reported nationally as a monthly average.

Verizon shall provide DMS a monthly performance reports by the twentieth (20th) of each month which includes the following information:

Voice:

- Call Set Up Success: greater than or equal to 98.0%.
- Lost Calls: less than or equal to 2.0%.

1X Data:

- Session Set Up Success: greater than or equal to 98.0%.
- Dropped Sessions: less than or equal to 2.0%.
- Average User Data Rate (downlink): greater than or equal to 80 Kbps.
- Average User Data Rate (uplink): greater than or equal to 80 Kbps.
- Latency (roundtrip radio link): less than or equal to 400 milliseconds.

EV-DO Data:

- Session Set Up Success: greater than or equal to 98.0%.
- Dropped Sessions: less than or equal to 2.0%.
- Average User Data Rate (downlink): greater than or equal to 750 Kbps.
- Average User Data Rate (uplink): greater than or equal to 500 Kbps.
- Latency (roundtrip radio link): less than or equal to 150 milliseconds.

Short Message Service (SMS):

- Text Message Delivery: Delivery within 20 seconds, greater than or equal to 98.0% of the time.

Cell Site Availability:

- Availability greater than or equal to 99.9%.

With the exception of SLAs listed within the SLA matrix contained within Exhibit 5, in no event shall the failure to meet the stated service goals contained in the National Network Service Level Agreement Reporting program subject Verizon Wireless to any penalties or damages of any kind.

Note: The report(s) provided under this section contains Verizon Wireless confidential information and is/are protected by the Verizon agreed confidentiality terms and conditions.

1.13 Wireless Data User Authentication

The Service Provider shall implement a wireless data end-user authentication process that shall associate the SUNCOM end-user to a particular wireless device. The IP address assigned to that device shall be persistent to that device for the contract life of the device or until changed by a DMS electronic service order. The Service Provider shall maintain physical, electronic, and procedural safeguards to protect the security of their internal systems as well as the MFN network. The Service Provider shall secure DMS/SUNCOM information by, employing strong user authentication technology to make certain that only authorized devices connect to the Service Provider's wireless network and the MFN network. Also, the Service Provider shall implement internal and external security procedures to guard their networks and applications against unauthorized access. DMS shall be provided a copy of the Service Provider's associated security procedures upon request.

Verizon Wireless maintains physical, electronic and procedural safeguards to protect the security of the Verizon internal systems.

Verizon Wireless secures state information on our network by:

- Employing strong user authentication technology to make certain that only authorized devices connect to the Verizon Wireless network and systems.
- Implementing internal and external security procedures to guard our networks and applications against unauthorized access.

1.14 Wireless Data User Activity Logging

The Service Provider shall log and archive all user activity routed into MFN. The Service Provider shall include in the log file a unique line entry record for each individual connection a particular wireless data device makes to the cellular network. At a minimum, each line entry shall include the following parameters (in the shown order) for each connection event.

(a.) The actual date and time of connection initiation,
(b.) unique identifier assigned to the connection device, and if different the EID, billing identifier, or other,
(c.) closed user group name (or other) the wireless user is assigned to,
(d.) IP address assigned to the device for connected session,
(e.) total uplink data amount (in bits) transmitted over the connected duration,
(f.) total downlink data amount (in bits) received over the connected duration,
(g.) duration time (in minutes) of the connected session,
(h.) wireless device's associated ten (10) digit phone number,
(i.) account number associated with the transmit/receive wireless device, and
(j.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The Service Provider shall capture the SUNCOM Client activity log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. Each capture of daily SUNCOM Client activity shall be available to DMS for a period of ninety (90) days. Upon specific request, the Service Provider shall provide the log file(s) to DMS within three (3) working days from the request date. Note: DMS prefers the log files be available via a web-server (or other) configured in such a way, DMS can download the log file(s) without requiring any assistance from the Service Provider.

Each daily SUNCOM Client activity log file shall be formatted with a delimit character so that Microsoft® Excel can import each delimited parameter into a separate spreadsheet column without issue, then capable of being sorted by the column.

Verizon Wireless shall meet this requirement by offering the Verizon Enterprise Center (VEC) portal which shall provide DMS with real time user data. Using the VEC DMS shall have the capability to monitor device usage and connection status, generate current and historical reports on device usage and provisioning, and set up notifications to be triggered when a specific event occurs or when a predefined threshold is exceeded.

1.15 Text Message Broadcast Services

The text message broadcast service shall have a method (or mechanism) to broadcast messages (via cellular number) to single individuals or a defined group of recipients including cellular numbers not associated with the awarded contract. The service shall include broadcast message scheduling and auto-triggered broadcast messaging based on dates, an event, or other. The broadcast message once initiated shall be delivered to the recipient(s) within five (5) minutes. The broadcast service shall include a management web interface (or GUI) accessible to the agency to manage their broadcast recipients and broadcast message content.

Service Utilization Example:

FDOT is seeking an electronic text messaging mechanism to communicate information to their SunPass customers. They anticipate sending text messages such as individual account status information (e.g. low balance), road conditions, or emergency directions. The defined group of

cellular phone numbers receiving the broadcast will be made-up of SunPass customers who use the messaging service.

The proposed text message broadcast system shall be, an enterprise solution, capable of supporting multiple agencies with each agency having the ability of define multiple unique broadcast recipients.

Verizon Wireless Enterprise Messaging shall be offer by Verizon to meet this requirement. This product is designed for both large/small business and government agencies including public safety entities to deliver high volume text messages reliably to users on the Verizon network. Verizon Wireless has been working on broadcast SMS service for the WARN ACT. This service is strictly designed for sending out broadcast alerts for immanent life or property threats per WARN ACT.

In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Verizon Wireless shall work with DMS to identify other viable products and services as they become available in the future.

1.16 Messaging Logging Service

All messages (transmit/receive) shall be logged upon the end-user's request (order submittal). The Service Provider shall capture a unique message log file daily (each 24 hour period) starting (the next) and ending (the previous) capture at 12:00 a.m., simultaneously. The Service Provider shall provide the previous month's daily logging files to the end-user within the first ten (10) days of the month by electronic data transfer and electronic storage media (DVD, CD, etc.). It shall be required the logging files be available for a period of sixty (60) days via a web-server configured in such a way, the records can be downloaded without requiring any assistance from the Service Provider. The log file shall be formatted so that the files can be import into an electronic spreadsheet without issue and capable of being sorted by device identifier, user account number or other identifier as listed below. The log file shall include for each message (at a minimum) the listed identifiers.

(a.) Minimum Identifiers, Content and Network:

(b.) Handheld device identifiers;

(c.) associated user account number;

(d.) message send date/time;

(e.) message receive date/time;

(f.) message content, sent;

(g.) message content, receive;

(h.) wireless network identifier;

(i.) other information as recommended by the Service Provider or requested by DMS if available from the Service Provider.

The message log file shall have a unique line entry which contains the listed identifier fields separated by a delimit character such as a comma (,).

Verizon Wireless offers Enterprise Message an alternative solution this requirement. This product with a Web based self service portal that customers can view and down load the message reports (logs) in various formats (text, CVS, Microsoft Excel). Verizon Enterprise Messaging has the ability to store up to 60 day detailed logs and up to 12 months traffic and status reports. Verizon

Wireless Enterprise Messaging is part of the Verizon network. Enterprise Messaging logs can only capture the messages flowing through Enterprise Messaging in/out to Verizon Wireless network. This may fulfill some of DMS's requirements, but not all. Verizon Wireless shall work with DMS to identify specific needs. In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Enterprise Messaging Access Gateway (EMAG)	
Messaging Logging Fields	Enterprise Messaging Logging
Handheld device identifiers	Yes
Associated user account number	Yes
Message send date/time	Yes
Message receive date/time	Yes
Message content, sent	Yes
Message content, receive	Yes
Wireless network identifier	Yes

For SMS messaging, DMS shall waive (not require) items f and g (in the list above) until the Service Provider's elects to enable that capability on their network.

Short Message Service (SMS)	
Messaging Logging Fields	SMS Logging
Handheld device identifiers	Yes
Associated user account number	Yes
Message send date/time	Yes
Message receive date/time	Yes
Message content, sent	No
Message content, receive	No
Wireless network identifier	Yes

1.17 Geographical Device Tracking Service

The geographical device tracking service shall have a method (or mechanism) to track individual wireless devices within the State of Florida. The device's location shall be tracked utilizing latitude and longitudinal (Lat-Long) coordinates. It is desired the device logging interval be a parameter controlled by the SUNCOM Client but if not possible; the Lat-Long coordinate shall be logged on a defined interval in minutes continuously during designated time periods. The logged information for each individual device shall be electronically stored and maintained by the Service Provider for a period of thirty (30) days. A daily record (electronic file) of all logged devices activity shall be provided to DMS via agreed upon electronic transfer protocol, daily and/or upon request.

The geographical device tracking service shall include a management web interface (GUI) accessible to the SUNCOM Client that shows relevant devices' general location in real-time. The web interface shall plot individual device day history locations, and real-time location on an electronic Florida road and county map. The mapping software shall be capable of filtering based on a defined group of devices or a single unit.

The Service Provider shall identify all devices in their product database that support the geographical tracking functionality noting the degree of accuracy for each. Any device not supporting geographical tracking functionality shall be noted on the Service Provider's ordering interface (the tracking feature option shall be disabled for ordering purposes), and the Product Catalog submitted to DMS.

The Service Provider shall not provide the SUNCOM Client with the option to activate geo-tracking services via the Service Provider's ordering interface prior to DMS notifying the Service Provider the SUNCOM Client has established a geo-tracking billable account. Upon receipt of the DMS notification, the Service Provider shall activate the SUNCOM Client account to allow them to activate geo-tracking for the devices managed under the account. Once tracking has been activated, the Service Provider shall electronically notify the SUNCOM Client via the tracked device that device tracking has been enabled.

The geo-tracking service shall permit SUNCOM Clients to activate (or deactivate) tracking of the subscriber supported device. It is desired that the subscriber shall be able to pick the start and stop times (e.g. starting at 7:00 AM and ending at 6:00 PM to track strictly during the business day) and the frequency of Geotracking sampling. The sample frequency options available to them for collecting the tracking data should include interval ranges of at least fifteen (15) minutes, thirty (30) minutes, one (1) hour, and once daily.

The Service Provider shall send a real-time notification message to DMS every time the SUNCOM Client activates (or deactivates) geo-tracking on a device. The message will contain the:

(a) SUNCOM Client's account number.

(b) User ID, name, and email address of the person making the change.

(c) Choices made by the SUNCOM Client:

1. Device ID (phone number and data device identifier
2. Start-Stop times
3. Sampling frequency

The Service Provider shall compile all of the location records collected in the previous 24 hours into one file and electronically transfer the file report to DMS daily. Each record will contain the following:

(a) Device ID (phone number or data device identifier)

(b) Twenty-four (24) location history with location (Lat-Long),date and time for each unique sample entry.

As a part of the same transaction, the Service Provider will supply a summary showing how many records are included in the record file. DMS shall verify the number of records equals the summary and ask the Service Provider to resend the batch file or summary if a discrepancy is noted. If a discrepancy is found, DMS shall provide the Service Provider an exception report and shall not pay for records outside of what was requested (i.e. absent of proof and reconciliation).

The regular monthly invoice from Service Provider shall include a charge for all of the tracking records supplied to DMS for the prior month. The tracking data supplied daily shall be used as the invoicing detail (substantiation of the invoice) thus the total charge shall equal the number of valid records (i.e. complete records within the parameters the customer requested) DMS tallied during the month. A compilation of the daily summary amounts is the quantity that shall appear on the vendor invoice.

A third-party solution is acceptable as long as the third party is accountable to the awarded Service Provider and the regular monthly invoice is from the awarded Service Provider and not from the third party vendor. A separate award shall not be made for the geographical device tracking service.

Exception with clarification: Verizon Wireless has a suite of location based services for both asset tracking and personnel tracking. These solutions are extremely robust and provide real time tracking and logging. In addition, Verizon Wireless has developed the Verizon Development Center which allows developers/enterprise customers the ability to develop applications for SMS/MMS and Location services based on a simple network API structure known as the Network API Gateway.

Field Force Manager is a comprehensive mobile resource management solution that enhances information and process flow between field workers and the office thereby increasing productivity and efficiency. It combines a handset application and a customer web portal that allows government customers to manage and monitor their mobile workforce from a centralized location. Field Force Manager uses Verizon Wireless' Location Based Services platform and operates across the Verizon Wireless' National Enhanced Coverage and Service Area.

With Field Force Manager, you can track field workers in near real-time, analyze employee time, and dispatch remote workers wirelessly. Customer service requests can be sent quickly to the nearest team member in the field. Additionally, field workers can submit time as well as job data back to the business office, receive job assignments, and get turn-by-turn driving directions to new jobs right from their wireless device.

Features

- Location and Tracking. Uses rich, detailed mapping to show the location and location history of field workers; provides location information when users clock in and out; shows where they are when they accept and complete jobs; creates an audit trail to validate job information for customers; and generates turn-by-turn driving directions.
- Electronic Timecards. Provides employees an automated way to capture their time, and gives employers the ability to export this information into many current payroll systems for processing and to analyze it.
- Editable Timecards. Web portal users now have the ability to correct the date/time of timecard shifts and breaks for employees
- Individual Worker Hours of Operation. Now instead of having the hours of operation apply to the whole company, you can set it for each individual worker or group of workers. Also control individual worker privacy features.
- Dispatch. Provides an automated way to manage customer service requests, dispatch field personnel and track job progress in near real-time through completion.
- Integration Web Services. The State can use our web service application programming interface (API) without additional fees. These APIs are used to take the information, such as timecard, location, job dispatch, as well as other data collected by the Field Force Manager application and integrate that information with current payroll, database or other back-end office system.
- At-a-Glance Report. This report provides Web portal users all of the key performance metrics tracked by Field Force Manager.

- Faster Delivery. Expedited delivery of job info, messages and locations to the handset.
    - Requires No Text block on account
    - Requires 3.0 client for feature phones/3.1 client for advanced devices

New Field Force Manager 3.0 Enhances Web portal capabilities include:

- Mapping enhancements including draggable maps, improved map zooming, and user-selectable map style
- More worker actions shown on maps
- Hierarchical group structure
- Group-specific forms and locations
- Work-zone configuration improvements.

New Field Force Manager Client improvements include:

- Picture capture into a Field Force Manager form (Field Force Premium only)
- Spanish language menu option
- Improved text-based driving directions (Field Force Manager Basic only) fastest, shortest, avoid freeways, etc.
- Enhanced activation (zero button client activation, immediate GPS send upon client activation)

Fleet AdministratorSM

Verizon Wireless offers Fleet AdministratorSM, an automatic vehicle location (AVL) solution for managing a fleet of vehicles. It consists of a GPS-enabled vehicle tracking device, called the Qube, and a PC client application that accesses a hosted Fleet Administrator server via the Internet. Fleet Administrator is easy to deploy with minimal integration or customization and with known up-front cost.

With Fleet Administrator, you can easily locate, monitor, and manage government fleet from a desktop computer. The solution provides users with real-time and historic reporting on all vehicles to help the State reduce operating costs, increase worker productivity, streamline processes, and improve customer satisfaction.

Fleet Administrator allows for vehicle tracking, geofencing, 2-way communication to driver/operator, and integration with vehicle inputs via the 'ConEx Module' (this allows for diagnostics and sensor-related input to Fleet Administrator). Additionally, Fleet Administrator also offers an add-on module for navigation.

Fleet Administrator provides:

- Mapping - Increase productivity through real-time display of a vehicle's location on graphical maps using Google Maps.
- Vehicle Tracking and Status - Improve fleet efficiency by monitoring all vehicles' locations and status.
- Customer Sites - Monitor productivity of vehicles assigned to a particular area.
- Activity Reports - Improve vehicle utilization by analyzing a driver's or fleet's activity through dynamic and flexible reporting. Available reports include: customer site, mileage, activity, stops, trips, over-speed, and idle.

- Geofence (a defined geographic area) Monitoring - Custom define a driver's territory. Reports can track travel inside the territory and provide reports and alerts for Geofence entries and exits.
- Maintenance Module - Allows customizable scheduled vehicle maintenance based on miles, run hours or dates.
- Enhanced Vehicle Grouping - Allows for multiple fleet viewing options.
- Enhanced Alerts - Includes new real-time over-speed and idle alerts.
- Over 30 different reports by vehicle and driver.
- Scheduled reporting – Reports can be scheduled to run daily, weekly, monthly.

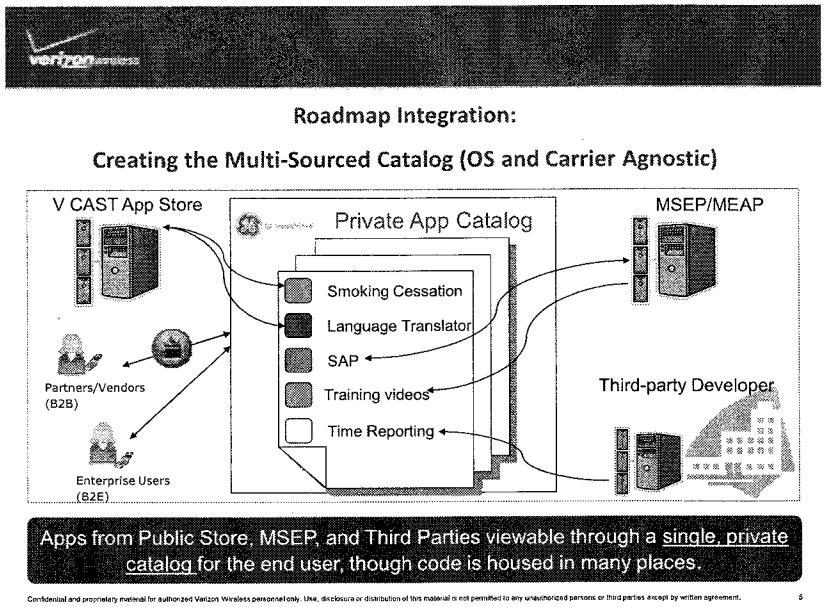
Verizon Wireless shall work with DMS's technical staff to assist implementing advanced geographical location services.

1.18 Wireless Device Apps-Store

The Service Provider shall provide an Apps-Store for wireless handheld device applications. The Apps-Store shall have a web-based interface for wireless device applications development and functionality to disseminate applications to the mobile device. The Apps-Store shall be provisioned with a state accessible and public accessible partition with public access to the state partition restricted. The Apps-Store shall be a turn-key solution with all software, hardware, and data transport links provided and maintained by the Service Provider for the term of the Contract.

The Enterprise Private Storefront shall allow for the following:

- Private app storefront and catalog
- Ingest apps from multiple disparate sources
- Enterprise administration console
  - Define users and policies
  - Management
  - Distribution
  - Monetization and Billing
- Private storefront is OS, device and carrier agnostic (iOS, Android, BB)
- Supports in-market MDM solutions



1.19 Coverage Maps (Voice and Data Web GUI)

Within forty five (45)-days from the contract execution, the Service Provider shall complete development and make available a "coverage map" webpage accessible via the wireless cloud and the Internet. The Service Provider shall maintain and update the wireless service webpage as required or directed by DMS at no additional cost. The Service Provider shall furnish a dedicated Internet accessible web GUI application database containing current non-proprietary, coverage maps to validate the counties, or portions thereof, where they have wireless voice and data services operating and providing reliable services, 24x7x365. The outdoor coverage maps should be detailed (marketing maps are not acceptable) and accurately reflect the reliable voice and data service areas. The Service Provider shall provide detailed in-network (no roaming) voice and data services coverage maps for the State of Florida, with a detailed overlay of counties and major highways.

The coverage maps shall include a statewide map and county-by-county maps, sixty-seven (67) in total. The map must include a reference to the propagation software used and be in compliance with accepted mapping standards. Detailed engineering propagation maps are not required (at this time). The maps shall differentiate voice and data coverage areas. The Service Provider shall highlight any areas on the coverage maps where roaming charges for voice or data will be incurred. The Service Provider shall include, on the services webpage, a listing of all counties within the state where they currently have wireless service available with the coverage percentage for each. Counties with no coverage shall be listed with a comment stating "no coverage available." After the contract award and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the Service Provider shall update the coverage map database to accurately depict the Service Provider's wireless service area as required. The coverage maps shall be available, via the Internet, to potential SUNCOM Clients, and used to determine the best Service Provider's coverage area for a particular geographical area within the State of Florida. It is desired that a continental United States coverage map also be included.

DMS waives (not require) the requirement for static coverage as long as: Verizon provides and maintains a wireless coverage GUI on the public Internet accessible by DMS and the end customer.

http://www.verizonwireless.com/b2c/CoverageLocatorController?requesttype=NEWREQUEST?p_url=coverage_map_demo&=CDinaBox&cm_ite=Roaming

Verizon Wireless offers the Enterprise Customer Mapping Solution (ECMS) to DMS to meet the engineering map requirement. ECMS is a mapping tool that displays Verizon Wireless coverage by service type. Coverage outages are depicted for 1xRTT and EV-DO service only. ECMS provides data from an internal mapping and analysis tool that shall be made available to DMS under this contract. Coverage layers are updated quarterly.

Features of ECMS include:

- Web-enabled mapping display tool
- Coverage Out of Service (OOS) messages are received in 5 minute intervals
- Tabular and cartographic output
- Government customers will have secure access via VPN to the application
- Thin client, no downloads required
- Application allows zoom in, zoom out, zoom to last extent, zoom to full extent, panning
- Locate by address, city, state, county, ZIP Code
- Locate by coordinates
- Locate by proximity
- Measure tool – measure distance between 2 points
- Query Tool – for OOS alarms
- Legend for feature selection
- Create & print custom maps
- Spatial bookmarks

Note: *The ECMS service shall not be linked in any way to any performance measures, service level targets, penalties or remedies.*

1.20 Roaming

There shall be no additional roaming cost associated with a user account within the State of Florida. There shall be no roaming charge incurred by end-user accounts within the Service Provider's advertised footprint outside the State of Florida within the United States.

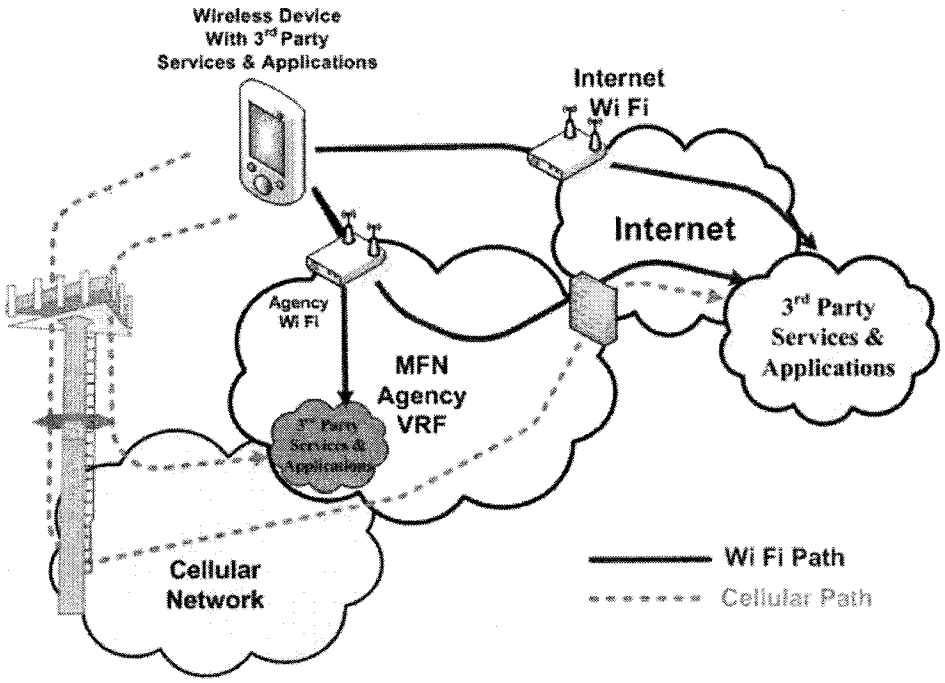
Verizon Wireless has roaming agreements with other wireless providers that enable DMS customers to make and receive calls without incurring roaming charges in areas that are not currently part of the Verizon Wireless network. Verizon is a direct service provider of wireless services for the markets where they own and/or operate a cellular or Personal Communications Service (PCS) license in the U.S. State personnel devices shall be programmed with a preferred roaming list (PRL), which is a list of Verizon Wireless' roaming partners in order of preference. Verizon Wireless equipment is directed first to Verizon Wireless' network, and then to our preferred roaming partners' networks if the Verizon Wireless network is unavailable or in areas where Verizon Wireless does not currently provide service.

Note: *Verizon Wireless does not monitor or restrict roaming charges.*

1.21 Network Neutrality

The Service Provider's network shall be a "Neutral Network" which, in this instance, shall be defined as: free of any restrictions which, degrade communication streams based on the following, including, but not limited to: particular third party service providers, communication types, communication content, application, application data, application ports, or destination site filtering by filter-list, URL, network-address, host-address, or other.

The SUNCOM end-user shall be capable of transmitting and receiving third party services and application data without restrictions such as: IP traffic throttling, blocking mechanisms, or other network traffic control schemes which queue, shape, differentiate or degrade the associated communication stream in any way. While connected to the Service Provider's cellular network (via transmit/receive device), the wireless IP data mode of communication shall not be restricted, blocked, or governed by the Service Provider to hinder or prevent the execution of third party services or applications. The Service Provider shall not block, restrict, impede (degrade), or negatively influence the communication stream of a third party service (or application) which may (or may not) include services (or applications) that compete with similar services available from the Service Provider. See the diagram below.



The Service Provider shall not impede (degrade), block, or differentiate performance of third party wireless connectivity devices (data-modems, handhelds, routers, or other), which technically conform to, and are functionally compatible with, the Service Provider's wireless network. The Service Provider shall not impede or degrade any transmit/receive device's performance or any communication streams being processed by the device during a communication session.

October 22, 2009, the FCC initiated a proceeding in which it proposes to adopt so-called "net neutrality" rules that it describes as intended to preserve the openness of the Internet. The

proposed rules would apply to all providers of broadband Internet access services, including commercial mobile radio service providers. The FCC proposes to adopt as rules four principles taken from a previous policy statement that applied to wireline broadband services, and to add two new requirements, all of which would be subject to the ability of network providers to engage in reasonable network management practices and to meeting the needs of law enforcement, public safety and national security. Specifically, the proposed rules would provide that a broadband Internet access provider: 1) may not prevent its users from sending or receiving lawful content over the Internet; 2) may not prevent its users from running or using lawful applications and services; 3) may not prevent its users from connecting to and using on its networks their choice of lawful devices that do not harm the network; 4) may not deprive its users of their entitlement to competition among network providers, applications, content or services; 5) must treat lawful content, applications or services in a nondiscriminatory manner; and 6) must disclose information on network management and other practices reasonably required for users and application, content and service providers to enjoy the protections of the rules. Any final rules that ultimately may be adopted, depending upon their scope and term, could have a significant adverse effect on our wireless broadband services.

To combat flooding the network with text messages, Verizon Wireless has the ability to limit the number of messages and subscribers accessing the network. If there are too many messages coming from one person or broadcast behavior is detected, this behavior, also known as "spamming", shall be prevented by blocking these messages.

1.22 Priority Connect Services

The Service Provider's wireless network shall be provisioned to support a Wireless Priority Service (WPS) scheme in compliance with the National Communications System (NCS) of the Department of Homeland Security. DMS is aware WPS is a federal program, administered by the National Communications System (NCS) within the Department of Homeland Security (DHS) that provides the benefit of priority network access for qualified government and industry subscribers that must have communications capabilities in times of national security and emergency preparedness.

DMS requires that the WPS service shall be deployed on the entire Service Provider Wireless network across the United States.

Once WPS is activated, registered users shall be capable of dialing a *three (3)-digit number to activate the priority connect feature before dialing the ten (10)-digit telephone number. The call will automatically be placed in high-priority status and will be given priority for the next available wireless channel at the originating radio access network. At this time, Verizon Wireless supports priority features for voice traffic only. Wireless Priority Service (WPS) is offered today to Federal, State, Local, and Tribal Government's authorized personnel, providing priority access to the public wireless network during network congestion. The service is activated by dialing a code and then the phone number.

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

WPS Eligibility Criteria
The following WPS qualifying criteria apply equally to all users and will be used as a basis for all WPS approvals/assignments. There are five WPS National Security/Emergency Preparedness (NS/EP) criteria. Categories:

Priority 1: Executive Leadership and Policy Makers
Priority 2: Disaster Response/Military Command and Control
Priority 3: Public Health, Safety and Law Enforcement Command
Priority 4: Public Services/Utilities and Public Welfare
Priority 5: Disaster Recovery

These criteria were selected to meet the needs of the emergency response community and provide access for the command and control functions critical to management of and response to national security and emergency situations, particularly during the first 24 to 72 hours following an event. WPS should only be requested for key leadership personnel and their direct supporting staff who are in NS/EP leadership positions.

Note: *Verizon Wireless does not currently offer WPS for data services.*

1.23 Test Plan (applicable to wireless data component)

The Service Provider shall be responsible for testing the wireless data transport system to ensure proper performance as required as part of this contract. All wireless service system testing shall be coordinated with and approved by DMS and/or the applicable SUNCOM agency applicable to this contract. The Service Provider shall be responsible for testing each component of the wireless data service system including wireless modems (before and after installation, if requested by the SUNCOM agency), transport NNI, transport NNI failover, and closed user group configurations. The Service Provider shall develop and submit to DMS for approval a test plan and demonstrate successful IPSEC NNI failover testing for each NNI tunnel between the primary and secondary IPSec VPN appliances before SUNCOM service orders shall be permitted. All test plans and testing shall be coordinated with and approved by DMS. The test plan shall be applicable to the contract elements only. The test plan once approved by DMS shall be contained within the MCS Operational Guide.

1.24 Data Monitoring Tool Suite

The Service Provider shall make available to DMS and the end-user a GUI tools which support administrative management of user accounts (e.g. activate or deactivate device), monitor per-user usage, track user activity, and monitor service agreed upon SLAs. Also, provide a list of GUI tools capable of troubleshooting user problems, monitor malicious activity, customer defined event notification, and excessive usage notification alarming as defined by the customer. The GUI tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user accounts while limiting the end customer to their particular users.

Verizon Wireless' Verizon Integration Platform (VIP) solution shall permit DMS to utilize VIP APIs to manage, in an automated fashion, the administrative management of user accounts (e.g., activates and deactivates). Automated responses to the activate and deactivate requests will be sent back to DMS. In addition, Verizon Enterprise Center (VEC) offers multiple online reporting functions as well as a text delimited download file that contains all the invoice related charges and detail which matches what appears on the paper bill. This file is called Raw Data Download

(RDD). To access VEC, users will be required to go to a separate URL and enter an individual User ID and password.

1.25 Voice Monitoring Tool Suite

The Service Provider shall provide a web-based tool capable of monitoring voice account information, usage minutes, calling activity, activation/deactivation functionality, overage alerts, and service area outage information. The tool suite shall be integrated into the DMS SUNCOM portal and made available to the DMS NOC and end customer. The tool suite shall be configurable and provide DMS functionality to monitor all user account while limiting the end customer to their particular users.

Although Verizon Wireless' Verizon Integration Platform (VIP) solution will be the primary solution for account maintenance activities, the Verizon Enterprise Center (VEC) is also available to DMS. The Verizon Enterprise Center (VEC) is the online self-service tool for Verizon Wireless Enterprise customers. The VEC provides robust functionality to maintain wireless accounts.

- Order Online –Designated employees can use the Web portal to order new devices and accessories when logged into the VEC. The ordering site is customized with DMS's name and reflects pricing and equipment discount. This provides designated employees greater flexibility in placing orders right from their own desktop via a single login.
- Account Maintenance – Designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can suspend/resume service, activate equipment, make ESN changes online and initiate device upgrades from this link.
- Statements – The Statements link provides a quick, easy method for DMS to review balance, last payment and a summary of current charges. In addition, you can view usage and charges related to entire organization or a particular account. From the statements page, you can easily view or print bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.
- Invoices – Within the Invoices link, you can view and pay bill and set up payment accounts.
- Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the "20 longest phone calls" or a "summary of cost by month". Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.

The Verizon Account Manager for this contract shall setup Verizon Enterprise Center training for the designated DMS personnel after contract execution.

1.26 Voice Handheld Devices

The Service Provider shall provide at least one device in each of the following categories throughout the life of the contract:

- **Conventional Device:** a standard voice handheld device with integrated data functionality. This phone shall be Full-duplex, Digital, and Multi-mode: The term multi-mode designates a phone that supports the frequency bands utilized by the Service Provider's wireless network. These phones shall feature full duplex digital technology, mobile to mobile, and PSTN interconnect operation. This type phone shall be offered as the basic phone for all new subscribers as part of the service package.
- **Push-to-Talk (PTT) Device:** a PTT voice handheld device with integrated data functionality. This phone shall have combined the functionality of a Conventional Device (above) with Push-to-Talk (PTT) operation between mobile units.
- **Premium Type Device:** a premium handheld device with integrated data functionality such as iPhone®, Droid®, or Blackberry®.

1.26.1 Minimum Requirements

All voice handheld devices shall meet or exceed the following minimum requirements:

a) 12-button (or simulated) keypad (0-9, *, #) in handset
b) 50 number memory, 16 digits (minimum) per number stored.
c) Support Text, SMS, and MMS messaging
d) Controls and indicators as required to:
e) Originate and receive calls control,
f) Power On/Off,
g) Call in Progress (In Use),
h) No Service,
i) Battery Status,
j) Roaming or Home area service,
k) Character display with memory recall of all stored digit,
l) Call log showing missed calls, dialed calls, and received calls,
m) Auto redial,
n) Ring silence or vibrate settings,
o) Volume control,
p) An On/Off switch, and
q) PTT button as applicable to operation mode
r) Rechargeable battery, AC charger, and associated antenna(s) included

1.27 Data Transmit Devices

The Service Provider shall provide at least one data transmission device each commercially available form factor (PCMCIA, Express, USB, Tether, and Cellular Modem/Wireless Routers). The data transmission devices shall be compatible with any standard computing device such as: laptop computers, personal digital assistants, notepads, handheld, router (with modem slot or adapter), etc. At all times during the life of the contract, the transmission devices (internal or

external) provided under the contract shall be capable of transmitting information at the highest throughput rate commercially available on the Service Provider's wireless network. The Service Provider shall include, at no additional cost, the associated device antenna(s).

The Service Provider shall provide all applicable device software/firmware including a management plan to update each device offered, as required. The Service Provider shall accomplish the software/firmware updates through their wireless network if possible. At the discretion of DMS, software/firmware update revisions shall first be tested using a seed lot (approximately twenty users) of the DMS customer base before the update is made available to all customers by the Service Provider. The seed lot users shall be determined by DMS upon the Service Provider's request, and shall be made up from different agency users such as HSMV, FDLE, DOH, DOT, DCF and others. The latest software/firmware list on the Service Provider's SUNCOM services webpage shall be tested or approved by DMS.

1.28 Text Messaging-Only Devices

The Service Provider shall provide, for the life of the contract, a wireless handheld device that can be provisioned to only permit SMS (text messaging) and 911 wireless transmissions. With the exception of 911 calls, the handheld device shall not be configured with voice functionality or have the ability to enable voice functionality by the end-user.

1.29 Helpdesk

The Service Provider shall provide a centralized trouble reporting and maintenance system ("Helpdesk) for use by the Department and SUNCOM Clients. The HelpDesk shall accept and promptly respond to all incoming calls, faxes, and e-mails received during (i) normal Business Hours, and (ii) emergency situations as determined in advance by the Department with reasonable advance notice. In all cases, the Service Provider shall open an incident ticket with the date and time indicated to capture the reported problem. The incident record shall contain the caller's name, contact information and a brief description of the reported problem. It shall be the Service Provider's sole responsibility to resolve the problem as soon as practicable. The Service Provider shall provide an electronic, consolidated incident status report weekly for all open trouble tickets to the Department. The status report shall be electronically formatted as specified by the Department and reference the incident number, state the reported problem, the resolution, resolution date and time or provide a target date for resolution and other information as requested by the Department. After the Service Provider resolves the reported problem, the Service Provider shall closeout the incident record with a complete description of the reported problem and the corrective actions taken by the Service Provider.

The Service Provider shall assist the Department with the integration of the HelpDesk with the Department's Service Desk, Service Desk Express application and/or other existing DMS helpdesk system(s).

The Service Provider shall make available a web-enabled trouble ticket tracking system with GUI. The tracking system shall contain a complete database of all open and closed trouble tickets for the life of the Agreement. The Department shall have a master account listing all service trouble tickets within the database. The SUNCOM Client shall have limited access to only the trouble tickets applicable to their End-users.

Trouble ticket history shall be provided by the Service Provider through API, or an equivalent method. Trouble ticket information shall contain all information related to the incident and identify the item by the Department inventory number. The Service Provider shall provide the

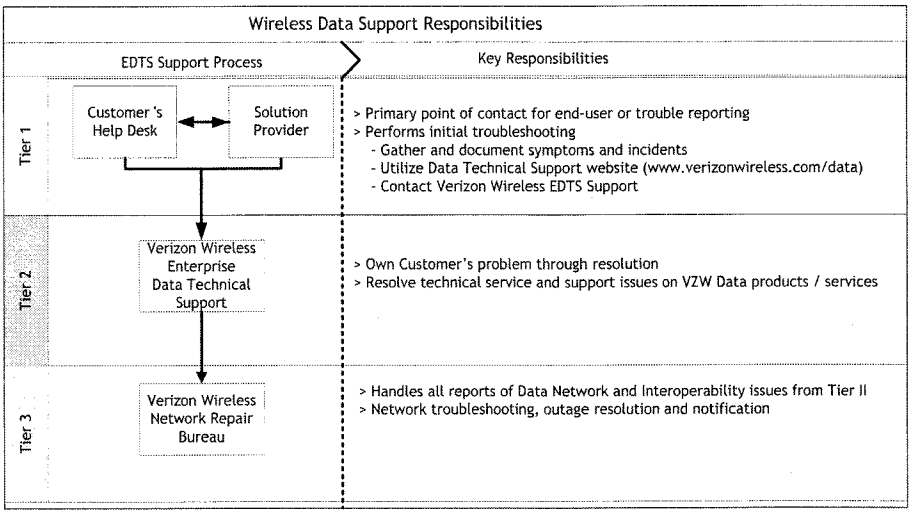
capability and functionality for the Department to collect trouble ticket information as described. The Service Provider shall provide useable interfaces to its ticketing system for all SUNCOM Clients and the Department.

Verizon shall work with the State through the implementation process to develop a ticket reporting tool. Verizon will provide helpdesk to helpdesk support. Verizon will provide an interface to access the ticket data.

In addition, Verizon Wireless shall provide DMS with its Enterprise Data Technical Support (EDTS) service as describe below:

1. EDTS Highlights:
2. Help Desk to Help Desk Data Technical Support
3. 24 x 7 x 365 Support
4. Dedicated Toll Free 800 # directly into EDTS
5. No phone menu tree to navigate through
6. Escalation path into VZW Network Team if required
7. Email support available
8. Escalation contact information for EDTS Leadership Team
9. EDTS Leadership available to meet with customer if needed
10. Customer specific EDTS profile storing critical support and contact information
11. Reporting available
12. Device exchange assistance on VZW branded devices if needed
13. Staffed by Expert Level Certified Technicians

Technical Support Flow Diagram & Responsibilities



Enterprise Data E-mail Support

E-mail Support - Customer Benefits

- Alternative method for contacting Enterprise Data Technical Support
- Ability to make non-urgent requests via an email request
- Cost Effective

- Dedicated E-mail support for Enterprise Customers

Mailbox Information

- Email Address: WDTSEnterpriseFolsom@VerizonWireless.com

Hours of Operation

- 5:00 AM – 6:00 PM PST Monday - Friday

Response Information

- Upon receipt of a request, an automated E-mail will be sent to confirm that the request has been received.
- Once a Technician has reviewed the request, a response E-mail will be sent to update the Enterprise Customer on the resolution or to request additional information.

1.30 Network Trouble Reporting.

Upon notification of network trouble, the Service Provider shall respond to the trouble reports within four (4) hours (best effort) of notification. A report of trouble clearance shall be furnished to the Department and the SUNCOM Client within one (1) hour (best effort) of trouble clearance, and a copy of the Service Provider's written trouble ticket shall be provided upon request. In the event of a transmission facility site, network, or large-scale failure, the Service Provider's Network Operations Center (NOC) shall make best effort to provide immediate notification to the Department when it affects Customer services.

The Verizon Wireless Network Operations Center (NOC) monitors system-wide alarms 24x7, 365 days per year. Upon receipt, alarms are classified into one of three categories: Critical, Major, or Minor:

- A Critical alarm is one that prevents call processing (either partially or entirely) or prevents (or soon will prevent) proper billing. An example of this is a BTS (cell site) or MSC (switch) outage.
- A Major alarm is one that seriously (or may soon seriously) affects the performance of equipment.
- A Minor alarm is one that has minimal impact on equipment performance.

The following table identifies Verizon Wireless internal maximum standards for mean time to restore (MTTR) of each alarm type to ensure timely restoration of service. Our goal is to consistently exceed these targeted metrics.

Category	MTTR
Critical	30 min.
Major	24 hrs.
Minor	48 hrs.

Note: *Verizon Wireless does not guarantee the MTTR metrics identified above, these are provided for reference purposes only.*

1.31 Department Test Accounts.

The Service Provider shall configure (or re-configure) the devices and/or accounts within their wireless network equipment as directed by the Department at no cost. The accounts may be used by any SUNCOM Client at the discretion of the Department for test and evaluation purposes. The test accounts shall be controlled (activated or deactivated) and/or supervised by the Department. The Service Provider shall provide (up to 10) voice accounts and handheld devices for test purposes. The test devices shall be representative, equal in functionality, and support all features that are inherent to the Service Provider's commercially available network. The test units shall be premium (highest functionality) devices with integrated voice and data feature functionality.

The Service Provider shall provide (up to 10) data test accounts and transmission devices for test purposes. The Service Provider shall include two (2) representatives for each form factor commercially available and shall support the premium feature suite commercially available for that particular form factor.

All test accounts and devices shall be configured to operate (transmit/receive) on the Service Provider's network throughout the continental United States, only. Also, the test accounts and associated devices shall be assigned and used by the Department personnel without limitation in order to test, evaluate, and observe the Service Provider's quality of service over the life of the Agreement.

1.32 SUNCOM Client Testing and Evaluation.

Prior to making their initial order for Service, SUNCOM Clients shall be permitted to obtain wireless demonstration equipment (including airtime) for the purposes of testing and evaluation at no additional cost. The demonstration equipment shall be made available for a period of thirty (30) working days. Any demonstration equipment forms and processes shall be reasonably provided, managed, and maintained by the Service Provider. The Service Provider shall post (on their webpage) the step-by-step procedure the SUNCOM Client is required to follow in order to obtain the demonstration equipment. The Service Provider shall coordinate directly with the SUNCOM Client regarding demonstration accounts and devices.

1.33 Weekly Conference Calls.

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

1.34 Operational and User Guide

The Service Provider shall assist DMS in developing and maintaining a User and Operational Guide. The User guide is intended to provide a set of instructions for the customer on how to use the service. The Operational Guide shall contain DMS instructions, processes, and procedures that shall be followed by the Service Provider while delivering the contracted wireless services as specified herein.

1.35 Escalation Requirements

The Service Provider shall develop a escalation procedure and contact list to be used for unresolved SUNCOM Client problems, unresolved network problems, or problems not being

resolved in a timely manner shall include names, titles, and phone numbers of contacts in the Service Provider's escalation chain.

1.36 Planned Wireless Service Maintenance Notification

The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS of a planned service maintenance which may potentially cause a service outage that includes the date, time, and estimated duration of the maintenance.

1.37 Unplanned Wireless Maintenance Notification

The Service Provider shall send a sixty (60) minute (minimum) advance electronic notification which informs DMS of a unplanned service maintenance which includes the date, time, and estimated duration of the maintenance.

1.38 Unplanned Wireless Service Outage Notification

The Service Provider shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within 5 hours (maximum) from the outage start time.

1.39 Hardware Shipment

From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two (72) hours, excluding State holidays. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS and the end-user within seventy-two (72) hours of order receipt date. Shipments related to "Enhanced Services" hardware are exempt from this requirement.

1.40 Existing Wireless Data Customer Migration

Once the Service Provider successfully receives the DMS request to migrate the existing wireless data customers, the Service Provider shall move all specified wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days.

EXHIBIT 2
BUSINESS PROCESS AND OPERATIONS

Exhibit 2.0 Verizon Wireless MCS Business Processes and Operations

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2.01 Business Model General Description

To deliver service, a comprehensive business-to-business (B2B) process shall be implemented between DMS and the Service Provider. The process shall use significant automation to implement the DMS standard business model as governed by Section 282, Florida Statutes, and Chapter 60FF-2, Florida Administrative Code.

The Service Provider shall provide DMS all products and services information with relationships that identify which products and services are compatible. SUNCOM Endusers place orders (Customer Services Authorizations, or CSAs, in Florida Administrative Code 60FF-2) through the DMS Open and Shared Information System (OaSIS). Orders are passed electronically to Service Providers who update the fulfillment status. Upon order completion, Service Providers then invoice DMS monthly for services rendered to all SUNCOM Endusers through a single invoice to DMS with supporting detail and utilization in electronic files. This supporting detail includes auditable charges at the activity level capable of being tracked to the SUNCOM Enduser.

The Service Provider shall not be obligated to directly invoice or collect payment from SUNCOM Endusers for any product or services purchased through OaSIS.

2.02 Implementation Timeline

Figure 2:1 is the timeline identifying milestones to be achieved by both DMS and the Service Provider to implement the agreed B2B model.

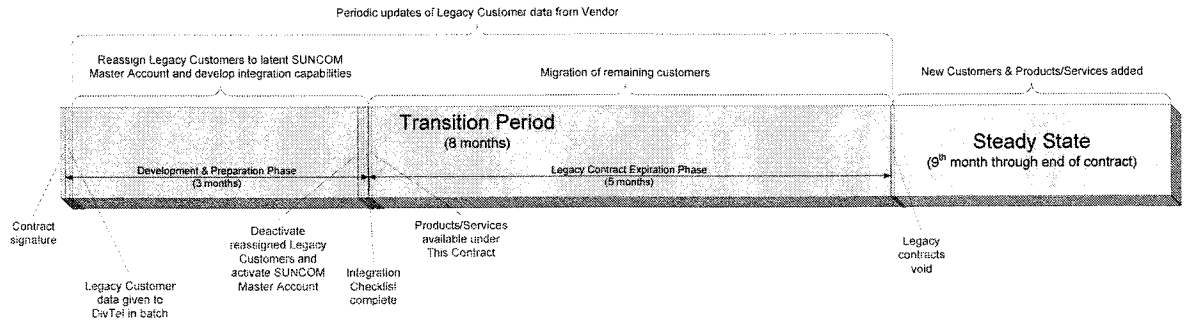

Figure 2:1

DMS and the Service Provider agree to make available the required test sites to implement the applicable Service Provider APIs. The Service Provider will work with DMS to mutually agree upon a timeframe for testing the DMS use of the Service Provider's APIs. These Service Provider APIs include the following functionality: Activation (including Port-In); Price Plan Change; Device Serial Number Change (ESN/MEID Change); Feature Only Change; Mobile Number Suspend/Resume; Disconnect; Check Status; Customer Look-Up and Reference Data Look-Up (NPA-NXX, Price Plan, Feature, Device, Accessory).

2.03 SUNCOM Client Experience

SUNCOM Endusers shall obtain and manage their wireless telecommunications Products, Services and costs using OaSIS. SUNCOM Endusers shall have the ability to login and navigate OaSIS to review their inventory, orders, accounts and charges. SUNCOM Endusers seeking to purchase, change or learn details about the Products/Services provided shall do so through OaSIS from information supplied by the Service

Provider using VIP API the lookup process and approved by DMS. The VIP API lookup process shall be pulled at a frequency determined by DMS.

Any resulting order will then be transmitted by the OaSIS back-end systems to the Service Provider using the applicable VIP API to submit the request for processing.

OaSIS integration with the Service Provider shall not preclude branding and marketing. OaSIS shall display Service Provider logos in association with the Products/Services offered by the Service Provider through SUNCOM, subject to the applicable approvals required by the Service Provider for use of its logo and name. DMS shall have the ability to customize its user experience and all other front-end/user facing web pages, including use of SUNCOM logos and presentment of DMS approved information.

2.03.1 OaSIS Website

OaSIS shall be the exclusive SUNCOM Enduser portal to all systems. Orders shall be configured and distributed from OaSIS. The Service Provider shall produce an electronic message containing all Products/Services, including relationships, for OaSIS to identify the necessary business rules for ordering Service Provider Products/Services.

The Service Provider shall include valid specifications, pictures, and details on all devices.

The Service Provider shall provide coverage maps that are accessible to the SUNCOM Enduser from OaSIS.

The Service Provider shall impose no terms, conditions or requirements that are not identified herein.

DMS shall establish and maintain SUNCOM Enduser Billing Accounts. Account management functions shall be performed entirely by OaSIS.

DMS shall transmit work orders to the Service Provider using APIs when SUNCOM Endusers seek to add, modify, or discontinue a Product/Service offered by the Service Provider. Product/Service maintenance shall leverage the APIs to electronically transmit work orders to the Service Provider.

The API connection between DMS and the Service Provider will be in compliance with Service Provider security standards which include, but are not limited to, using mutual authentication (also known as Two (2) Way SSL) and https.

Service Provider shall accept supplied order data from OaSIS and provide back to OaSIS all data field requirements established by DMS through APIs for work order fulfillment.

Service Provider shall manually complete work orders in OaSIS if automated routines are not available from the Service Provider based on the type of work order generated by the SUNCOM Enduser.

Service Provider shall provide access to DMS to the VEC application for other reporting needs. To access VEC, a DMS user will be required to go to a separate URL and enter an individual User ID and password.

An authorized VEC application user may pull a Suspend or Deactivation report, which lists all Disconnected or Suspended MDNs for the specified Company Profile ID as well as billing account information. This information is within the VEC invoice function which is not supported via the VIP API solution.

2.04 Business Process Technology and Core Data

2.04.1 OaSIS Managed Sessions

OaSIS shall be the only state system granted access to the Service Provider's systems. Additional systems requiring access to the Service Provider system may be mutually agreed upon by both parties.

Managing SUNCOM Endusers' ordering permissions in OaSIS is solely the responsibility of DMS. OaSIS will manage access control to its system, including assignment and termination of its user IDs, access control, management of and association with the applicable Service Provider account, allowed actions and information visibility. Service Provider shall assign DMS with a Service Provider ID/password for use by DMS' systems when they submit VIP API transaction requests to the Service Provider.

The Service Provider API XML solution shall allow OaSIS users to: (a) learn about Service Provider products/services (as displayed by DMS on OaSIS via the information retrieved by DMS using the applicable VIP APIs, (b) activate a new line (including port-ins) within an authorized DMS Billing Account, (c) add products and or services (e.g. adding a feature) to an active line within an authorized DMS Billing Account, (d) deactivate services of a line associated with an authorized DMS Billing Account and (e) change the features or rate plans associated with an active line of an authorized DMS Billing Account, as well as suspend/resume services of a line within such account.

The VIP APIs shall be constructed to fit the workflow of different transactions and can be utilized on a single-line as well as batch request basis.

2.04.2 Data and Relationships

OaSIS shall contain a comprehensive set of all ordering and inventory data elements as respectively assigned by the Service Provider and DMS. SUNCOM Endusers shall view their comprehensive order information as well as inventory information from OaSIS.

The conceptual data diagram in **Error! Reference source not found.** below, combined with the data dictionary (Attachment 15: Data Dictionary), comprises a proposed conceptual data schema developed to illustrate the minimal business requirements of this Contract and the technical mechanisms necessary to achieve them. The schema includes the minimum data tables, elements and relationships that are necessary to the business process. DMS will retain a comprehensive set of all of the data in OaSIS.

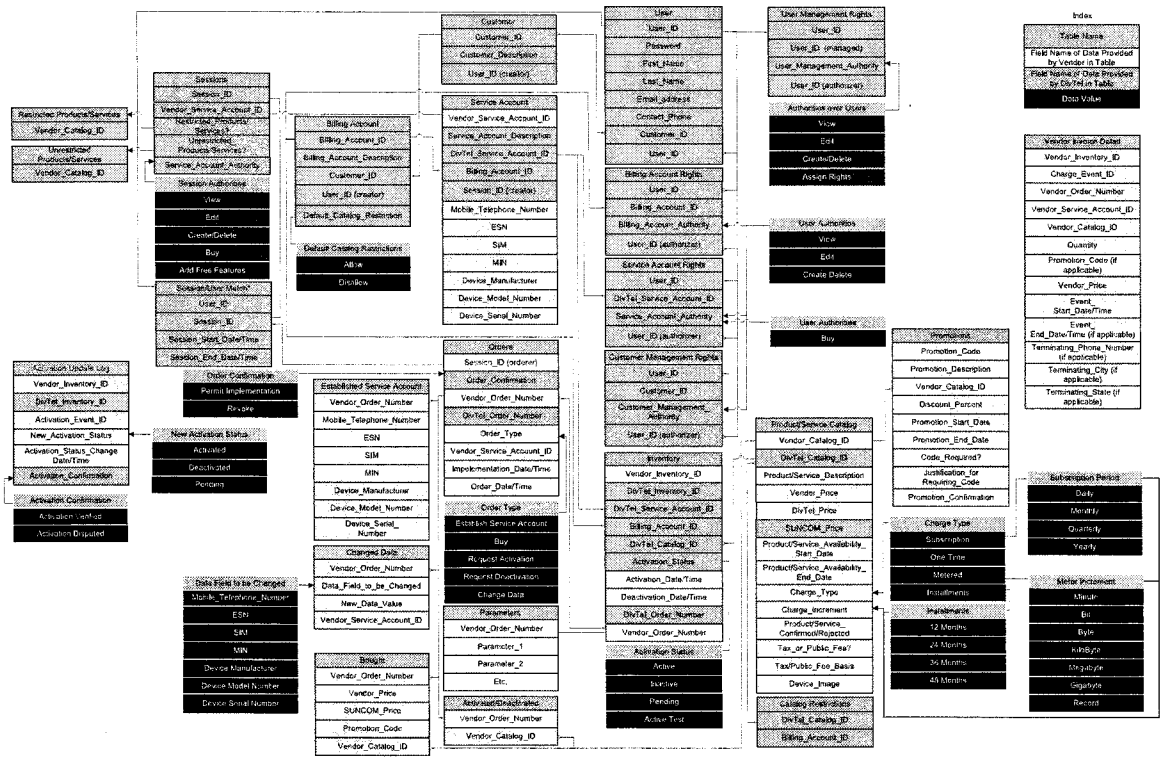

Figure 2:2

The proposed conceptual data schema is not comprehensive of the entire schemas expected to be used by both Parties. Nor is this schema a literal depiction of the table and field names DMS or the Service Provider expects to use. These terms were chosen to best illustrate the concepts necessary to illustrate the business process. Every data element, table and relationship depicted here has an analogy within DMS's OaSIS and some are expected to be matched with analogous data in the Service Provider's systems.

2.05 Business Process Flow and Service Provider Duties

The following diagram outlines both parties' respective duties during the Transition and Steady State Periods for the life of the Contract.

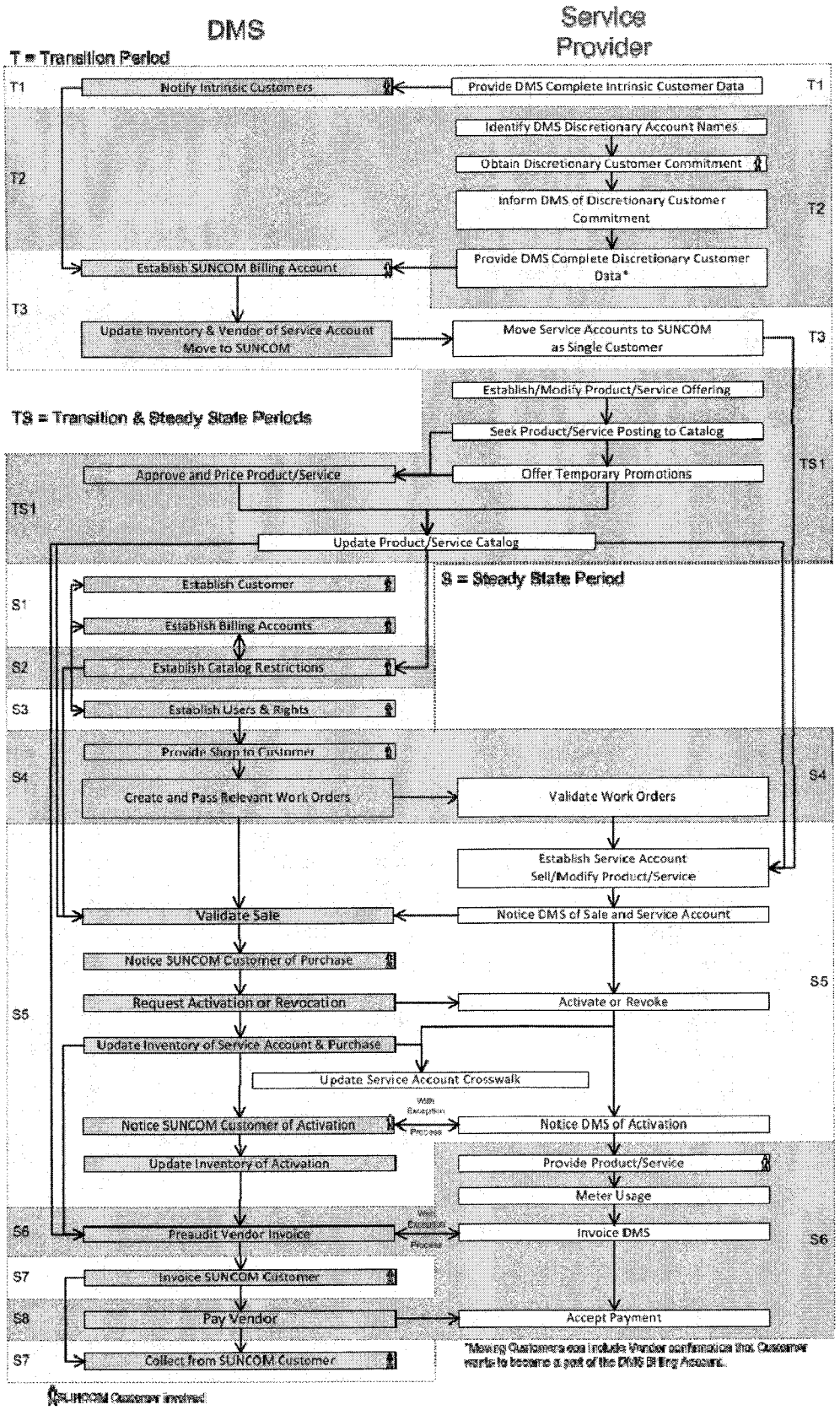
DMS
Service Provider
T = Transition Period
T1
Notify Intrinsic Customers
Provide DMS Complete Intrinsic Customer Data
T1
Identify DMS Discretionary Account Names
Obtain Discretionary Customer Commitment
T2
Inform DMS of Discretionary Customer Commitment
T2
Establish SUNCOM Billing Account
Provide DMS Complete Discretionary Customer Data*
T3
Update Inventory & Vendor of Service Account Move to SUNCOM
Move Service Accounts to SUNCOM as Single Customer
T3
Establish/Modify Product/Service Offering
TS = Transition & Steady State Periods
Seek Product/Service Posting to Catalog
Approve and Price Product/Service
Offer Temporary Promotions
TS1
TS1
Update Product/Service Catalog
S = Steady State Period
S1
Establish Customer
Establish Billing Accounts
S2
Establish Catalog Restrictions
S3
Establish Users & Rights
Provide Shop to Customer
S4
Create and Pass Relevant Work Orders
Validate Work Orders
S4
Establish Service Account Sell/Modify Product/Service
Validate Sale
Notice DMS of Sale and Service Account
Notice SUNCOM Customer of Purchase
S5
Request Activation or Revocation
Activate or Revoke
S5
Update Inventory of Service Account & Purchase
Update Service Account Crosswalk
With Exception Process
Notice SUNCOM Customer of Activation
Notice DMS of Activation
Update Inventory of Activation
Provide Product/Service
Meter Usage
S6
Preaudit Vendor Invoice
With Exception Process
Invoice DMS
S6
S7
Invoice SUNCOM Customer
S8
Pay Vendor
Accept Payment
S7
Collect from SUNCOM Customer
*Moving Customers can include Vendor confirmation that Customer wants to become a part of the DMS Billing Account.
SUNCOM Customer involved

Figure 2:3

2.05.1 Transition Period

Both parties shall use the Transition Period to prepare the services and business process outlined herein. The Service Provider shall work with DMS to establish a mutually agreed upon timeline deployment of the VIP API integration within DMS' applicable systems.

The Transition Period shall consist of two phases; 1) Development and Preparation lasting approximately three months, and 2) Legacy Contract Expiration lasting approximately five months.

During the Transition Period, the Service Provider shall continue to serve all SUNCOM Eligible Endusers it currently serves under pre-existing State of Florida contract terms between the Service Provider and the customer, unless DMS requests the Service Provider to transition specific Endusers to the new terms associated with this Contract. The Service Provider may also activate new service under the pre-existing contract terms during this Period only. Terms of preexisting State of Florida contracts will become addendums to this Contract and active until affected Endusers are transitioned to the new terms and will be terminated at the end of the Transition Period.

During the Transition Period, there shall be no breaks in service for Enduser accounts in good standing (except during an IP address change to the state network), unless the Enduser requests termination. The Service Provider shall not adjust prices and require no obligation to make changes to services provided during Transition.

During the Transition Period, there may be downtime of up to 24 hours for a computer with static IPs if the PC card is requested to be moved from one billing account to another. There will be no downtime for the PC card if the account number does not change. The account must be current, no past due accounts can be transferred until the balance is current. Past due accounts are any accounts unpaid for 30 days or more.

Transitioning of all existing subscribers will require a standard Letter of Authorization / Assumption of Liability for payment of all accounts transferred, which can be processed in bulk.

Collections for any payment obligations incurred by any SUNCOM Enduser prior to the affected Endusers being transitioned to the new Contract terms shall continue to be the Service Provider's responsibility. Debt incurred for any Product/Service usage or purchase prior to one full billing cycle after the transition of a SUNCOM Enduser to this Contract shall not become the responsibility of DMS or its obligation to pay.

2.05.1.1 Development and Preparation Phase

2.05.1.1.1 Establishing Prerequisite Automation Capabilities

During the Development and Preparation phase, both parties shall modify their respective automation systems to meet the requirements of the Contract. No SUNCOM Enduser shall be served under the new terms of this Contract until the Development and Preparation phase is completed. Completion of this phase is defined in the attached Implementation Checklist of tasks (Attachment 10). This list is comprised of all the automation capabilities and exchanges of preliminary data necessary to accommodate the business process described in Legacy Contract Expiration Phase and Steady State Business Process. Execution of the Implementation Check List by both parties shall affirm the listed automation functions can be performed.

2.05.1.1.2 Legacy Eligible SUNCOM Enduser Lists to be provided to DMS

At the beginning of the Development and Preparation phase, the Service Provider shall provide DMS with the data necessary to contact Eligible SUNCOM Endusers currently being served by the Service Provider. The Service Provider shall provide the electronic data pertaining to Eligible SUNCOM Endusers based on the enduser definition provided in Section 2.06 Enduser Identification.

The Service Provider shall deliver Eligible SUNCOM Enduser data in American Standard Code for Information Interchange (ASCII) delimited batch files for Eligible SUNCOM Endusers after Contract execution. The Service Provider shall make periodic updates for any SUNCOM Endusers established during the Development and Preparation phase and as Products/Services are modified.

DMS Billing Accounts shall be activated at the beginning of the Legacy Contract Expiration Phase. The approach to transferring Eligible SUNCOM Endusers to a DMS Billing Account shall be different depending upon the SUNCOM Enduser being an Intrinsic Enduser or Discretionary Enduser.

DMS and the Service Provider shall attempt to contact every Eligible SUNCOM Enduser identified by the Service Provider announcing this Contract and providing prices and instructions on how to establish an account with DMS. Contact shall be made based on Eligible SUNCOM Enduser status in Section 2.06 Enduser Identification.

A SUNCOM Enduser self-service page in OaSIS will be made available allowing the enduser to either; 1) designate current DMS Billing Accounts to become the accounts for wireless service, or 2) establish new DMS Billing Accounts for wireless service. DMS will also use this page in conjunction with SUNCOM Endusers to establish/designate accounts.

DMS shall attempt to directly contact Eligible SUNCOM Endusers for whom there was an email notification problem and those who have not used OaSIS to establish/designate an account within 60 days after the notice was sent.

2.05.1.1.2.1 Intrinsic Endusers: T1

Detailed account data shall be provided by the Service Provider to DMS regarding the Intrinsic SUNCOM Endusers identified in Section 2.06 Enduser Identification.

The Service Provider shall provide DMS detailed account data related to the SUNCOM Enduser Billing Account, Service Accounts, Users, Orders, Inventory and Products/Services (as depicted in the conceptual data diagram in Figure 2:2 above). The Service Provider shall also provide the supplemental data for the SUNCOM Enduser shown in Figure 2:4 below.

Intrinsic Customer Supplemental Data

Customer Supplemental
Vendor_Customer_ID
Customer_Description
Contract_ID
Contract_Description
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Billing Account Supplemental
Billing_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code
Unpaid_Invoices
Unpaid_Amount

Service Account Supplemental
Vendor_Service_Account_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

User Supplemental
User_ID
Street_Address_1
Street_Address_2
PO_Box
City_Address
State_Address
Zip_Code

Note that the relationships between Customers, Billing Accounts, Service Accounts, Users and other key fields should be supplied through the Vendor's delivery of its version of the core data depicted in the schema diagram. Also note that the request for and inclusion of data on pending payments does not imply DivTel's assumption of those obligations. Rather, it is contextual information.

Figure 2:4

As DMS informs and facilitates transfer of Intrinsic Endusers during the Development and Preparation Phase, DMS shall periodically inform the Service Provider via electronic file of the Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.2 Discretionary Endusers: T2

The Service Provider shall provide Account Name information for discretionary SUNCOM Eligible Endusers as defined in Section 2.06: Enduser Identification.

The Service Provider shall contact these SUNCOM Eligible Endusers to notify them of the Contract and Products/Services available therein. Upon confirmation to the Service Provider from the SUNCOM Eligible Enduser to move their service to SUNCOM, the Service Provider shall send the detail account information and supplemental data equivalent to the Intrinsic Enduser process referenced above. The SUNCOM Enduser will then have the ability through OaSIS to associate their service to a SUNCOM account.

The Service Provider shall update DMS on its status to notify these SUNCOM Eligible Endusers.

DMS shall notify the Service Provider via electronic file of Endusers ready for transition. The Service Provider shall then identify the Enduser Service Accounts to become part of the DMS Billing Account in the Service Provider's system upon completion of the Development and Preparation Phase.

2.05.1.1.2.3 Initiating Service for Legacy SUNCOM Endusers: T3

Unless DMS names exceptions, during the Transition Period, the Service Provider shall move all Service Accounts held by all Intrinsic Endusers and all consenting Discretionary Endusers to a latent DMS Billing

Account (i.e. mark them for later consolidation under the DMS Billing Account). The Service Provider shall provide a list of all Service Accounts to be added to the DMS Billing Account.

On the last day of the Development and Preparation Phase, the Service Provider shall activate the DMS Billing Account with all applicable Service Accounts moved to it, at the request of DMS. All Intrinsic Endusers (unless named by DMS as exceptions) and many consenting Discretionary Endusers will be included in this transition. At this time there shall no longer be an association in the Service Provider's system between these Legacy SUNCOM Endusers and these Service Accounts for billing purposes. Rather, these Service Accounts shall then be included in the DMS Billing Account and DMS shall be the Service Provider's single customer holding all of these Service Accounts.

The transitioning of more Eligible Endusers who consent after the end of the Development and Preparation Phase, and any previously named exceptions among Intrinsic Endusers, will continue through the end of the Transition Period (see 2.05.1.2 "Legacy Contract Expiration Phase").

Once transferred and the end of the current billing cycle transpired, Legacy SUNCOM Endusers shall no longer receive an invoice directly from the Service Provider. New prices, terms and conditions shall now apply to the Service Accounts. DMS and the Service Provider will attempt this transition to correspond to the Service Provider's billing cycle. If the timing of the transition does not coincide with the Service Provider's billing cycle, all charges, to DMS and the Legacy SUNCOM Enduser, shall be prorated to account for partial billing periods of service. All payment obligations that were incurred by the SUNCOM Enduser prior to the first full billing cycle under the DMS Billing Account will continue to be the obligation of the SUNCOM Enduser to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt.

DMS and the Service Provider shall exchange and audit the lists to verify and reconcile which Service Accounts will become active under the DMS Billing Account.

2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1

The Service Provider shall first obtain approval from DMS to make any Product/Service available to any SUNCOM Enduser. The Service Provider shall be the source of Product/Service information. DMS shall not alter Product/Service information submitted by the Service Provider (DMS will append to the Product/Service information, such as SUNCOM price, SUNCOM ID, etc.). The Service Provider shall provide this data to DMS via VIP APIs, so that the relationships between Products, Services and features can be extrapolated through automated routines.

"Update Product/Service Catalog" shall be performed by DMS based on the information retrieved by DMS using the VIP APIs. The frequency Product/Service information is pulled shall be determined by DMS.

DMS shall advise the Service Provider that the Product/Service has been approved or disapproved to be a part of the Catalog. Product/Service shall not be available to SUNCOM Endusers through OaSIS, or any other manner, until approved. If approved, DMS shall provide a SUNCOM price for the Service Provider to market to SUNCOM Endusers. No other prices shall be displayed or represented to the SUNCOM Enduser by the Service Provider.

The approved Product/Service data provided by the Service Provider, along with the SUNCOM prices, shall be included in the SUNCOM Catalog as a basis for ordering, inventory, auditing, and billing.

No Product/Service elements from the Service Provider shall be made available under this Contract without prior DMS approval, as set forth above. Products (devices) no longer sold by the Service

Provider shall be archived due to inclusion in inventory. Products (devices) currently not available due to a lack of available inventory shall remain in the Product Catalog with an inventory level of zero.

2.05.1.1.2.4 Product/Service Temporary Promotions: TS1

With approval from DMS, the Service Provider may offer temporary price reductions for those specific Products/Services contained in the Products/Services Catalog. To obtain Promotion approval and establish the appropriate SUNCOM pricing, the Service Provider shall exchange the Product/Service data necessary to identify the promotion and the basis for calculating any savings from the promotion prior to the availability of the Promotion. Only the resulting SUNCOM established price for the Product/Service Promotion shall be displayed to the SUNCOM Enduser by the Service Provider. DMS shall not increase its existing cost recovery percentage for the purpose of offsetting any SUNCOM Enduser savings from the Promotions.

The following conditions shall apply to Promotions:

1. All Promotions follow the same Product/Service approval process as set forth above.

2. All Promotions related to a particular Product/Service must be available to all SUNCOM Endusers. There shall be no restrictions or conditions other than the requirement that it applies to a specific Product/Service and that it is offered to a SUNCOM Enduser.

3. Promotion Codes (if required by the Service Provider) requested at order placement as a prerequisite to obtaining the benefits of a Promotion shall include written justification in the electronic file submitted.

4. At the sole discretion of DMS, Promotions may be publicized in any way it chooses.

5. Promotions shall never have the effect of increasing a Product/Service price.

The Service Provider and DMS shall mutually agree on a business process to support promotional offerings. Currently the VIP API solution does not support promotional pricing.

2.05.1.1.2.5 Taxes and Fees Classified as Services

Taxes (defined here to include fees that the Service Provider collects on behalf of public entities) shall be established as Services in the Product/Service Catalog prior to charging DMS. A mutually agreed upon business process whereby the Product/Service Catalog shall contain a description field and clearly identify the tax or public fee will be implemented. The Catalog item shall be tagged as a tax/fee and the Service Provider shall provide a complete explanation describing the basis for the tax/fee.

The Service Provider shall recognize and honor all validly and properly issued and executed tax exemption certificates delivered by DMS and statutory exemptions and shall not bill DMS for any such exempted taxes. The Service Provider's rates and charges for Products and Services shall not include taxes. DMS shall pay any and all taxes for which it does not have an exemption.

If DMS provides Product/Service access to an entity that is not entitled the same exemptions as DMS is entitled to receive, DMS shall be responsible for that entity's taxes.

Taxes and fees identified in Exhibit 3 may appear on bills to DMS. No other FCC or PUC fee, cost recovery fee, surcharge or assessment applicable to wireline and/or wireless voice and/or data telecommunications services shall be imposed during the term of this Contract, without inclusion in the Contract, unless mandated by the FCC or PUC. The Service Provider will only bill for discretionary fees

that are sanctioned by the Federal or State governments if they are included in Exhibit 3 or subsequently agreed upon between both Parties.

2.05.1.2 Legacy Contract Expiration Phase

Immediately following the conclusion of the Development and Preparation Phase, a five month Legacy Contract Expiration Phase shall begin during which the remaining Eligible SUNCOM Endusers currently served with wireless communications service by the Service Provider, shall be transferred to DMS. This shall require reassignment of respective Service Accounts from existing Eligible SUNCOM Endusers to DMS as the single Customer, with a single Master Billing Account.

During the Legacy Contract Expiration Phase, the Service Provider shall not establish any new billing accounts for any Eligible SUNCOM Enduser pursuant to the State Term Contract for wireless services. Additionally, during the Legacy Contract Expiration Phase, the Service Provider shall not establish any billing accounts for any state agency under any terms or contract other than this Contract.

1. Ongoing Transfers During the Phase

    a. During the Legacy Contract Expiration Phase, DMS and the Service Provider shall continue to contact Eligible SUNCOM Endusers served by the Service Provider. As each additional SUNCOM Enduser billing account is designated/established in OaSIS, the Service Provider shall include the SUNCOM Enduser in the DMS Billing Account. The Service Provider shall implement the change as soon as commercially practical upon notification from the SUNCOM Enduser or DMS, per statutorily required SUNCOM Endusers per Section 2.06 Enduser Identification.

    b. Within 48 hours of notice from the Discretionary SUNCOM Endusers agreeing to include its Service Account(s) under SUNCOM, or DMS notification that a state agency will become a part of the SUNCOM billing account, the Service Provider shall provide the associated detailed account data to DMS and move the Enduser Service Accounts to the DMS Billing Account for inclusion in the next complete billing cycle.

    c. After the SUNCOM Enduser Service Accounts have been transferred to DMS and the end of the current billing cycle has transpired, the SUNCOM Enduser shall no longer receive an invoice directly from the Service Provider. Any payment obligations that were incurred by the SUNCOM Enduser prior to one full billing cycle under the DMS Billing Account shall continue to be the SUNCOM Enduser's obligation to pay directly to the Service Provider. DMS shall not assume any obligation or responsibility for the debt owed by the SUNCOM Enduser to the Service Provider.

2. Terminating Services at the Conclusion of Transition

    a. At the end of the Legacy Contract Expiration Phase, the Service Provider shall discontinue providing wireless telecommunications services to all state agencies that are not a part of the DMS Billing Account, regardless of the contract used to purchase the services, unless DMS has requested an extension on behalf of the specific SUNCOM Enduser in accordance with Section 282.703(5)(a), F.S. If DMS grants any such extension, it shall provide a list of affected SUNCOM Endusers to the Service Provider. The Service Provider shall comply with any time limits imposed by DMS on the extension by terminating services to the state agency at the end of the extension period unless another extension is granted or the SUNCOM Enduser's account is transferred to the DMS Billing Account.

b. One month prior to the end of the Transition Period, the Service Provider shall provide daily lists of all state agencies that have not been transferred to the DMS Billing Account and identify all of the active Service Accounts that are in jeopardy of termination without transfer to DMS.

c. At the Service Provider's discretion, it may continue to serve all non-state agency SUNCOM Endusers after the Legacy Contract Expiration Phase under terms established with the Enduser.

d. The terms of the existing State Term Contract for Wireless Voice Services, the Participating Addendum and all other SUNCOM wireless services contracts that have effectively been extended through amendments to this contract shall be void at the end of the Legacy Contract Expiration Phase and shall no longer be available for use by any entity. DMS reserves the right to establish separate extensions on individual contracts during the Transition Period.

2.05.2 Steady State Business Process

With the transition of existing SUNCOM Endusers and services to the Contract, and completion of systems modifications to accommodate the shared business processes (as verified in Attachment 10: Implementation Checklist), the Transition Period shall end and standard business processes shall be implemented. While both Parties have responsibilities related to the process, either the Service Provider or DMS shall be primarily responsible for specific steps. Figure 2:3 categorizes these steps and assigns responsibility for them.

2.05.2.1 Updating the Products/Services Catalog: TS1

The process for establishing new Products/Services shall be the same during the Steady State Period as it is during the Transition Period. Refer to Section 2.05.1.1.2.4 Establishing the Matching Product/Service Catalog: TS1" for an explanation of the process.

2.05.2.2 Establishing SUNCOM Endusers and Billing Accounts: S1

DMS shall be responsible for invoicing SUNCOM Endusers and must verify SUNCOM eligibility.

DMS is solely responsible for establishing SUNCOM Endusers and the Billing Accounts under which they will be invoiced and managed. The business processes for establishing SUNCOM Endusers and Billing Accounts will occur within OaSIS and this data shall not be synchronized between the Parties. However, DMS will share enduser information related to each Service Account that is necessary to the Service Provider for delivering product support.

1. Transferring Existing SUNCOM Eligible Endusers During Steady State Period

    a. Existing SUNCOM Eligible Endusers being served by the Service Provider may decide to become SUNCOM Endusers after the Transition Period. As DMS or the Service Provider identify such SUNCOM Eligible Endusers, DMS and the Service Provider shall implement the business process as described in Section 2.05.1.1.2.2 Discretionary Endusers: T2.

2. SUNCOM Enduser Implemented Catalog Restrictions: S2

a. All SUNCOM Endusers shall have the option of restricting the availability of certain Products/Services from their staff. DMS shall facilitate this by providing SUNCOM Endusers an OaSIS interface for the restriction at the account level.

b. The system default restriction option shall be set to "Allow".

2.05.2.3 SUNCOM Client Management: S3

1. Establishing SUNCOM Enduser Permissions: S3

   a. OaSIS shall be the portal for access to all services and functions under the Contract. OaSIS shall manage all SUNCOM Enduser permissions. DMS shall be solely responsible for establishing SUNCOM Endusers, maintaining their information and passwords and assigning their permissions. DMS shall not be required to provide any of the information related to specific SUNCOM Endusers to the Service Provider, unless the information is necessary for E-Rate eligibility and compensation, and necessary to the Provider for product support.

2. Service Provider Staff Authorities in OaSIS

   a. Service Provider staff shall be given broad permissions within OaSIS to assist SUNCOM Endusers in selecting the Service Provider's products and drafting orders to the Service Provider.

2.05.2.4 Enduser Shopping and Work Order Creation: S4

SUNCOM Endusers will use OaSIS to shop for wireless services. The basis of the OaSIS Shop shall be the Products/Services Catalog data submitted from the Service Provider. The OaSIS Shop will be populated with this Catalog data, upon DMS approval. OaSIS shall create an individual work order per Service Account requested by the SUNCOM Enduser and electronically submitted to the Service Provider to complete. OaSIS shall perform validation on the work orders before submission to the Service Provider. OaSIS shall extract the validation rules from the electronic Products/Services Catalog submitted by the Service Provider. The Service Provider upon receipt of work orders shall validate their accuracy and update OaSIS with their respective status.

The Service Provider shall be responsible for all Product/Service information presented in the OaSIS Shop.

2.05.2.5 Enduser Orders

1. Establishing Service Accounts: S5

   a. Service Accounts shall be associated with at least one work order identifying a Product/Service from the Catalog submitted by the SUNCOM Enduser. The Service Account may carry several unique identifiers such as phone number, electronic serial number, and device serial number.

   b. DMS shall transmit along with the Enduser order the appropriate Service Provider Billing Account number using the VIP API for activation of a new line.

   c. Service Provider Billing Accounts are only created with a purchase. Service Provider shall work with DMS to establish a process to create "shell" service accounts. Service Provider shall work with DMS to establish a DMS Master Billing Account.

2. Validate Sale: S5

    a. The Service Provider shall submit status updates and completion information per order for DMS to validate the status and completion of the order.

    b. If the order is declined, the Service Provider shall terminate the order and archive the order request for review.

    c. DMS shall notify the SUNCOM Enduser via email based on the Service Provider update.

    d. The Service Provider and DMS shall work together to resolve any confusion about a order and document the result.

        i. The Service Provider shall have a dedicated account representative to manage and monitor pricing, order quality, approved/declined orders, and resolve issues or discrepancies.

3. Activation Changes: S5

    a. SUNCOM Endusers may seek to make changes to a Service Account. These changes shall generate orders from OaSIS that invoke the applicable VIP API to the Service Provider for completion. These changes may impact billable options on the Service Account. A deactivation shall terminate the Product/Service by SUNCOM Enduser choice.

    b. Future dated orders shall be held until that date by OaSIS before being sent using the VIP APIs to facilitate the possible cancellation of the order. Service Provider VIP APIs cannot cancel future dated orders.

4. Changing Data: S5

    a. At any time, data associated with a Service Account may warrant modification which may have no charge ramifications. All modifications shall be sent to the Service Provider as an order using OaSIS.

    b. Service Provider VIP APIs support price plan only change, ESN only change and feature only change requests.

    c. If Service Provider VIP APIs are not capable of handling certain changes necessary to support the business process, then the Service Provider shall login to OaSIS and manually complete orders to fill any gaps in the automated process.

5. Retail Store Device Replacements

    a. SUNCOM Endusers will enter orders for replacements using OaSIS. The Service Provider shall receive the order from OaSIS and coordinate with the SUNCOM Enduser where to pick up replacement devices. The Service Provider retail store shall provide the ESN and other necessary information to the appropriate Service Provider contact that will then update OaSIS with the completion information.

    b. If the Service Provider is unable to facilitate this process, then no actions pertaining to the DMS Billing Account shall be implemented in retail store locations.

6. Activation Status: S5

    a. Order and activation may happen independently. The Service Provider shall provide activation status updates separately and subsequent to order placement and completion.

    b. The Service Provider shall facilitate order creation and subsequent line activation through the VIP API solution.

2.05.2.6 Inventory: S5

OaSIS Inventory shall reflect modifications made to SUNCOM Enduser Service Accounts. Service Accounts in Inventory shall be kept current using updates provided by the Service Provider's electronic order processing VIP API solution.

The Service Provider shall perform inventory updates and electronically transmit all changes to DMS. Verification of inventory data shall be handled weekly at a minimum and be the responsibility of both Parties.

The Service Provider and DMS shall work to define a reconciliation process to identify inventory discrepancies. The Service Provider shall make available a report containing detail account data (as identified in Section 2.04.2 "Data and Relationships".

For any discrepancies identified by DMS, the Service Provider Account Manager shall address such discrepancies.

2.05.2.7 Invoicing

1. Service Provider Invoicing: S6

    a. The Service Provider shall submit monthly invoices to DMS for all wireless services. This invoice shall consist of 1) a single request for payment on unchangeable format known as a "hand bill" that reflects the total charges for the month, and 2) an electronic detail file which substantiates all billable services and activities by Product/Service Catalog ID at the Service Account level that is the auditable basis for all charges. The total of substantiated detail charges shall match the single payment request on the "hand bill".

    b. Monthly invoice data shall be delivered to DMS at no additional cost.

    c. The Service Provider shall identify credits at the Service Account level on the monthly invoice.

    d. The Service Provider shall provide FRN and description on E-Rate credits in the monthly invoice.

        i. E-Rate Invoicing

            1. Service Provider shall generate billing to DMS that contains sufficient specificity to allow DMS to accurately bill each of its SUNCOM Endusers and audit each FRN for reimbursement credits through the OASIS system and will work with DMS to establish appropriate system interfaces to allow OASIS to process information as submitted by the Service Provider.

2. Credits issued shall be detailed in the electronic bill data and identify the following:

    a. The item for which the credit is being applied;

    b. The type of credit being issued (SLA, adjustment, E-Rate, etc.); and,

    c. A description related to the credit type identified (such as which SLA, why an adjustment is given, FRN, etc.)

3. For SUNCOM Endusers who apply for, or intend to apply for E-Rate discounts ("SUNCOM E-Rate Endusers"), the Parties agree as follows:

    a. DMS will notify all SUNCOM E-Rate Endusers of their obligation to submit the proper forms, consistent with the Funding Request Numbers (FRN) utilized by the E-Rate program.

    b. DMS will inform all SUNCOM E-Rate Endusers of their obligation to complete all documentation required by the Service Provider which is necessary for the Service Provider to accurately bill E-Rate eligible services under the Service Provider Invoicing (SPI) method of E-Rate discounting and/or process SUNCOM E-Rate Enduser's Billed Entity Account Reimbursement (BEAR) payments.

    c. The Service Provider, upon receipt of the necessary documentation from the SUNCOM E-Rate Enduser, will, for those accounts for which SPI billing has been requested by the SUNCOM E-Rate Enduser, apply discounts to the invoicing submitted to DMS, in accordance with E-Rate rules and the SUNCOM E-Rate Enduser's Funding Commitment Decision Letter (FCDL), issued by USAC. For those SUNCOM E-Rate Endusers who choose BEAR billing, the Respondent will bill the full amount for the services, in accordance with E-Rate rules.

    d. For SPI billing, the Service Provider will bill USAC for the discounted portion, in accordance with E-Rate rules.

2.05.2.8 Disputed Charges

In the event of disputed charges, DMS shall provide the Service Provider with written notice within one hundred eighty (180) days of the date of the invoice of the disputed amounts. The written notice must also include why the charges are being disputed. DMS may withhold payment of a disputed charge, up to the amount of the dispute, only if DMS disputes such charge(s) within forty (40) days from the receipt of the bill. The Service Provider will use good faith efforts to resolve billing issues within sixty (60) days after the Service Provider receives the notification of the dispute with the supporting documentation. Particularly complex issues may take longer to resolve. When a billing issue is resolved in favor of DMS, the Service Provider shall credit DMS within a commercially reasonable timeframe.

2. Electronic Substantiating Detail

a. The monthly EDI detail file shall include one-time subscription periods, metered increments and installments for all charges attributable to a Service Account and Product/Service. Every discrete charge shall have a Charge Event.

   i. Subscription charges for periods when a Product/Service is available are derived from activation/deactivation dates defining the period when the subscription was active. The unique Charge Event identifier shall correspond to the active subscription period.

   ii. Services with incremental metered charges shall be directly metered from counted units. Each Charge Event shall correspond to a discrete activity such as phone call, single text sent, etc.

   iii. One-time purchase Charge Events shall occur when the purchase is satisfied with delivery.

   iv. Installment Charge Events shall cover the period associated with the particular periodic payment.

3. OaSIS Pre-Audit

   a. OaSIS shall pre-audit the Service Provider invoice monthly to match all charges against the current inventory of services and configurations being provided and to the prices associated with the Product/Service approved in the Catalog.

   b. An exception report shall be sent to the Service Provider detailing any charges inconsistent with the prices and inventory in OaSIS. DMS shall request credits for any exceptions on the current invoice.

   c. The Service Provider and DMS will reconcile OaSIS data with the Service Provider's data if they do not substantially affect the integrity of the invoicing process, as solely defined by DMS. If reconciliation cannot be attained, DMS shall reject the invoice and request the Service Provider rescind the charges and submit a new invoice.

   d. Barring audit exceptions, DMS shall pay the Service Provider the total charges on behalf of all SUNCOM Endusers for services rendered.

4. Monthly Invoicing Detail Exception for Geotracking

   Geotracking data (interval location information) is reported separately from the monthly invoice via the web site portal for Field Force Manager.

   Billing for Field Force Manager is a line item charge which appears on the monthly invoice for that line of service, which includes other service associated with that line of service.

5. SUNCOM Invoicing: S7

   a. Barring audit exceptions, DMS shall use the Service Provider's electronic billing substantiating detail to invoice SUNCOM Endusers at SUNCOM prices, for services rendered. DMS shall notify SUNCOM Endusers via email when their invoice is available.

b. SUNCOM Endusers will use OaSIS to view their detailed invoices and pay their invoice.

2.06 Enduser Identification

As result of negotiations with bidders for the State of Florida's new Mobile Communications Services Invitation to Negotiate (ITN #DMS-10/11-008), and new information provided during those negotiations, the State is issuing this clarification regarding the requirement that the prevailing vendor(s) provide data to the Department of Management Services (DMS) that would otherwise be protected under the provisions of the Federal Communications Commission (FCC) restrictions on Customer Proprietary Network Information (CPNI).

The table below effectively redefines "Intrinsic Customer" (as used in the ITN; those for whom "*detailed account data*" should be provided to DMS without any requirement for extra permission from users) to include all but the seven scenarios for "*Eligible Endusers*".

Eligible Endusers	**Current User of SUNCOM Billed by DivTel**	**Currently Using SUNCOM Contract Billed by Vendor**	**Current User of State Term Contract**	**Current User of Other Contract Under "Participating Addendum" to State Term Contract**	**All Other Contracts or Agreements**
State Agencies	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Detailed account data
Legislative	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Judicial	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
State Universities	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Other Statutorily Established Political Subdivisions	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Cities and Counties	Detailed account data	Detailed account data	Detailed account data	Detailed account data	Contact only data
Private Colleges, Private Libraries & Qualifying Nonprofits	Detailed account data	Detailed account data	Detailed account data	Contact only data	Contact only data

The column of "*Eligible Endusers*" is defined in Part III of Section 282 F.S.

"D*etailed account data*" is defined by section 5.06.1, (2), (a) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is otherwise protected under CPNI restrictions.

"*Contact only data*" is defined in section 5.06.1, (2), (b) of ITN #DMS-10/11-008; "Mobile Communication Services". This is data that is not protected under CPNI restrictions.

State Agencies (Required Endusers)

Providing DMS "*detailed account data*" for the entire row of "S*tate Agencies*" (five scenarios) is warranted because DMS is the aggregate purchaser of telecommunications services for state agencies and state agencies are (and were upon entering prior agreements) compelled to accede to DMS' authority under Sections 282.702 and 282.703 F.S. Through these statutes, the Florida Legislature has effectively declared all its state agencies to be a single customer (to which CPNI restrictions apply), regardless of periodic independent agreements that any of them use to buy services (given that such agreements are superseded by this law that was in place prior to these agreements), and DMS is the administrative arm of that single customer.

Eligible Endusers Relying Upon a State Contract

Providing DMS "*detailed account data*" for another 23 scenarios is warranted for either of two reasons (i.e. each stands alone as a sufficient reason).

These contracts consolidate participants into a single public sector customer.

As with Florida Statutes mandating that DMS represent state agencies as a single customer, the State of Florida (through DMS) has also established consolidated purchasing contracts under Part I of Section 287 F.S., that include voluntarily participating public sector entities beyond state agencies. These agreements leverage Florida's broader public sector as a single customer to achieve volume discounts, quality standards and ease of purchase. Any entity which voluntarily participates in these contracts (i.e. uses them to get these benefits) has effectively declared themselves to be a subsidiary of Florida's public sector single customer (as it relates to the services they buy through the contract) and should have a natural expectation that Florida's state government, as the provider of the contract, has access to relevant detailed information to measure the contract's value and success, assess the vendor's performance, establish expectations for future negotiations and, as is the case here, use the data to help transition users to the State's replacement contracts (with minimal service disruption and administrative costs). This is in fact, consistent with current circumstances where vendors now provide such data that would otherwise be protected under CPNI.

These contracts are being replaced by ITN #DMS-10/11-008 and vendors are permitted to share data for the purpose of (re)provisioning services.

These contracts (or the DMS "*Participating Addendum*") on which these customers now depend are being replaced by this new Florida government contract under negotiation. Affected users must transition to a new public sector contract in order to comply with state and local purchasing laws.

According to paragraph III, A, 6 of the "*Report and Order and Further Notice of Proposed Rulemaking*" from the Federal Communications Commission released April 2, 2007, "*...section 222 (C) (1) provides that a carrier may only use, disclose or permit access to customers' CPNI in limited circumstances*" which includes "*(3) in its provision of the telecommunications service from which such information is derived, or services necessary to or used in the provision of such telecommunications service.*"

The business model described in the ITN, which all bidders have agreed to accommodate, and to which no alternative business process will be implemented by the State of Florida, requires that DMS obtain

"*detailed account data*" to continue enabling service to users under the new state contract. Therefore, providing such data to DMS is a prerequisite to "*provision...telecommunications service*". Given that DMS' statutory charge is to aggregate purchases on behalf of Florida's public sector to attain costs savings and interoperability, and seeks this data for no purpose other than "*provision of telecommunications service*" so that it can achieve this charge, there should be no prohibition on sharing this CPNI data with DMS.

Discretionary Eligible Endusers not Relying Upon a State Contract

The State of Florida concedes that it has no standing to obtain customer data protected by CPNI for public sector entities that are not state agencies if those entities do not now cite a state contract as the basis for purchasing services. However, because it is DMS' mission to maximize the volume of purchases under this new contract to achieve the highest level of discounts for Florida's public sector and to enhance operational economies of scale (to the benefit of the vendor(s), the state and users), DMS intends to contact these customers to encourage their participation, then seek their permission to obtain their "*detailed account data*".

Providing "*contact only data*" merely requires identifying the vendor's current public sector customer entities and providing means to contact them, but excludes quantifying the volume of their purchases, the nature of the services they buy (other than the broad category of mobile telecommunications), usage activity, billing or service account information, or any unique identifiers (like Mobile Telephone Numbers) associated with a specific service.

2.07 Verizon Wireless Equipment

2.07.1 New Equipment

Wireless equipment purchased from the Service Provider may be returned for any reason (whether defective or not) within 30 days of the original date of purchase. A restocking fee may apply for returned equipment. If the Enduser decides to cancel service within 30 days of the original date of purchase, the Enduser shall not incur an Early Termination Fee.

2.07.2 Defective Equipment 1 to 12 months after Purchase

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

2.07.3 Defective Equipment 13 to 24 months after Purchase

If the defective device is beyond the manufacturer's warranty period, the Service Provider will offer a Certified Pre-Owned device for purchase.

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

2.07.4 Defective Equipment more than 24 months after Purchase

If a device is found to be defective more than 24 months after the purchase date and is not covered by an equipment protection program, the Enduser may be eligible to upgrade at the discounted corporate equipment price. [Note: This does not apply to Extended Warranty or Total Equipment Coverage customers.]

2.07.5 Equipment Protection Programs

The Service Provider offers the following programs available for an additional monthly fee:

Total Equipment Coverage - Total Equipment Coverage includes Asurion Wireless Phone Protection and Verizon Wireless' Extended Warranty. Total Equipment Coverage is the best value for our customers, providing complete coverage against loss, theft, accidental damage and defects after the manufacturer's warranty expires. Replacement equipment units will be provided under the applicable program guidelines. Your employees may add Total Equipment Coverage within 30 days after equipment activation or upgrade. There is a per-line monthly fee for this program and each approved insurance claim is subject to a deductible. Mobile Recovery is included with Total Equipment Coverage at no additional cost and provides the following features to aid employees who may have misplaced a device: device location using GPS, sound alarms, remote device lock and remote device wipe. Your employees can visit **www.MyMobileRecovery.com** to download the Mobile Recovery application, or text getmr to 6967 for download instructions; they can visit **www.mymobilerecovery.com/phones_supported** to see a list of available devices.

Asurion Wireless Phone Protection[1] - Within 30 days of activating a new device[2], you may purchase device insurance through Verizon Wireless but provided by Asurion[3]. Verizon Wireless will bill your account, on behalf of Asurion, for each insured device. These insured devices will be covered for loss, theft and accidental damage, subject to certain restrictions and exclusions[4]. For approved claims, Asurion will provide new or refurbished replacement devices upon receipt of a deductible payment[5].

Extended Warranty - Under the Extended Warranty Program, managed by Verizon Wireless, eligible handset equipment will be covered for electrical and mechanical malfunctions and manufacturer defects only after the manufacturer's warranty expires. Verizon Wireless will exchange defective equipment after the 13th month and as long as the customer is paying the Extended Warranty or Total Equipment Coverage monthly fee with a certified like new unit. The Extended Warranty is available for purchase within 30 days of activation or equipment upgrade. Note: Certified Like-New Replacements are available at no charge through the Extended Warranty Program.

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

[2] Netbooks sold through Service Provider are eligible for lost, stolen and accidental damage insurance under the Asurion Wireless Phone Protection (WPP) Program. This includes HP Netbooks as well as future Netbooks launched by Service Provider.

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

[4] Subscribers are limited to two claims within a 12 month period (two claim limit per policy year in New York) with a device maximum of $1500 for advanced devices and $400 for phones.

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

EXHIBIT 1-A
Pricing for Digital Voice Services

Parameters:

Unit : *Minutes*

Min .Vol: *500,000*

Max Req. Vol: *30,164,000*

Req. Plans: *1.1a - 1.44a*

Req. Columns: *either d3 OR d1 and d2*

Optn'l Columns: *d4*

If you intend to submit nationwide rates for Wireless Voice Minutes, please check this box. ☑

If you do not intend to submit pricing for Satellite Minutes, please check this box. ☑

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

a1	b1	c1	d3	e3	f3
			WIRELESS VOICE MINUTES NATIONWIDE		
PLAN #	MONTHLY PLAN QUANTITY (Minutes)	TIER	*Plan Price*	*Straight Rate (col d3 ÷ col b1)*	*Variance from Target*
1.1*a*	500,000	Tier 1	$26,000	0.0520	0.0080
1.2*a*	550,000	Tier 1	$28,600	0.0520	0.0080
1.3*a*	605,000	Tier 1	$31,460	0.0520	0.0080
1.4*a*	666,000	Tier 1	$34,632	0.0520	0.0080
1.5*a*	733,000	Tier 1	$38,116	0.0520	0.0080
1.6*a*	806,000	Tier 1	$41,912	0.0520	0.0080
1.7*a*	887,000	Tier 1	$46,124	0.0520	0.0080
1.8*a*	976,000	Tier 1	$50,752	0.0520	0.0080
1.9*a*	1,074,000	Tier 1	$54,774	0.0510	0.0070
1.10*a*	1,181,000	Tier 1	$60,231	0.0510	0.0070
1.11*a*	1,299,000	Tier 1	$66,249	0.0510	0.0070
1.12*a*	1,429,000	Tier 1	$72,879	0.0510	0.0070
1.13*a*	1,572,000	Tier 1	$78,600	0.0500	0.0060
1.14*a*	1,729,000	Tier 1	$86,450	0.0500	0.0060
1.15*a*	1,902,000	Tier 1	$95,100	0.0500	0.0060
1.16*a*	2,092,000	Tier 1	$102,508	0.0490	0.0050
1.17*a*	2,301,000	Tier 2	$112,749	0.0490	0.0090
1.18*a*	2,531,000	Tier 2	$124,019	0.0490	0.0090
1.19*a*	2,784,000	Tier 2	$133,632	0.0480	0.0080
1.20*a*	3,062,000	Tier 2	$146,976	0.0480	0.0080
1.21*a*	3,368,000	Tier 2	$161,664	0.0480	0.0080
1.22*a*	3,705,000	Tier 2	$177,840	0.0480	0.0080
1.23*a*	4,076,000	Tier 2	$191,572	0.0470	0.0070
1.24*a*	4,484,000	Tier 3	$210,748	0.0470	0.0120
1.25*a*	4,932,000	Tier 3	$231,804	0.0470	0.0120
1.26*a*	5,425,000	Tier 3	$254,975	0.0470	0.0120
1.27*a*	5,968,000	Tier 3	$280,496	0.0470	0.0120
1.28*a*	6,565,000	Tier 3	$301,990	0.0460	0.0110
1.29*a*	7,222,000	Tier 3	$332,212	0.0460	0.0110
1.30*a*	7,944,000	Tier 3	$365,424	0.0460	0.0110
1.31*a*	8,738,000	Tier 4	$401,948	0.0460	0.0160
1.32*a*	9,612,000	Tier 4	$432,540	0.0450	0.0150
1.33*a*	10,573,000	Tier 4	$475,785	0.0450	0.0150
1.34*a*	11,630,000	Tier 4	$523,350	0.0450	0.0150
1.35*a*	12,793,000	Tier 4	$562,892	0.0440	0.0140
1.36*a*	14,072,000	Tier 5	$619,168	0.0440	0.0170
1.37*a*	15,479,000	Tier 5	$665,597	0.0430	0.0160
1.38*a*	17,027,000	Tier 5	$732,161	0.0430	0.0160
1.39*a*	18,730,000	Tier 5	$786,660	0.0420	0.0150
1.40*a*	20,603,000	Tier 6	$844,723	0.0410	0.0170
1.41*a*	22,663,000	Tier 6	$929,183	0.0410	0.0170
1.42*a*	24,929,000	Tier 6	$997,160	0.0400	0.0160
1.43*a*	27,422,000	Tier 6	$1,096,880	0.0400	0.0160
1.44*a*	30,164,000	Tier 6	$1,206,560	0.0400	0.0160

EXHIBIT 1-B
Pricing for Features

Parameters:

Unit: *Subscriptions*

Min .Vol: *2,500*

Max Req. Vol: *150,820*

Req. Plans: *1B.1 - 1B.44**

Req. Columns: *d1 - d6**

Optn'l Columns: *None**

** For each of the following features, please indicate if the charge* *is included* *in the voice rates you provided on Exhibit 1-A by checking the associated box:*

- [x] ***Call-forwarding***
- [x] ***Call-waiting***
- [x] ***Three-way Calling***
- [x] ***Voicemail***
- [x] ***Caller ID***
- [x] ***ID Blocking***

	a	b	c	d1	e1	d2	e2	d3	e3	d4	e4	d5	e5	d6	e6
				CALL FORWARDING		CALL WAITING		THREE-WAY CALLING		VOICEMAIL		CALLER ID		ID BLOCKING	
PLAN #	MONTHLY PLAN QUANTITY (Subscriptions)		TIER	*Plan Price*	*Straight Rate (col d1 + col b)*	*Plan Price*	*Straight Rate (col d2 + col b)*	*Plan Price*	*Straight Rate (col d3 + col b)*	*Plan Price*	*Straight Rate (col d4 + col b)*	*Plan Price*	*Straight Rate (col d5 + col b)*	*Plan Price*	*Straight Rate (col d6 + col b)*
1B.1	2,500		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.2	2,750		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.3	3,025		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.4	3,330		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.5	3,665		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.6	4,030		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.7	4,435		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.8	4,880		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.9	5,370		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.10	5,905		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.11	6,495		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.12	7,145		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.13	7,860		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.14	8,645		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.15	9,510		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.16	10,460		Tier 1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.17	11,505		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.18	12,655		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.19	13,920		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.20	15,310		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.21	16,840		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.22	18,525		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.23	20,380		Tier 2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.24	22,420		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.25	24,660		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.26	27,125		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.27	29,840		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.28	32,825		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.29	36,110		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.30	39,720		Tier 3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.31	43,690		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.32	48,060		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.33	52,865		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.34	58,150		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.35	63,965		Tier 4	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.36	70,360		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.37	77,395		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.38	85,135		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.39	93,650		Tier 5	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.40	103,015		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.41	113,315		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.42	124,645		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.43	137,110		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1B.44	150,820		Tier 6	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

EXHIBIT 2-A
Pricing for Wireless Data Services

Parameters:

Unit: *Megabytes*

Min .Vol: *500,000 MB*

Max Req. Vol: *23,221,000MB*

Req. Plans: *2.1a - 2.35a**

Req. Columns: *d1**

Optn'l Columns: *d2*

** Submitting rates for data plans on Exhibit 6 will also satisfy this requirement.*

If you do not intend to submit pricing for ***pooled Wireless Data****, please check this box.* ☐

If you do not intend to submit pricing for Satellite Data, please check this box. ☑

Note:
Respondents may now provide a flat, monthly satellite services fee on Exhibit 6.

a1	b1		c1	d1	e1	
PLAN #	MONTHLY PLAN QUANTITY	UNIT	TIER	WIRELESS DATA		
				Plan Price	*Straight Rate (col d1 ÷ col b1)*	*Variance from Target*
2.1*a*	500,000	Megabytes	Tier 1	48,000	0.0960	0.0610
2.2*a*	1,000,000	Megabytes	Tier 1	95,000	0.0950	0.0600
2.3*a*	1,100,000	Megabytes	Tier 1	102,300	0.0930	0.0580
2.4*a*	1,210,000	Megabytes	Tier 1	111,320	0.0920	0.0570
2.5*a*	1,331,000	Megabytes	Tier 1	121,121	0.0910	0.0560
2.6*a*	1,464,000	Megabytes	Tier 1	130,296	0.0890	0.0540
2.7*a*	1,610,000	Megabytes	Tier 1	140,070	0.0870	0.0520
2.8*a*	1,771,000	Megabytes	Tier 1	150,535	0.0850	0.0500
2.9*a*	1,948,000	Megabytes	Tier 2	163,632	0.0840	0.0520
2.10*a*	2,143,000	Megabytes	Tier 2	180,012	0.0840	0.0520
2.11*a*	2,357,000	Megabytes	Tier 2	195,631	0.0830	0.0510
2.12*a*	2,593,000	Megabytes	Tier 2	215,219	0.0830	0.0510
2.13*a*	2,852,000	Megabytes	Tier 2	236,716	0.0830	0.0510
2.14*a*	3,137,000	Megabytes	Tier 2	260,371	0.0830	0.0510
2.15*a*	3,451,000	Megabytes	Tier 2	286,433	0.0830	0.0510
2.16*a*	3,796,000	Megabytes	Tier 3	303,680	0.0800	0.0510
2.17*a*	4,176,000	Megabytes	Tier 3	334,080	0.0800	0.0510
2.18*a*	4,594,000	Megabytes	Tier 3	367,520	0.0800	0.0510
2.19*a*	5,053,000	Megabytes	Tier 3	404,240	0.0800	0.0510
2.20*a*	5,558,000	Megabytes	Tier 3	444,640	0.0800	0.0510
2.21*a*	6,114,000	Megabytes	Tier 4	421,866	0.0690	0.0440
2.22*a*	6,725,000	Megabytes	Tier 4	464,025	0.0690	0.0440
2.23*a*	7,398,000	Megabytes	Tier 4	510,462	0.0690	0.0440
2.24*a*	8,138,000	Megabytes	Tier 4	561,522	0.0690	0.0440
2.25*a*	8,952,000	Megabytes	Tier 4	617,688	0.0690	0.0440
2.26*a*	9,847,000	Megabytes	Tier 5	600,667	0.0610	0.0410
2.27*a*	10,832,000	Megabytes	Tier 5	660,752	0.0610	0.0410
2.28*a*	11,915,000	Megabytes	Tier 5	726,815	0.0610	0.0410
2.29*a*	13,107,000	Megabytes	Tier 5	799,527	0.0610	0.0410
2.30*a*	14,418,000	Megabytes	Tier 5	879,498	0.0610	0.0410
2.31*a*	15,860,000	Megabytes	Tier 5	967,460	0.0610	0.0410
2.32*a*	17,446,000	Megabytes	Tier 6	994,422	0.0570	0.0420
2.33*a*	19,191,000	Megabytes	Tier 6	1,036,314	0.0540	0.0390
2.34*a*	21,110,000	Megabytes	Tier 6	1,097,720	0.0520	0.0370
2.35*a*	23,221,000	Megabytes	Tier 6	1,207,492	0.0520	0.0370

EXHIBIT 2-B
Pricing for Push-to-Talk Services

Parameters:
Unit: *Subscriptions*
Min .Vol: *None*
Max Req. Vol: *None*
Req. Plans: *None*
Req. Columns: *None*
Optn'l Columns: *All*

If you do not intend to submit pricing for Push-to-Talk service please check this box. ☐

If you do not intend to submit pricing for P-t-T Interoperability please check this box. ☐

	a	b	c1	d1	e1		d3	e3		d2	e2		d3	e3	
				PUSH-to-TALK (CDMA)			P-t-T INTEROPERABILITY (CDMA)			PUSH-to-TALK (Iden)			P-t-T INTEROPERABILITY (Iden)		
	PLAN #	MONTHLY PLAN QUANTITY	TIER	*Plan Price*	*Straight Rate (col d1 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 + col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d3 + col b)*	*Variance from Target*
	2B.1	100	Tier 1	1,000	10.0000	2.0000	1,000	10.0000	2.0000						
	2B.2	200	Tier 1	2,000	10.0000	2.0000	2,000	10.0000	2.0000						
	2B.3	300	Tier 1	3,000	10.0000	2.0000	3,000	10.0000	2.0000						
	2B.4	400	Tier 1	4,000	10.0000	2.0000	4,000	10.0000	2.0000						
	2B.5	500	Tier 1	5,000	10.0000	2.0000	5,000	10.0000	2.0000						
	2B.6	700	Tier 1	7,000	10.0000	2.0000	7,000	10.0000	2.0000						
	2B.7	900	Tier 1	9,000	10.0000	2.0000	9,000	10.0000	2.0000						
	2B.8	1,200	Tier 1	12,000	10.0000	2.0000	12,000	10.0000	2.0000						
	2B.9	1,400	Tier 2	14,000	10.0000	2.5000	14,000	10.0000	2.5000						
	2B.10	1,700	Tier 2	17,000	10.0000	2.5000	17,000	10.0000	2.5000						
	2B.11	2,000	Tier 2	20,000	10.0000	2.5000	20,000	10.0000	2.5000						
	2B.12	2,400	Tier 2	24,000	10.0000	2.5000	24,000	10.0000	2.5000						
	2B.13	3,000	Tier 2	30,000	10.0000	2.5000	30,000	10.0000	2.5000						
	2B.14	4,000	Tier 2	40,000	10.0000	2.5000	40,000	10.0000	2.5000						
	2B.15	5,000	Tier 2	50,000	10.0000	2.5000	50,000	10.0000	2.5000						
	2B.16	6,000	Tier 2	60,000	10.0000	2.5000	60,000	10.0000	2.5000						
	2B.17	7,000	Tier 2	70,000	10.0000	2.5000	70,000	10.0000	2.5000						
	2B.18	8,000	Tier 2	80,000	10.0000	2.5000	80,000	10.0000	2.5000						
	2B.19	9,000	Tier 3	87,750	9.7500	2.7500	81,000	9.0000	2.0000						
	2B.20	10,000	Tier 3	97,500	9.7500	2.7500	90,000	9.0000	2.0000						
	2B.21	11,000	Tier 3	107,250	9.7500	2.7500	99,000	9.0000	2.0000						
	2B.22	12,000	Tier 3	117,000	9.7500	2.7500	108,000	9.0000	2.0000						
	2B.23	13,000	Tier 3	126,750	9.7500	2.7500	117,000	9.0000	2.0000						
	2B.24	14,000	Tier 3	136,500	9.7500	2.7500	126,000	9.0000	2.0000						
	2B.25	15,000	Tier 3	146,250	9.7500	2.7500	135,000	9.0000	2.0000						
	2B.26	17,000	Tier 4	161,500	9.5000	2.7500	153,000	9.0000	2.2500						
	2B.27	19,000	Tier 4	180,500	9.5000	2.7500	171,000	9.0000	2.2500						
	2B.28	21,000	Tier 4	194,250	9.2500	2.5000	189,000	9.0000	2.2500						
	2B.29	23,000	Tier 4	212,750	9.2500	2.5000	207,000	9.0000	2.2500						
	2B.30	25,000	Tier 5	231,250	9.2500	2.7500	200,000	8.0000	1.5000						
	2B.31	28,000	Tier 5	259,000	9.2500	2.7500	224,000	8.0000	1.5000						
	2B.32	31,000	Tier 5	286,750	9.2500	2.7500	248,000	8.0000	1.5000						
	2B.33	34,000	Tier 5	306,000	9.0000	2.5000	272,000	8.0000	1.5000						
	2B.34	37,000	Tier 6	333,000	9.0000	2.7500	296,000	8.0000	1.7500						
	2B.35	41,000	Tier 6	369,000	9.0000	2.7500	328,000	8.0000	1.7500						
	2B.36	45,000	Tier 6	393,750	8.7500	2.5000	360,000	8.0000	1.7500						
	2B.37	50,000	Tier 6	437,500	8.7500	2.5000	400,000	8.0000	1.7500						

Please also provide the hourly rate for setup/install services related to Push-to-Talk Interoperability systems.

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EXHIBIT 3-A
Pricing for Messaging Services

Parameters:

Unit: *Messages*

Min .Vol: *10,000*

Max Req. Vol: *8,136,000*

Req. Plans: *3.1 - 3.43*

Req. Columns: *d1 OR d3*

Optn'l Columns: *d2, d4*

If you intend to submit a single rate for both SMS & MMS protocols, please check this box. ☐

	a	b	c	d1	e1	f1	d2	e2
	PLAN #	MONTHLY PLAN QUANTITY	TIER	SMS (TEXT) MESSAGING			MMS MESSAGING	
				Plan Price	*Straight Rate (col d1 ÷ col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 ÷ col b)*
	3.1	10,000	Tier 1	200	0.0200	0.0100	500	0.0500
	3.2	30,000	Tier 1	600	0.0200	0.0100	1,500	0.0500
	3.3	38,000	Tier 1	760	0.0200	0.0100	1,900	0.0500
	3.4	48,000	Tier 1	960	0.0200	0.0100	2,400	0.0500
	3.5	60,000	Tier 1	1,200	0.0200	0.0100	3,000	0.0500
	3.6	75,000	Tier 1	1,500	0.0200	0.0100	3,750	0.0500
	3.7	94,000	Tier 1	1,880	0.0200	0.0100	4,700	0.0500
	3.8	118,000	Tier 1	2,360	0.0200	0.0100	5,900	0.0500
	3.9	148,000	Tier 2	2,960	0.0200	0.0120	7,400	0.0500
	3.10	185,000	Tier 2	3,700	0.0200	0.0120	9,250	0.0500
	3.11	231,000	Tier 2	4,620	0.0200	0.0120	11,550	0.0500
	3.12	289,000	Tier 2	5,780	0.0200	0.0120	14,450	0.0500
	3.13	361,000	Tier 2	7,220	0.0200	0.0120	18,050	0.0500
	3.14	451,000	Tier 2	8,120	0.0180	0.0100	22,550	0.0500
	3.15	564,000	Tier 2	10,150	0.0180	0.0100	28,200	0.0500
	3.16	620,000	Tier 3	11,160	0.0180	0.0110	31,000	0.0500
	3.17	682,000	Tier 3	12,280	0.0180	0.0110	34,100	0.0500
	3.18	750,000	Tier 3	13,500	0.0180	0.0110	37,500	0.0500
	3.19	825,000	Tier 3	14,025	0.0170	0.0100	41,250	0.0500
	3.20	908,000	Tier 3	15,425	0.0170	0.0100	45,400	0.0500
	3.21	999,000	Tier 3	17,000	0.0170	0.0100	49,950	0.0500
	3.22	1,099,000	Tier 3	18,700	0.0170	0.0100	54,950	0.0500
	3.23	1,209,000	Tier 3	20,550	0.0170	0.0100	60,450	0.0500
	3.24	1,330,000	Tier 3	22,600	0.0170	0.0100	66,500	0.0500
	3.25	1,463,000	Tier 3	24,900	0.0170	0.0100	73,150	0.0500
	3.26	1,609,000	Tier 4	27,350	0.0170	0.0110	64,360	0.0400
	3.27	1,770,000	Tier 4	28,300	0.0160	0.0100	70,800	0.0400
	3.28	1,947,000	Tier 4	31,200	0.0160	0.0100	77,880	0.0400
	3.29	2,142,000	Tier 4	34,300	0.0160	0.0100	85,680	0.0400
	3.30	2,356,000	Tier 4	37,700	0.0160	0.0100	94,240	0.0400
	3.31	2,592,000	Tier 5	41,500	0.0160	0.0110	103,680	0.0400
	3.32	2,851,000	Tier 5	45,600	0.0160	0.0110	114,040	0.0400
	3.33	3,136,000	Tier 5	47,000	0.0150	0.0100	125,440	0.0400
	3.34	3,450,000	Tier 5	51,750	0.0150	0.0100	138,000	0.0400
	3.35	3,795,000	Tier 5	56,925	0.0150	0.0100	151,800	0.0400
	3.36	4,175,000	Tier 5	62,625	0.0150	0.0100	167,000	0.0400
	3.37	4,593,000	Tier 6	68,895	0.0150	0.0110	183,720	0.0400
	3.38	5,052,000	Tier 6	75,780	0.0150	0.0110	202,080	0.0400
	3.39	5,557,000	Tier 6	83,355	0.0150	0.0110	222,280	0.0400
	3.40	6,113,000	Tier 6	91,695	0.0150	0.0110	244,520	0.0400
	3.41	6,724,000	Tier 6	100,860	0.0150	0.0110	268,960	0.0400
	3.42	7,396,000	Tier 6	110,940	0.0150	0.0110	295,840	0.0400
	3.43	8,136,000	Tier 6	122,040	0.0150	0.0110	325,440	0.0400

EXHIBIT 3-B
Pricing for SMS (Text) Message Broadcasting

Parameters:

Unit: *Message Recipients*

Min .Vol: *None*

Max Req. Vol: *None*

Req. Plans: *None*

Req. Columns: *None*

If you do not intend to offer SMS Broadcasting services, please check this box. ☐

Note:
Respondents may now provide a monthly fee for message broadcasting on Exhibit 6 in addition to any rates submitted on this exhibit.

a	b	c	d	e	f
			SMS (TEXT) BROADCASTING		
PLAN #	MONTHLY PLAN QUANTITY	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Variance from Target*
3B.1	500	Tier 1	10	0.0200	0.0100
3B.2	600	Tier 1	12	0.0200	0.0100
3B.3	800	Tier 1	16	0.0200	0.0100
3B.4	1,000	Tier 1	20	0.0200	0.0100
3B.5	1,300	Tier 1	26	0.0200	0.0100
3B.6	1,600	Tier 1	32	0.0200	0.0100
3B.7	2,000	Tier 1	40	0.0200	0.0100
3B.8	2,500	Tier 1	50	0.0200	0.0100
3B.9	3,100	Tier 1	62	0.0200	0.0100
3B.10	4,000	Tier 1	80	0.0200	0.0100
3B.11	5,000	Tier 1	100	0.0200	0.0100
3B.12	6,000	Tier 1	120	0.0200	0.0100
3B.13	8,000	Tier 1	160	0.0200	0.0100
3B.14	10,000	Tier 1	200	0.0200	0.0100
3B.15	13,000	Tier 1	260	0.0200	0.0100
3B.16	16,000	Tier 2	320	0.0200	0.0120
3B.17	20,000	Tier 2	400	0.0200	0.0120
3B.18	25,000	Tier 2	500	0.0200	0.0120
3B.19	31,000	Tier 2	620	0.0200	0.0120
3B.20	39,000	Tier 2	780	0.0200	0.0120
3B.21	49,000	Tier 2	980	0.0200	0.0120
3B.22	61,000	Tier 2	1,220	0.0200	0.0120
3B.23	76,000	Tier 2	1,520	0.0200	0.0120
3B.24	95,000	Tier 2	1,900	0.0200	0.0120
3B.25	119,000	Tier 2	2,380	0.0200	0.0120
3B.26	131,000	Tier 3	1,965	0.0150	0.0080
3B.27	144,000	Tier 3	2,160	0.0150	0.0080
3B.28	158,000	Tier 3	2,370	0.0150	0.0080
3B.29	174,000	Tier 3	2,610	0.0150	0.0080
3B.30	191,000	Tier 3	2,865	0.0150	0.0080
3B.31	210,000	Tier 3	3,150	0.0150	0.0080
3B.32	231,000	Tier 3	3,465	0.0150	0.0080
3B.33	254,000	Tier 4	3,810	0.0150	0.0090
3B.34	279,000	Tier 4	4,185	0.0150	0.0090
3B.35	307,000	Tier 4	4,605	0.0150	0.0090
3B.36	338,000	Tier 4	5,070	0.0150	0.0090
3B.37	372,000	Tier 4	5,580	0.0150	0.0090
3B.38	409,000	Tier 4	6,135	0.0150	0.0090
3B.39	450,000	Tier 4	6,750	0.0150	0.0090
3B.40	495,000	Tier 4	7,425	0.0150	0.0090
3B.41	545,000	Tier 4	8,175	0.0150	0.0090
3B.42	600,000	Tier 4	9,000	0.0150	0.0090
3B.43	660,000	Tier 5	9,900	0.0150	0.0100
3B.44	726,000	Tier 5	10,890	0.0150	0.0100
3B.45	799,000	Tier 5	11,985	0.0150	0.0100
3B.46	879,000	Tier 5	13,185	0.0150	0.0100
3B.47	967,000	Tier 5	14,505	0.0150	0.0100
3B.48	1,064,000	Tier 5	15,960	0.0150	0.0100
3B.49	1,170,000	Tier 5	17,550	0.0150	0.0100
3B.50	1,287,000	Tier 5	19,305	0.0150	0.0100
3B.51	1,416,000	Tier 5	21,240	0.0150	0.0100
3B.52	1,558,000	Tier 5	23,370	0.0150	0.0100
3B.53	1,714,000	Tier 5	25,710	0.0150	0.0100
3B.54	1,885,000	Tier 6	28,275	0.0150	0.0110
3B.55	2,074,000	Tier 6	31,110	0.0150	0.0110
3B.56	2,281,000	Tier 6	34,215	0.0150	0.0110
3B.57	2,509,000	Tier 6	37,635	0.0150	0.0110
3B.58	2,760,000	Tier 6	41,400	0.0150	0.0110
3B.59	3,036,000	Tier 6	45,540	0.0150	0.0110
3B.60	3,340,000	Tier 6	50,100	0.0150	0.0110
3B.61	3,674,000	Tier 6	55,110	0.0150	0.0110

This solicitation calls for an hourly rate associated with carrier-development of an application program interface. Please provide that figure in the space provided:

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EXHIBIT 3-C
Pricing for Message Logging Service

Parameters:
Unit: *Messages*
Min .Vol: *10,000*
Max Req. Vol: *8,136,000*
Req. Plans: *3C.1 - 3C.43*
Req. Columns: *d1**
Optn'l Columns: *d2*, d3**

*** Note:**
You must provide pricing for logging services for any messaging protocol for which pricing was submitted on Exhibit 3-A. This requirement may also be met by providing logging services as a flat, monthly fee on Exhibit 6. Any respondent who elects to provide such a fee, may omit this exhibit. Rates may not be submitted on both exhibits.

a	b	c	d1	e1	f1	d2	e2
			SMS MESSAGE LOGGING			MMS MESSAGE LOGG	
PLAN #	MONTHLY PLAN QUANTITY	TIER	*Plan Price*	*Straight Rate (col d1 ÷ col b)*	*Variance from Target*	*Plan Price*	*Straight Rate (col d2 ÷ col b)*
3C.1	10,000	Tier 1					
3C.2	30,000	Tier 1					
3C.3	38,000	Tier 1					
3C.4	48,000	Tier 1					
3C.5	60,000	Tier 1					
3C.6	75,000	Tier 1					
3C.7	94,000	Tier 1					
3C.8	118,000	Tier 1					
3C.9	148,000	Tier 2					
3C.10	185,000	Tier 2					
3C.11	231,000	Tier 2					
3C.12	289,000	Tier 2					
3C.13	361,000	Tier 2					
3C.14	451,000	Tier 2					
3C.15	564,000	Tier 2					
3C.16	620,000	Tier 3					
3C.17	682,000	Tier 3					
3C.18	750,000	Tier 3					
3C.19	825,000	Tier 3					
3C.20	908,000	Tier 3					
3C.21	999,000	Tier 3					
3C.22	1,099,000	Tier 3					
3C.23	1,209,000	Tier 3					
3C.24	1,330,000	Tier 3					
3C.25	1,463,000	Tier 3					
3C.26	1,609,000	Tier 4					
3C.27	1,770,000	Tier 4					
3C.28	1,947,000	Tier 4					
3C.29	2,142,000	Tier 4					
3C.30	2,356,000	Tier 4					
3C.31	2,592,000	Tier 5					
3C.32	2,851,000	Tier 5					
3C.33	3,136,000	Tier 5					
3C.34	3,450,000	Tier 5					
3C.35	3,795,000	Tier 5					
3C.36	4,175,000	Tier 5					
3C.37	4,593,000	Tier 6					
3C.38	5,052,000	Tier 6					
3C.39	5,557,000	Tier 6					
3C.40	6,113,000	Tier 6					
3C.41	6,724,000	Tier 6					
3C.42	7,396,000	Tier 6					
3C.43	8,136,000	Tier 6					

EXHIBIT 4
Pricing for Geographical Device Tracking Service

Parameters:
Unit: *Records*
Min .Vol: *None*
Max Req. Vol: *None*
Req. Plans: *None*
Req. Columns: *None*
Optn'l Columns: *d*

If you do not intend to submit pricing for this form of Geographical Device Tracking, please check this box. ☐

Note:
The rates requested on this exhibit pertain to an after-the-fact file transfer of GeoTracking data.
Pricing for a GUI or other application providing customers with the ability to track devices instantly may be provided on Exhibit 6.

a	b	c	d	e
PLAN #	MONTHLY PLAN QUANTITY	TIER	GEOGRAPHICAL D	
			Plan Price	*Straight Rate (col d ÷ col b)*
4.1	1,000	Tier 1	20	0.0200
4.2	1,300	Tier 1	26	0.0200
4.3	1,600	Tier 1	32	0.0200
4.4	2,000	Tier 1	40	0.0200
4.5	2,500	Tier 1	50	0.0200
4.6	3,100	Tier 1	62	0.0200
4.7	3,900	Tier 1	78	0.0200
4.8	4,900	Tier 1	98	0.0200
4.9	6,100	Tier 1	122	0.0200
4.10	7,600	Tier 1	152	0.0200
4.11	9,500	Tier 1	190	0.0200
4.12	11,900	Tier 2	238	0.0200
4.13	14,900	Tier 2	298	0.0200
4.14	18,600	Tier 2	372	0.0200
4.15	23,300	Tier 2	466	0.0200
4.16	29,100	Tier 2	582	0.0200
4.17	36,400	Tier 2	728	0.0200
4.18	45,500	Tier 2	910	0.0200
4.19	56,900	Tier 2	1138	0.0200
4.20	71,100	Tier 2	1422	0.0200
4.21	88,900	Tier 2	1778	0.0200
4.22	111,100	Tier 3	2222	0.0200
4.23	138,900	Tier 3	2778	0.0200
4.24	173,600	Tier 3	3472	0.0200
4.25	217,000	Tier 3	4340	0.0200
4.26	250,000	Tier 3	5000	0.0200
4.27	288,000	Tier 3	4320	0.0150
4.28	331,000	Tier 3	4965	0.0150
4.29	381,000	Tier 3	5715	0.0150
4.30	438,000	Tier 3	6570	0.0150
4.31	504,000	Tier 3	7560	0.0150
4.32	580,000	Tier 3	7540	0.0130
4.33	667,000	Tier 3	8671	0.0130
4.34	767,000	Tier 3	9971	0.0130
4.35	882,000	Tier 3	11466	0.0130
4.36	1,014,000	Tier 4	13182	0.0130
4.37	1,166,000	Tier 4	15158	0.0130
4.38	1,341,000	Tier 4	17433	0.0130
4.39	1,542,000	Tier 4	20046	0.0130
4.40	1,773,000	Tier 4	23049	0.0130
4.41	2,039,000	Tier 4	26507	0.0130
4.42	2,345,000	Tier 4	30485	0.0130
4.43	2,580,000	Tier 4	33540	0.0130
4.44	2,838,000	Tier 4	36894	0.0130
4.45	3,122,000	Tier 4	40586	0.0130
4.46	3,434,000	Tier 4	44642	0.0130
4.47	3,777,000	Tier 4	49101	0.0130
4.48	4,155,000	Tier 4	54015	0.0130
4.49	4,571,000	Tier 4	59423	0.0130
4.50	5,028,000	Tier 5	65364	0.0130
4.51	5,531,000	Tier 5	71903	0.0130
4.52	6,084,000	Tier 5	79092	0.0130
4.53	6,692,000	Tier 5	86996	0.0130
4.54	7,361,000	Tier 5	95693	0.0130
4.55	8,097,000	Tier 5	105261	0.0130
4.56	8,907,000	Tier 5	115791	0.0130
4.57	9,798,000	Tier 6	127374	0.0130
4.58	10,778,000	Tier 6	140114	0.0130
4.59	11,856,000	Tier 6	154128	0.0130
4.60	13,042,000	Tier 6	169546	0.0130
4.61	14,346,000	Tier 6	186498	0.0130

EXHIBIT 5
Pricing for Equipment

Parameters:
Handheld Device Discounts: *Required*
CPE Discounts: *Optional*
Volume Discounts: *Optional*
Accessories Discount: *Required*

Please select Yes or No to indicate if you intend to offer at least one conventional device at no additional cost ***(Tier 1)*** *:*	**Yes**

Handheld Device Discounts		
Device Category	Description	* Minimum Disc %
Conventional ***(Tier 2)***	*One (1) voice or PTT device at*	25%
Smartphone ***(Tier 3)***	*25% discount off full retail*	25%
Push-to-Talk	*One (1) voice or PTT device at*	25%
Hybrid/Satellite		
Wi-Fi Smartphone		

Customer Premise Equipment Discounts		
Type/System	Description *(including # of supported users)*	* Minimum Disc %
Interoperability Interface (or Gateway)		
Indoor Cellular Signal Amplifier System	*Currently Network Extender But Device May Change*	25%
Wireless Cellular Router (or equivalent)	*Device Portfolio Yet to Be Determined*	25%
Wireless 4GLTE Modem Device	*10,000 Line 2 Year Tier Discount/Promo One (1)*	

Additional Volume Discounts			
** Minimum QTY			Additional %
Handheld Devices *(irrespective of category)* :			
(example)	≥	*20,000*	*1%*
(Tier 4)	≥	*No additional volume discounts apply*	
(Tier 5)	≥	*No additional volume discounts apply*	
(Tier 6)	≥	*No additional volume discounts apply*	
Customer Premise Equip:			
	≥		
	≥		
	≥		
	≥		
	≥		

Accessories Discount		
Category	Description	* Minimum Disc %
All Accessories ***(Tier 7)***	*N/A*	25%

** Discount applied to MSRP.*

*** Refers to the number of active (billed) lines on record at the month-end prior to the date an order is placed.*

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			WIRELESS VOICE (FLORIDA)					
PLAN #	MONTHLY PLAN QUANTITY *(Minutes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	250	Tier 1	$20	0.0800	0.04	5.00	(0.020)	Unlimited MTM,PTT,N/W roam outside of Florida $.10 per minute (domestic)
6.3*a*	500	Tier 2				(22.50)	(0.045)	
6.4*a*	600	Tier 3	$30		0.04	3.00	(0.005)	Unlimited MTM,PTT,N/W roam outside of Florida $.10 per minute (domestic)
6.5*a*	1,000	Tier 4				(32.00)	(0.032)	
6.6*a*	Unlimited	Tier 5	$40	-----	-----	0.00	-----	Unlimited PTT roam outside of Florida $.10 per minute (domestic)

			WIRELESS VOICE (NATIONWIDE)					
PLAN #	MONTHLY PLAN QUANTITY *(Minutes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*a*	250	Tier 1	$25	0.1000	0.05	10.00	(0.010)	Unlimited MTM,PTT,N/W Roam $.69 per minute (outside domestic US)
6.3*a*	300	Tier 2				(18.00)	(0.060)	
6.4*a*	600	Tier 3	$35		0.05	8.00	0.005	Unlimited MTM,PTT,N/W Roam $.69 per minute (outside domestic US)
6.5*a*	1,000	Tier 4				(32.00)	(0.032)	
6.6*a*	Unlimited	Tier 5	$50	-----	-----	10.00	-----	Unlimited PTT Roam $.69 per minute (outside domestic US)

			AIRCARD DATA					
PLAN #	MONTHLY PLAN QUANTITY *(Megabytes)*	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*b*	500	Tier 1	$20	0.0400	0.08	2.50	0.045	Unlimited TXT Mesasaging
6.2*b*	1,000	Tier 2	$25	0.0250	0.08	0.00	0.055	Unlimited TXT Mesasaging
6.3*b*	2,000	Tier 3	$30	0.0150	0.08	0.00	0.065	Unlimited TXT Mesasaging
6.4*b*	Unlimited	Tier 4	$35	-----	-----	2.00	-----	Unlimited TXT Mesasaging

			SMARTPHONE DATA
	MONTHLY PLAN		

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.5*b*	100	Tier 5				(10.00)	(0.100)	
6.6*b*	500	Tier 6	$15	0.0300	0.08	0.00	0.050	Unlimited TXT/MMS Messaging When Bundled with Above Mentioned Voice Plans (not included w/flat rate voice plan)
6.7*b*	1,000	Tier 7	$20	0.0200	0.08	0.00	0.060	Unlimited TXT/MMS Messaging When Bundled with Above Mentioned Voice Plans (not included w/flat rate voice plan)
6.8*b*	Unlimited	Tier 8	$32	-----	-----	9.50	-----	Unlimited TXT/MMS Messaging,and Tethering When Bundled with Above Mentioned Voice Plans

			BLACKBERRY DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.9*b*	100	Tier 9				(10.00)	(0.100)	
6.10*b*	500	Tier 10	$15	0.0300	0.08	0.00	0.050	Unlimited TXT/MMS Messaging When Bundled with Above Mentioned Voice Plans (not included w/flat rate voice plan)
6.11*b*	1,000	Tier 11	$20	0.0200	0.08	0.00	0.060	Unlimited TXT/MMS Messaging When Bundled with Above Mentioned Voice Plans (not included w/flat rate voice plan)
6.12*b*	Unlimited	Tier 12	$32	-----	-----	9.50	-----	Unlimited TXT/MMS Messaging,and Tethering When Bundled with Above Mentioned Voice Plans

			TABLET/iPAD DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.13*b*	500	Tier 13	$20	0.0400	0.08	2.50	0.045	

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
6.14*b*	1,000	Tier 14	$25	0.0250	0.08	0.00	0.055	
6.15*b*	2,000	Tier 15	$30	0.0150	0.08	0.00	0.065	
6.16*b*	Unlimited	Tier 16	$35	------	------	2.00	------	

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
			TELEMETRY DATA					
PLAN #	MONTHLY PLAN QUANTITY (Megabytes)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.17*b*	1	Tier 17	$5	5.0000	2.50	(1.00)	----	Pooling Included
6.18*b*	2	Tier 18				(7.00)	----	
6.19*b*	3	Tier 19				(8.00)	----	
6.20*b*	4	Tier 20				(9.00)	----	
6.21*b*	5	Tier 21	$7		2.50	(3.00)	----	Pooling Included
6.22*b*	10	Tier 22				(11.00)	(0.100)	
6.23*b*	100	Tier 23	$15		2.50	2.00	2.400	Pooling Included
6.24*b*	500	Tier 24	$20	0.0400	2.50	5.00	2.400	Pooling optional at $10.00 per Line

			SMS/MMS MESSAGING					
PLAN #	MONTHLY PLAN QUANTITY (Messages)	TIER	*Plan Price*	*Straight Rate (col d ÷ col b)*	*Overage Rate (per message)*	*Plan Price Variance from Target*	*Overage Rate Variance from Target*	*Value Added Features/Clarifying Notes*
6.1*c*	300	Tier 1	$2	0.0067	0.05	1.00	0.040	
6.2*c*	500	Tier 2	$3	0.0060	0.05	1.00	0.040	
6.3*c*	Unlimited	Tier 3	$7	-----	-----	2.00	-----	

		ALL INCLUSIVE PLAN		
PLAN #	MONTHLY PLAN QUANTITY	*Plan Price*	*Plan PriceVaiance from Target*	*Value Added Features/Clarifying Notes*
6.1*d*	Unlimited	$70	8.00	Unlimited Nationwide Calling , Unlimted TXT/PIX/FLI and 5GB DATA/Tethering

Other Fees:			*Variance from Target*
6.1*e*	*Minimum Monthly Service Charge (Tier 1)*		$ (2.50)
6.1*f*	*Monthly Tethering Premium*	$ 10.00	$ 3.00

EXHIBIT 6
Packaged Services and Other Fees

a	b	c	d	e		f1	f2	g
6.1*g*	*Monthly Satellite Services Subscription Fee (Tier 1)*					-----		
6.1*h*	*Monthly Message Broadcasting Subscription Fee*					$ (2.00)		
	Note: Any value provided for 6.1*h* will be factored in to rates provided on Exhibit 3B for evaluation.							
6.1*i*	*Monthly Message Logging Subscription Fee*				$ -	$ (1.50)		
	Note: Any value submitted for 6.1*i* will supersede rates submitted on Exhibit 3C.							
6.1*j*	*Monthly Real-Time Geo-Tracking Subscription Fee (Tier 1)*				$ 9.99	-----		
	Note: This service may require a vendor-approved data plan.							

EXHIBIT 6
Packaged Services and Other Fees

MONTHLY PLAN QUANTITY *(Minutes)*	WIRELESS VOICE (FLORIDA)			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*

MONTHLY PLAN QUANTITY *(Minutes)*	WIRELESS VOICE (NATIONWIDE)			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per minute)*	*Value Added Features/Clarifying Notes*

MONTHLY PLAN QUANTITY *(Megabytes)*	WIRELESS DATA *(please specify device type in the notes field)*			
	Plan Price	*Straight Rate (col d ÷ col b)*	*Overage Rate (per megabyte)*	*Value Added Features/Clarifying Notes*
2,000	$23	0.0115	0.08	2GB PDA/BB Data Unlimited TXT/MMS Messaging When Bundled with Above Mentioned Voice Plans (not flat rate voice plan)
Unlimited	$35	uantity must be de	0.0800	Unlimited PDA/BB with $.05 Nationwide Per Minute Calling, Unlimted NW/MTM/TXT/PIX/FLIX

Other Services/Features

Description	Price/Rate

Target Pricing for Mobile Cellular Services

	Bulk Wireless Voice			Bulk Wireless Data	Bulk Push-to-Talk			
Tier #	In-State Target *(per minute)*	Out-of-State Target *(per minute)*	Nationwide Target *(per minute)*	Bulk Data Target *(per megabyte)*	CDMA PTT Target *(per subscription)*	CDMA Interop Target *(per subscription)*	Iden PTT Target *(per subscription)*	Iden Interop Target *(per subscription)*
Tier 1	$ 0.044	$ 0.200	$ 0.044	$ 0.035	$ 8.000	$ 8.000	$ 9.500	$ 9.500
Tier 2	$ 0.040	$ 0.180	$ 0.040	$ 0.032	$ 7.500	$ 7.500	$ 9.000	$ 9.000
Tier 3	$ 0.035	$ 0.160	$ 0.035	$ 0.029	$ 7.000	$ 7.000	$ 8.500	$ 8.500
Tier 4	$ 0.030	$ 0.140	$ 0.030	$ 0.025	$ 6.750	$ 6.750	$ 8.250	$ 8.250
Tier 5	$ 0.027	$ 0.120	$ 0.027	$ 0.020	$ 6.500	$ 6.500	$ 8.000	$ 8.000
Tier 6	$ 0.024	$ 0.100	$ 0.024	$ 0.015	$ 6.250	$ 6.250	$ 7.750	$ 7.750

	Bulk Messaging, Broadcasting, & Logging		
	SMS Target *(per message)*	MMS Target *(per message)*	SMS/MMS Target *(per message)*
Tier 1	$ 0.010	$ 0.010	$ 0.010
Tier 2	$ 0.008	$ 0.008	$ 0.008
Tier 3	$ 0.007	$ 0.007	$ 0.007
Tier 4	$ 0.006	$ 0.006	$ 0.006
Tier 5	$ 0.005	$ 0.005	$ 0.005
Tier 6	$ 0.004	$ 0.004	$ 0.004

	Messaging Packages	
Tier #	Package Target	Overage Target
Tier 1 (300)	$ 1.000	$ 0.010
Tier 2 (500)	$ 2.000	$ 0.010
Tier 3 (UNL)	$ 5.000	------

Other Fees	Target Rate
Minimum Monthly Service Fee*	$ 2.50
Monthly Message Broadcasting Subsc. Fee	$ 2.00
Monthly Message Logging Subscription Fee	$ 1.50
Monthly Tethering Premium	$ 7.00

** The absolute maximum value permitted for this item is $5.00*

	Bulk GeoTracking *(per record)*
Tier 1	$ 0.050
Tier 2	$ 0.045
Tier 3	$ 0.035
Tier 4	$ 0.025
Tier 5	$ 0.015
Tier 6	$ 0.010

All Inclusive Plan	
Target Price	Specifications/Description
62.00	To include: unlimited anytime voice, unlimited SMS/MMS messaging, and unlimited data

Target Pricing for Mobile Cellular Services

	Voice Packages (Local)		
Tier #	Package Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (500)	$ 22.500	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

	Voice Packages (Nationwide)		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (250)	$ 15.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 2 (300)	$ 18.000	$ 0.060	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 3 (600)	$ 27.000	$ 0.045	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 4 (1,000)	$ 32.000	$ 0.032	To Include: national roaming, long distance calling, unlimited in-network mobile-to-mobile, unlimited nights & weekends.
Tier 5 (Unlimited)	$ 40.000	-----	

Target Pricing for Mobile Cellular Services

	Data Packages		
Tier #	Package Price Target	Overage Target	Target Specifications/Description
Tier 1 (AC, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 2 (AC, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 3 (AC, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 4 (AC, UNL)	$ 33.000	-----	
Tier 5 (SP, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 6 (SP, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 7 (SP, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 8 (SP, UNL)	$ 22.500	-----	
Tier 9 (BB, 100)	$ 10.000	$ 0.100	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 10 (BB, 500)	$ 15.000	$ 0.030	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 11 (BB, 1,000)	$ 20.000	$ 0.020	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 12 (BB, UNL)	$ 22.500	------	
Tier 13 (TB, 500)	$ 17.500	$ 0.035	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 14 (TB, 1,000)	$ 25.000	$ 0.025	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 15 (TB, 2,000)	$ 30.000	$ 0.015	Regardless of overage, the maximum a customer may be charged is the unlimited rate.
Tier 16 (TB, UNL)	$ 33.000	-----	
Tier 17 (TL, 1)	$ 6.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 18 (TL, 2)	$ 7.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 19 (TL, 3)	$ 8.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 20 (TL, 4)	$ 9.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 21 (TL, 5)	$ 10.000	*	Customer will be charged for the lowest sufficient plan in the event of overage.
Tier 22 (TL, 10)	$ 11.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 23 (TL, 100)	$ 13.000	$ 0.100	The maximum a customer will be charged is the lowest sufficient plan in the event of overage.
Tier 24 (TL, 500)	$ 15.000	$ 0.100	

EXHIBIT 4
ENHANCED SERVICES AND SOLUTIONS

Exhibit 4.0 *Verizon MCS Enhanced Services and Solutions*

Contents

EXHIBIT 4.0 VERIZON MCS ENHANCED SERVICES AND SOLUTIONS 1

4.01 HYBRID SATELLITE/CELLULAR TELECOMMUNICATIONS 3
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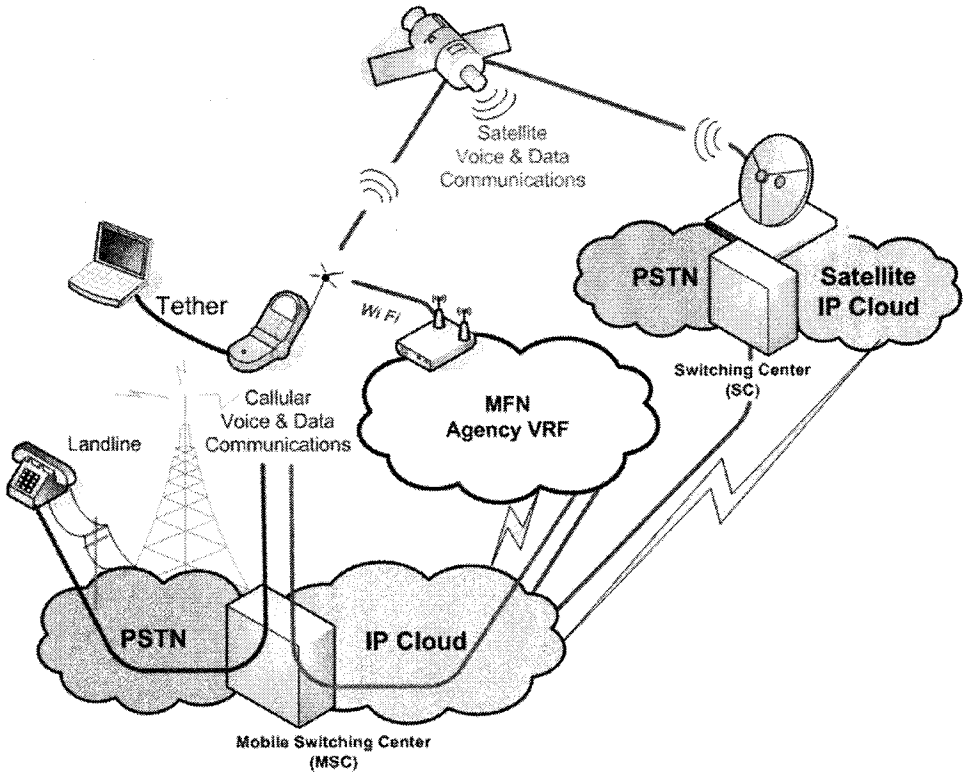
4.01 Hybrid Satellite/Cellular Telecommunications

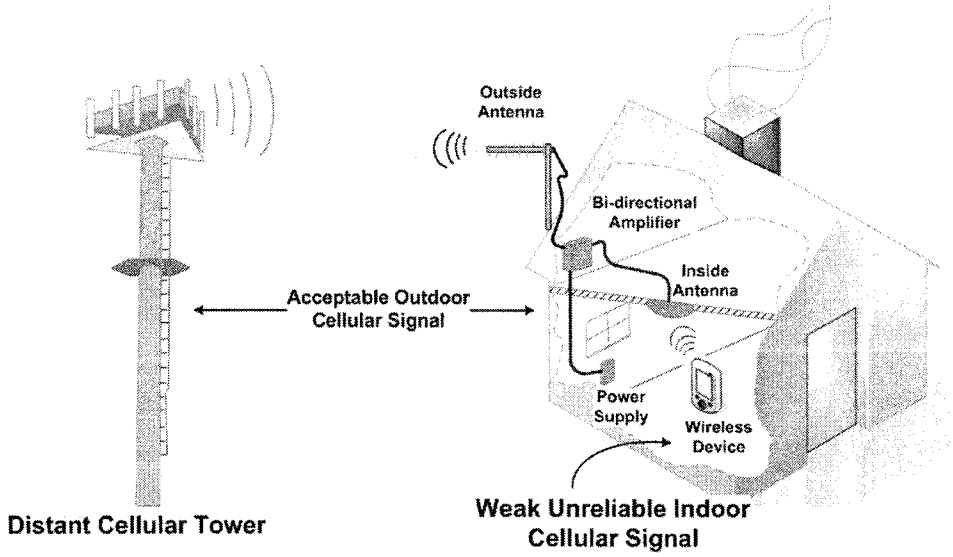
To the extent available, the Service Provider shall provide hybrid satellite/cellular telecommunications services and the associated handheld device(s) with cellular, Wi-Fi(desired), and satellite voice and data functionally. See diagram below.



Verizon will not currently be proposing a Hybrid Satellite/Cellular Telecommunications solution, but may elect in the future to provide this service feature.

4.02 Indoor Cellular Signal Amplifier System

To the extent available, the Service Provider shall provide bi-directional cellular signal amplifier systems for both home and office applications. The bi-directional cellular signal amplifier system shall be used in situations where the indoor cellular signal strength does not carry the necessary signal power level required for reliable cellular communications (Voice & Data). The diagram below depicts the intended functionality of a bi-directional cellular signal amplification system and does not specify the actual system design or denote the required individual electronic components.



The Service Provider shall provide the coverage area footprint (per indoor antenna), the system's simultaneous user capacity, and a physical measure (in square feet) of the indoor area each proposed system is designed to operate within. Also, the Service Provider shall specify the minimum acceptable outdoor cellular signal strength required for each system proposed.

The Service Provider may include (or substitute) mini, micro, pico cellular tower technology, network extender device(s), or other appliance designed to improve indoor cellular signal power levels. The Service Provider shall provide, as required, helpdesk support for the installed system and assist the end customer or DMS with identifying or troubleshooting issues related to performance degradation associated with the communication stream's transport path.

Note: For all indoor signal enhancement systems procured under this contract, the Service Provider shall be responsible for each system's installation, helpdesk support, and customer configuration assistance for the term of the Contract. The proposed system shall be a Service Provider turn-key solution.

Verizon Wireless connects to in-building systems using either an off-the-air repeater or a dedicated micro-cell.

Off-the-Air Repeater

An off-the-air repeater, also known as a Bi-Directional Amplifier (BDA), consists of an amplifier and antenna system. The BDA receives a signal from a nearby donor cell site using a roof-top or other externally-mounted antenna. The BDA then amplifies and repeats the received signal into the building through an internal antenna or a distributed antenna system (DAS). The donor cell signal, including the capacity provided by the donor cell, is then available to the Verizon Wireless subscribers in the building.

Micro-Cell

A micro-cell operates somewhat differently. Rather than "borrowing" signal from a nearby cell tower wirelessly, the BDA connects directly to our terrestrial network using either a fiber or coaxial cable connection. The signal is then distributed through the building using the DAS. A micro-cell is considerably more expensive but provides the advantage of having dedicated capacity for the in-building coverage.

3G Network Extender

Verizon Wireless also offers the3G Network Extender which plugs into an existing high-speed Internet connection to communicate with the Verizon Wireless network. The benefits of using the Verizon Wireless 3G Network Extender include:

- Improved in-home coverage
- Fewer dropped calls
- Improved call quality
- Subscribers can use plan minutes
- Unlimited Mobile to Mobile Calling and Night & Weekend minutes
- Messaging features
- Subscribers can use their existing Verizon Wireless CDMA phone [may improve battery life when connected]
- Ease of setup
- Plug and Play out of the box
- No software to install
- No configuration settings to your existing mobile handset

3G Network Extender Requirements

Subscriber must reside in a Verizon Wireless 3G Network Extender supported area and have a minimum Internet connection speed of 300Kbps (kilobytes per second) upload/download – such as Verizon FiOS, Digital Subscriber Line (DSL), cable, other broadband Internet Service Provider (ISP). Subscriber must also have one available Ethernet port and a compatible broadband router with Virtual Private Network (VPN) support.

Note: Satellite broadband is not recommended.

Site Survey Customer Solution

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

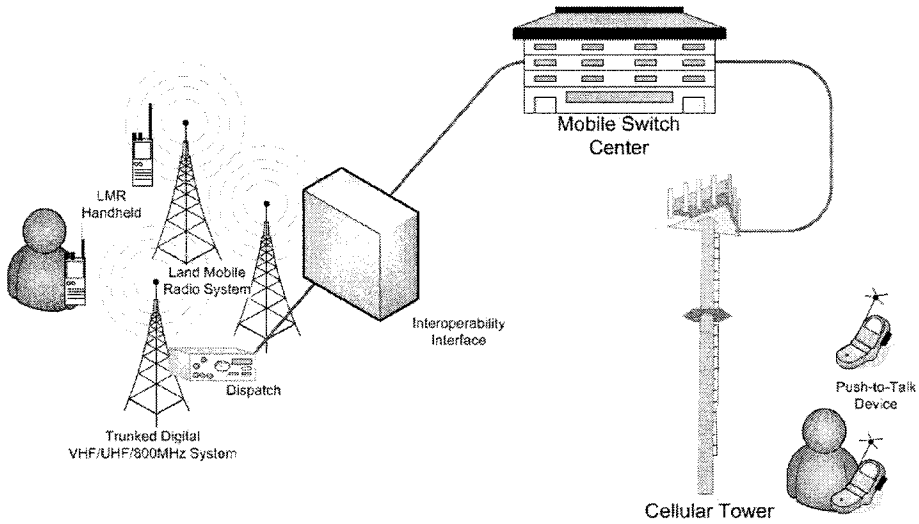
Upon completing the survey, your National Account Manager can work with agency to develop a price schedule and scope of work for the procurement, installation, operation and maintenance of the in-building equipment. These terms would then be incorporated into a separate in-building contract. It is important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

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

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

4.03 Conventional and PTT Device Interoperability with Land Mobile Radio Systems

To the extent available, the Service Provider shall provide a comprehensive solution which provides interoperability between conventional push-to-talk cellular technology and Land Mobile Radio Systems i.e. Trunked Digital VHF/UHF/800MHz. The solution shall provide interoperable communications (end-to-end): between a defined closed user groups utilizing the Service Provider's commercial cellular network and a particular Land Mobile Radio System (LRM) dispatch and the LMR remote user. The proposed system shall be a Service Provider turn-key solution.

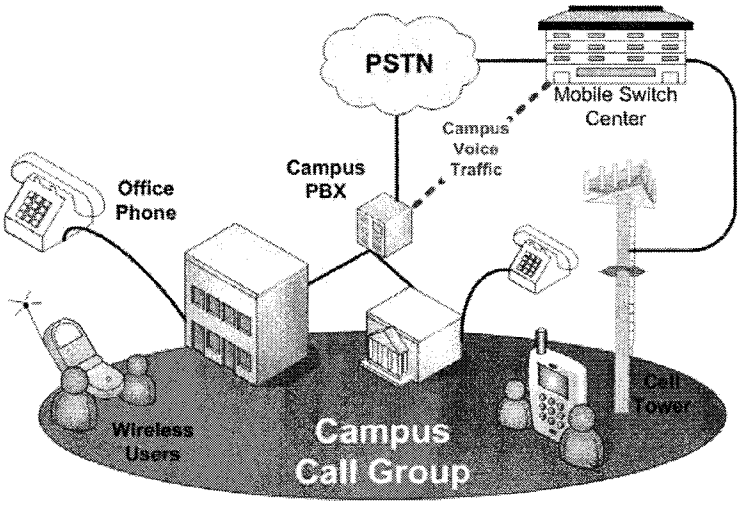


The interoperability interface gateway shall be software programmable and flexible enough to be configured on a daily basis, and contain a robust functional feature set that supports a broad range of agencies and be independent to end-user applications and LMR systems.

Verizon Wireless does not provide a turn-key solution; however, Verizon Wireless PTT services are capable of integration with most LMR systems with the proper hardware.

4.04 Campus Voice Call Group

To the extent available, Service Provider shall provide a Campus Voice Call Group service. By switching the call from the MSC to the campus PBX directly, the communication streams shall not transverse the PSTN cloud and <u>therefore a cost savings shall be realized</u>. The diagram below is provided to illustrate the DMS objective (cost saving) and does not depict the actual design needed to accomplish the objective. The Service Provider shall not propose any solution that does not meet the DMS cost savings objective. The proposed service shall be a Service Provider turn-key solution.



Verizon Wireless offers Wireless Office

Wireless Office's advanced features include:

- Calling packages with reduced costs for on campus calling.
- Short-code dialing to the State's landline PBX extensions. This feature works like the typical four-digit extension that your employees are accustomed to dialing. They just dial the four-digit office extension from their mobile phones and get connected – even from outside the office.
- Abbreviated dialing is similar to short-code dialing but works with frequently dialed numbers outside of the State's PBX extension list. When the abbreviated dial code (preceded by a feature access code) is dialed, the corresponding 10-digit number will be reached. The State can establish abbreviated-dial numbers that are available to your entire company or only to certain individuals.
- Call screening – this feature allows your telecom administrator to use call screening parameters for individual users or groups of users. Call screening options include: creation of Call/No Call lists of wireless and/or landline numbers; and restriction of calls by time of day, day of week, U.S. vs. international numbers.
- Simple, convenient, Web-based management and maintenance for all of these features.

Wireless Office Administration

The Wireless Office Website allows the State to self-administer and provision Wireless Office features.

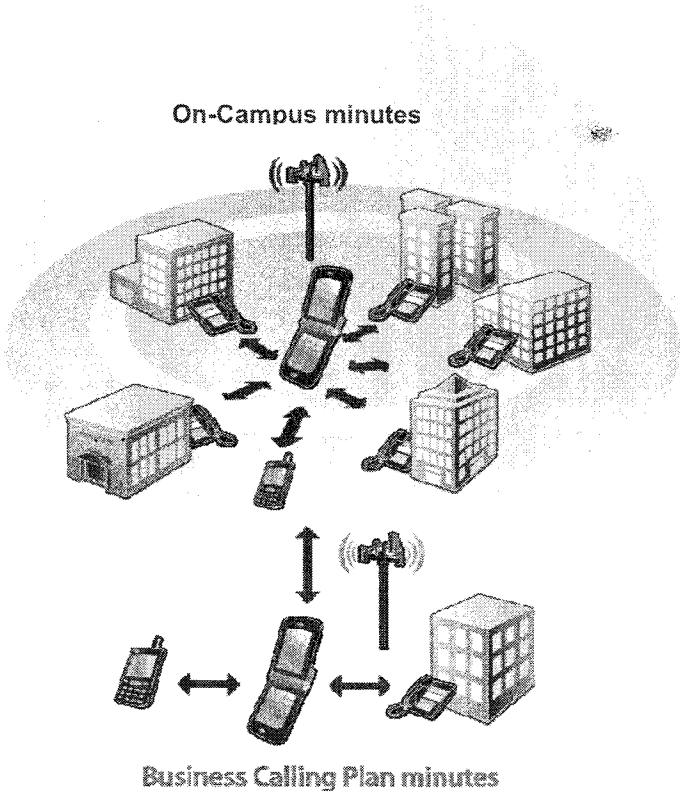
- Your telecom administrator will utilize the Contact Us screen for any task that cannot be self-administered through the Wireless Office Website.
- The website is customized for the access privilege of the user logging in.
- The user is able to perform specific functions based on access rights.

- Administrators will be able to update user profiles, view account details, view and update lists of users, set up abbreviated dialing codes, and set up call screening.
- Administrators are provided their username and password by the Customer Solutions Engineer (CSE) during set up. Before we set up your Wireless Office account, a Verizon Wireless CSE will consult with you to assess your requirements and complete a Wireless Office questionnaire. Based on your responses, we will create a Wireless Office account tailored for your specific business requirements.

Wireless Office with International Call Routing Feature:

Wireless Office with the International Call Routing (WO-ICR) Feature allows the State to route certain international long distance calls, placed by your participating government subscribers, to your gateway PBX for call termination to the international location.

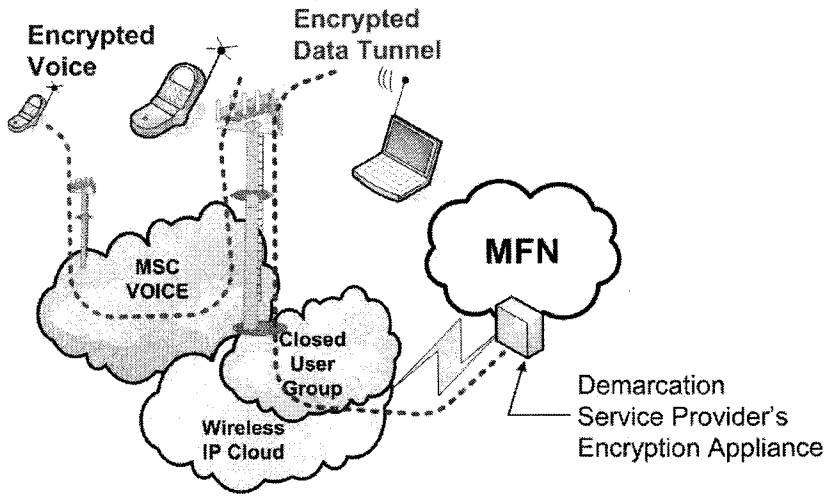
Note: When implementing WO-ICR, account setup can take longer than 30 days and the customer must procure a Primary Rate Interface (PRI) interconnection.



4.05 Encryption Services

To the extent available, Service Provider shall provide a wireless end-user encryption solution. The ideal solution shall be clientless or transparent (i.e. auto-established) to the SUNCOM Client. This means the solution shall automatically establish an encrypted session without SUNCOM

Client input and function in the background transparent to the end-user. The solution shall secure the communication stream content with an encryption algorithm. The encryption algorithm shall utilize, at a minimum, a128-bit encryption key strength. The diagram below is provided to illustrate the DMS objective (transparent, seamless, end-to-end encryption) and does not depict the actual design needed to accomplish the objective. The proposed encryption service shall be a Service Provider turn-key solution.



Verizon Wireless is not currently proposing an encryption service solution, but may elect in the future to provide this service feature.

4.06 IP Version 6 (IPv6)

It is desired by DMS that the Service Provider's network and handheld devices support both IPv4 and IPv6 Internet protocols.

Verizon Wireless will support a dual stack approach (IPv4 and IPv6). Dual Stack solution is an industry-recognized approach which ensures a smooth and secure transition from IPv4 to IPv6. Native and Static IPv6 is not available today and expected to be supported in the future exclusively on the LTE network. Today we support IPv6 traffic as long as it is encapsulated in an IPv4 packet.

4.07 Communication Stream Prioritization

To the extent available, all communications pertaining to public safety entities shall be prioritized (of a higher order) over all other state and commercial traffic.

Verizon Wireless is considering options to provide this capability in the future, but has not yet finalized the service nor projected a product launch date.

4.08 Wi-Fi Smartphone Technology

Integrated Wi-Fi smartphone technology is desired with functionality capable of transfers between Wi-Fi and cellular networks and that permits utilization of VoIP technology. The dual-mode smartphone is envisioned to automatically hop between wireless Ethernet (802.11) and digital cellular networks with a seamless handoff. For example, if the Wi-Fi enabled smartphone

has an active data session using the cellular network and an available wireless Ethernet signal is detected, the smartphone will hop to the cheaper and faster wireless Ethernet network technology.

DMS is aware a 3rd party (802.11) Wi-Fi access point may employ a blocking or network traffic shaping scheme which is out of the control of the Service Provider; therefore, the transmit/receive device shall include functionality through which the user can manually force the device to connect to a desired network (Wi-Fi or cellular). The device shall maintain connectivity (within the connected network footprint) until the user resets the device to an auto-select mode.

Verizon Wireless does not currently support seamless handoff between Wi-Fi and cellular networks. This functionality may be added in the future. Specific timelines are not yet available.

4.09 Geographical Tracking Data Enriched with Vehicle Information

In addition to providing the ability to track individual drivers and/or vehicles (with attached dedicated devices) implicit in the description for the "**Error! Reference source not found.**" in Exhibit 1, solutions for obtaining more information regarding vehicles are desired. This enriched data should include On-Board Diagnostics and alarms, driving performance (speed, exceeded inertial velocity limits, crash detection, etc.), routes and route fencing using industry standards for fleet management. DMS will consider a variety of approaches from turnkey of complete services (where the Service Provider enables all components of the service) to a compartmentalized approach that requires the State provide/obtain components to complete the service (e.g. the State might buy on-board computers and installations through other contracts). However, solutions that include DMS as the clearinghouse for data provided to its clients are preferred.

Fleet AdministratorSM
Verizon Wireless offers Fleet AdministratorSM, an automatic vehicle location (AVL) solution for managing a fleet of vehicles. It consists of a GPS-enabled vehicle tracking device, called the Qube, and a PC client application that accesses a hosted Fleet Administrator server via the Internet. Fleet Administrator is easy to deploy with minimal integration or customization and with known up-front cost.

With Fleet Administrator, you can easily locate, monitor, and manage DivTel's fleet from a desktop computer. The solution provides users with real-time and historic reporting on all vehicles to help DivTel reduce operating costs, increase worker productivity, streamline processes, and improve customer satisfaction.

Fleet Administrator allows for vehicle tracking, geofencing, 2-way communication to driver/operator, and integration with vehicle inputs via the 'ConEx Module' (this allows for diagnostics and sensor-related input to Fleet Administrator). Additionally, Fleet Administrator also offers an add-on module for navigation.

Fleet AdministratorSM Features:
Fleet Administrator provides the following features and benefits:

- Mapping - vehicle's location on graphical maps using Google Maps.
- Vehicle Tracking and Status - monitoring all vehicles' locations and status.
- Customer Sites - Monitor vehicles assigned to a particular area.
- Activity Reports - analyzing a driver's or fleet's activity through dynamic and flexible reporting.

- Available reports include: customer site, mileage, activity, stops, trips, over-speed, and idle.

- Geofence (a defined geographic area) Monitoring - Custom define a driver's territory. Reports can track travel inside the territory and provide reports and alerts for Geofence entries and exits.
- Maintenance Module - Allows customizable scheduled vehicle maintenance based on miles, run hours or dates.
- Enhanced Vehicle Grouping - Allows for multiple fleet viewing options.
- Enhanced Alerts - Includes new real-time over-speed and idle alerts.
- Over 30 different reports by vehicle and driver.
- Scheduled reporting – Reports can be scheduled to run daily, weekly, monthly.

Field Force Manager

Field Force Manager is a comprehensive mobile resource management solution that enhances information and process flow between field workers and the office thereby increasing productivity and efficiency. It combines a handset application and a customer web portal that allows government customers to manage and monitor their mobile workforce from a centralized location. Field Force Manager uses Verizon Wireless' Location Based Services platform and operates across the Verizon Wireless' National Enhanced Coverage and Service Area.

With Field Force Manager, you can track field workers in near real-time, analyze employee time, and dispatch remote workers wirelessly. Customer service requests can be sent quickly to the nearest team member in the field. Additionally, field workers can submit time as well as job data back to the business office, receive job assignments, and get turn-by-turn driving directions to new jobs right from their wireless device.

Field Force Manager Features

- Location and Tracking. Uses rich, detailed mapping to show the location and location history of field workers; provides location information when users clock in and out; shows where they are when they accept and complete jobs; creates an audit trail to validate job information for customers; and generates turn-by-turn driving directions.
- Electronic Timecards. Provides employees an automated way to capture their time, and gives employers the ability to export this information into many current payroll systems for processing and to analyze it.
- Editable Timecards. Web portal users now have the ability to correct the date/time of timecard shifts and breaks for employees
- Individual Worker Hours of Operation. Now instead of having the hours of operation apply to the whole company, you can set it for each individual worker or group of workers. Also control individual worker privacy features.
- Dispatch. Provides an automated way to manage customer service requests, dispatch field personnel and track job progress in near real-time through completion.

- Integration Web Services. DivTel can use our web service application programming interface (API) without additional fees. These APIs are used to take the information, such as timecard, location, job dispatch, as well as other data collected by the Field Force Manager application and integrate that information with your current payroll, database or other back-end office system.
- At-a-Glance Report. This report provides Web portal users all of the key performance metrics tracked by Field Force Manager.
- Faster Delivery. Expedited delivery of job info, messages and locations to the handset.
- Requires No Text block on account
- Requires 3.0 client for feature phones/3.1 client for advanced devices

New Field Force Manager web portal capabilities include:

- Mapping enhancements including draggable maps, improved map zooming, and user-selectable map style
- More worker actions shown on maps
- Hierarchical group structure
- Group-specific forms and locations
- Work-zone configuration improvements.

New Field Force Manager client improvements include:

- Picture capture into a Field Force Manager form (Field Force Premium only)
- Spanish language menu option
- Improved text-based driving directions (Field Force Manager Basic only) fastest, shortest, avoid freeways, etc.
- Enhanced activation (zero button client activation, immediate GPS send upon client activation)

4.10 Filling Gaps in Future Public Safety Mobile Broadband Network

Current proposals before Congress and the Federal Communications Commission anticipate using technologies for public safety telecommunications that are similar those offered by the Service Provider in relation to this contract (i.e. public safety officials may ultimately use devices similar to those used by consumers instead of traditional public safety radios in use today). Entities like DMS and its public safety partners, expect to obtain usage rights in 700 megahertz bands for this purpose. To deploy public safety networks using these bands, DMS anticipates developing new procurement vehicles that either seeks a comprehensive public safety network or components thereof that will be assembled by DMS into a comprehensive network. However, the magnitude of a statewide public safety network means future Service Providers will likely offer incomplete geographic coverage. DMS is seeking, a commitment from the Service Provider to offer assets and services at fair prices to complete this future public safety telecommunications network. The

Service Provider shall provide a brief description of the assets and services that may aid DMS's effort to complete a future public safety telecommunications network and indicate the Service Provider's willingness to provide them.

Verizon Wireless and Motorola Solutions have formed an innovative alliance that creates a public/private alliance in alignment with the FCC's vision of a 3GPP-compliant solution. Public Safety will benefit in many ways by using our cost-effective, private Public Safety 4G LTE network with nationwide carrier interoperability. We can provide network infrastructure, devices, applications and customer support.

EXHIBIT 5
SERVICE LEVEL AGREEMENT MATRIX

Exhibit 5: Verizon Wireless MCS Service Level Agreement Matrix

The SLA matrix is expected to also include delivery, response, and notification SLAs. An example of a "delivery SLA" is the time required for the end-user to receive hardware device(s) and/or contracted services once the order has been received by the Service Provider. An example of a "response SLA" is the time the Service Provider requires to provide an initial response (or acknowledgement) to a helpdesk ticket. An example of a "notification SLA" the amount of time DMS will receive notification prior to planned service outage(s).

SLA Item	SLA Description	SLA Definition, General Service Performance Matrix	SLA Timers	Credit Allowance
1	IPSec VPN (primary/secondary) Appliance Failover	In the event there is an IP connectivity failure caused by the Service Provider's primary IPSec VPN appliance, the Service Provider network shall failover to their secondary IPSec VPN appliance to maintain connectivity to MFN. In the event there is an IP connectivity failure caused by the MFN primary IPSec VPN appliance the Service Provider's IPSec VPN appliance shall failover to the MFN secondary IPSec VPN appliance to maintain connectivity to MFN. The failover in any case shall be accomplished within five-hundred (500) seconds. The failover shall be governed by the BGP routing protocol operating between the MFN and Service Provide devices or other as agreed upon by DMS. The SLA credit allowance shall be charged to the Service Provider if their primary and secondary VPN appliances fail simultaneously or other Service Provider network event which causes a total outage or the VPN appliance failover does not occur in the specified time. The Service Provide shall be exempt from this SLA if the MFN primary and secondary VPN appliances fail simultaneously.	500 seconds, Within	5% of the affected users' MRC

2	Engineering Coverage Maps, (Voice and Data)	The Service Provider shall provide outdoor engineering coverage maps acceptable to DMS that accurately reflect the reliable voice and data service areas in the State of Florida within forty-five days from the contract execution date. If the coverage area changes from the original maps submitted, the Service Provider shall provide an update revision to DMS within ninety-days of the change. Mapping will be provided via Enterprise Custom Mapping Solution (ECMS) as highlighted in Section 4.07 of Verizon Wireless' response to this ITN.	45-days, Within	$1,000.00 per-day thereafter, until provided
3	Hardware Shipment	From the Service Provider receipt date of the OaSIS electronic service account order, the Service Provider shall ship the ordered hardware to the delivery address within seventy-two hours. If the Service Provider is unable to ship the ordered hardware due to unavailability (out of stock), the Service Provider shall send an electronic notification to DMS within seventy-two hours of order receipt date, except during holidays. Shipments related to "Enhanced Services" hardware are exempt from the SLA. The SLA shall be measured by the Service Provider and verified by the OaSIS ordering system.	72-hours, Within, except during holidays	$50.00 per-failure to ship, or failure to notify
4	Operational Guide and User Guide	Failure to respond, within a mutually agreed upon target completion date and/or an updated target completion date, to a DMS requested action (review and/or input) regarding the development and maintenance of the Verizon Wireless Operational Guide and User Guide. The Verizon Wireless Operational Guide shall describe the operational relationship between the Service Provider and DMS (e.g. order processing, service provisioning, service monitoring and maintenance, troubleshooting and reporting, billing, etc.) The User Guide shall describe the service relationship between the SUNCOM end-users and DMS.	As Required by DMS for the Life of the Contract	$1,000.00 per-failure to respond

5	Escalation Procedure	From the contract execution date, the Service Provider shall provide an escalation procedure and contact list to be used by DMS to remedy unresolved problems within thirty-days. Thereafter, the Service Provider shall provide updates to the escalation procedure and contact list as required. The Service Provide shall be subject to the SLA credit allowance if the escalation procedure or contact list is found to contain outdated or incorrect information applicable to the DMS discovery date.	30-days, Within	$1,000.00 per day thereafter, until provided or until updated
6	Existing Wireless Data Customer Migration	Once the Service Provider successfully receives the DivTel request to migrate the existing wireless data customers, the Service Provider shall move all specified wireless data users to the new MFN access method as specified in the contract technical exhibit within one hundred twenty (120) days. SLA is dependent on full cooperation of specified wireless data users and deemed unenforceable if delays are found to be caused by specified wireless data users and historical notification was provided to DivTel regarding user caused delays or an error in the DivTel migration request.	120-days, Within	$3.00 per-day, per-wireless data device thereafter, until completed
7	Planned Wireless Service Maintenance Notification	The Service Provider shall send a two-business day (minimum) advance electronic notification which informs DMS of a planned service maintenance which may potentially cause a service outage that includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Service Provider's system.	2-business days, Prior to	$2,500.00 per planned notification, failure to notify
8	Unplanned Wireless Maintenance Notification	The Service Provider shall send a 60 minute (minimum) advance electronic notification which informs DMS of an unplanned service maintenance which includes the date, time, and estimated duration of the maintenance. The SLA shall be measured and verified by the Service Provider's system.	60-minutes, Prior to	$2,500 per unplanned notification, failure to notify

9	Unplanned Wireless Service Outage Notification	The Service Provider shall send a notification to DMS communicating the wireless services is not available in a generalized area, specific to switch locations, within Florida which includes an estimated time for service restoration (if available) within five hours (maximum) from the outage start time. The SLA shall be measured and verified by the Service Provider's system.	5 hours, Within	$2,500.00 per unplanned notification, failure to notify
10	Helpdesk Verification Tool	The Service Provider shall make available to DMS a web-based application tool (Read-Only) to verify the helpdesk performance. The web tool shall generate a matrix of all helpdesk tickets captured for the past ninety days. The matrix shall include an end-user and wireless device identifier, unique helpdesk ticket identifier number, ticket status (open/closed), and history log for each ticket.	180-Days From contract execution date	$300.00 per-day thereafter, until provided
11	Service Provider Device Provisioning Error	Upon receipt of an end-user helpdesk ticket related to a wireless device provisioning error, the Service Provider shall correct the provisioning error within four hours. The four hours time period shall be measured using the automated (open/close) timestamps contained within the helpdesk ticket. A provisioning error is defined, in this instant, as any error in provisioning a wireless device or network provisioning error made by the Service Provider which prohibits the wireless device from establishing a usable communication channel due to initial provisioning or activation of the wireless device.	4 hours, Less than	$50.00 per ticket
12	Maximum SLA Payout	Total SLA payouts shall in no case exceed 3% of current year to date annual contract revenue. Enhanced services (Exhibit 4 of the contract) shall not be included in SLA total contract revenue calculations.	Current YTD Revenue	Not to Exceed 3%

Exhibit 6

State Technology Office

STO Purchasing
4030 Esplanade Way
Tallahassee, FL 32399

Phone 850-922-2756
Fax: 850-413-8623

WIRELESS DATA SERVICES

CONTRACT BY AND BETWEEN

VERIZON WIRELESS PERSONAL COMMUNICATIONS, LP (a Delaware LP)
DBA
VERIZON WIRELESS
AND
VERIZON WIRELESS OF THE EAST LP
DBA
VERIZON WIRELESS
AND THE

STATE OF FLORIDA

ACTING THROUGH
THE
STATE TECHNOLOGY OFFICE

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CONTRACT

This Contract ("Contract") is entered into as of the last date fully executed (the "Effective Date") by and between Verizon Wireless Personal Communications LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless ("the Contractor"), and the State of Florida, acting by and through the State Technology Office (the "STO"), with an office at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each, a "Party" and collectively, the "Parties")

RECITALS

WHEREAS, the STO issued Invitation to Negotiate ("ITN") No. 03-STO-ITN-011, Wireless Data Services, to solicit firms interested in providing cellular based wireless data services.

WHEREAS, the Contractor responded to the solicitation and, following negotiations between the STO and certain offerors, the STO has determined it is in the best interest of the State to award this prime contract under the ITN, to the above named Contractor, who will provide cellular based wireless data services (24X7X365) in the coverage areas shown on the coverage maps, and in the counties provided with Contractor's response to the ITN.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties agree as follows:

Section 1 Definitions

1.1 Definitions.

Capitalized terms used in this Contract without definition shall have the meanings ascribed below:

"Acceptance" and "Accepted" mean, with respect to each Deliverable, that such Deliverable have been accepted by the STO in accordance with Section 3.5 as meeting the specified Deliverable requirements.

"Attachment" means a written attachment to this Contract as may be agreed upon by the Parties from time to time that sets forth certain additional terms and conditions or information relating to this Contract.

"Change" means a material change to the Services or Deliverables to be provided under this Contract. Any Change must be mutually agreed upon by the Parties and implemented in accordance with the change order process set out in Section 3.2.

"Confidential Information" means all pre-existing documents, software and documentation, reports, financial or other data, records, forms, tools, products, services, methodologies, present and future research, technical knowledge, marketing plans, trade secrets, and other materials Contractor and the State provide to each other in the course of the negotiation of and the term of the Contract, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented. Confidential Information includes, without limitation, the STO Materials, and all STO data stored on Contractor equipment or processed through the applications provided by Contractor as well as all records and information: (i) that has been marked as proprietary, confidential, or a trade secret; (ii) whose confidential nature has been made known; or (iii) that due to its character and nature, would be deemed a trade secret under then-applicable state law. Notwithstanding the foregoing, the State's Confidential Information shall only be those records that are deemed "exempt" or "confidential" by the Florida Public Records Law, Chapter 119, Florida Statutes, any other provision of the Florida Statutes, or Section 24, Article I of the Florida Constitution.

"Contract" means this agreement between the STO and the Contractor, including the Exhibit and Attachments referenced herein.

"Contractor" means the vendor who is legally bound by this contract to perform the work and/or provide the commodities required by this contract and the Invitation to Negotiate document preceding this contract document.

"Contractor Software" means Software owned or developed by the Contractor or its subcontractors or suppliers (excluding Developed Software) or Software licensed by the Contractor or its subcontractors or suppliers from a third party.

"Deliverables" means those items and/or materials provided, prepared and delivered in the course of performance of the Services herein.

"Developed Software" means any custom Software developed by Contractor or its subcontractors for the STO under this Contract after the Effective Date, excluding derivative works or modifications of Contractor Software.

"Eligible User" means any entity for which the STO is authorized by law to procure Services hereunder.

"Exhibit" means a written supplement to this Contract as may be agreed upon by the Parties that set forth the price schedule for the services and deliverables detailed in this contract.

"ITN" means Invitation to Negotiate No. 03-STO-ITN-011, Wireless Data Services, issued by the STO on November 13, 2004.

"Parties" means the STO and the Contractor.

"Performance Standards" means specific measurement indicators or service levels representing timeliness and quality of task output as set forth in this this Contract.

"Project Manager" means those persons designated pursuant to Section 12.18 of this Contract.

"Services" means the information technology services to be provided by Contractor as described in Section 2 of this Contract, pursuant to the terms and conditions of this Contract, unless otherwise mutually agreed upon in writing by the Parties.

"Software" means those programs and programming, including all modifications, updates and enhancements thereto, and supporting documentation that are required to support the delivery of Services by Contractor.

"STO" means the State of Florida, acting by and through the State Technology Office.

"STO Materials" means any information (including business requirements and functional specifications), data, STO Software or other items provided by the STO or an Eligible User to Contractor or its subcontractors under this Contract.

"STO Software" means Software owned by the State or an Eligible User, or Software licensed by the State or an Eligible User from a third party.

"State" means the State of Florida and its departments and agencies, as applicable.

"State CIO" means the State of Florida's Chief Information Officer.

"TCP/IP" is the abbreviation for *Transmission Control Protocol/Internet Protocol,* the suite of communications protocols used to connect hosts on the Internet. TCP/IP uses several protocol, the two main ones being TCP and IP.

TCP/IP is built into the UNIX operating system and is used by the Internet, making it the de facto standard for transmitting data over network. Even network operating systems that have their own protocols, such as Netware also use TCP/IP.

1.2 Rules of Interpretation.

In this Contract, unless otherwise indicated or otherwise required by the context, the following rules of interpretation shall apply:

(a) reference to, and the definition of, any document (including any Exhibit) shall be deemed a reference to such document as it may be amended, supplemented, revised or modified in the method prescribed herein;

(b) except as explicitly stated otherwise, all references to a "Section" or "Exhibit" are to a Section or Exhibit of this Contract;

(c) the table of contents and Section headings and other captions are for the purpose of reference only and do not limit or affect the content, meaning or interpretation of the text;

(d) defined terms in the singular shall include the plural and vice versa, and the masculine, feminine, or neuter gender shall include all genders;

(e) the words "hereof", "herein" and "hereunder", and words of similar import, shall refer to this Contract as a whole and not to any particular provision of this Contract;

(f) the words "include", "includes" and "including" are deemed to be followed by the phrase "without limitation"; and

(g) any reference to a governmental entity or Eligible User shall include the governmental entity's or Eligible User's authorized successors and assigns

1.3 Hierarchy of Documents.

In the event of any conflict between the terms of this Contract and the ITN, the ITN, posted addenda, and the Contractor's responses shall govern. In the event of any conflict or inconsistency between the terms of the body of this Contract and the Exhibit of this Contract, the Contract shall govern.

Section 2 Scope of Services and Compensation

2.1 Purpose and Scope.

The purpose of this contract is to establish a three-year state term contract for the purchase of non-proprietary TCP/IP based statewide enterprise wireless data services. These services will be made available by the State Technology Office to all State of Florida agencies, and all SUNCOM eligible entities, in accordance with Chapter 282 Florida Statutes. The procured wireless data service is intended to provide mobile access utilizing TCP/IP data communications to the State's intranet such that this access is consistent with established State Technology Office Rules, Policies, Procedures, Standards, and Guidelines (reference http://myflorida.com/myflorida/State Technology Office/ for additional information). Since no one wireless data Service Provider offers statewide wireless data capabilities or coverage, the
State Technology Office is awarding a multi-Service Provider contract award. This contract document is the agreement between Verizon Wireless and the State Technology Office.

2.1.1 Contractor's Role.

The Contractor shall deliver the Services and Deliverables to the STO and Eligible Users for whom the

STO has procured such Services and Deliverables subject to the terms and conditions of this Contract, and shall act in a reasonably prudent manner, in accordance with generally accepted industry practices and shall follow all mutually agreed upon standards, terms, and conditions of this Contract. The Contractor's failure to perform its obligations under this Contract shall be excused to the extent that such failure results from the STO's breach of warranty, representations, or covenants, or STO's failure to perform its responsibilities under the Contract or any acts or omissions of an Eligible User to which Contractor is delivering Services or any third party contractor or agent of the STO or an Eligible User.

If information provided by the STO or an Eligible User is incomplete or incorrect, or if facilities, equipment, software, data, or other resources provided by the STO or an Eligible User are not in compliance with applicable laws, rules and regulations, or if any necessary authorizations or consents have not been obtained with respect to STO Materials provided to Contractor or its subcontractors, any work required to correct problems created by the use of such information or resources shall be treated as a Change request under Section 3.2 of this Contract which the parties shall implement and pursuant to which the Contractor shall be appropriately compensated for the additional work. The STO shall promptly notify Contractor of such inaccuracies, omissions, or noncompliance of which the STO becomes aware.

2.2 Specific Services and Deliverables.

The Contractor shall deliver Services and Deliverables in accordance with this contract.

2.3 e-Procurement Transaction Fee.

The State has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a transaction fee of one percent (1.0%) ("Transaction Fee"), which the Contractor shall pay to the State. The Transaction Fee shall apply to the portion of payment to Contractor that is not attributable to STO's agreed-upon overhead or remuneration.

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

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

Contractor's failure to comply with these requirements shall constitute a breach of a material obligation of this Contract by the Contractor, subject to Section 9 hereof. **CONTRACTOR DELINQUENT IN PAYING TRANSACTION FEES RESULTING IN AN EVENT OF DEFAULT MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Section 3 Contract Administration

3.1 Contract Management.

3.1.1 Program Management Responsibility.

The Contractor shall be responsible for managing the performance of all Services and the provision of all Deliverables required by this Contract.

3.1.2 Key Personnel.

The Parties agree that in order for efficient and effective communication to occur, clear lines of authority and areas of responsibility need to be identified for each Party. The "key personnel," and their duties with regard to this Contract are set forth in this contract. Each Party agrees to promptly notify the other in the event of any change in key personnel, or in the address or phone number of key personnel. In addition, the Contractor agrees that in the event it becomes necessary for the Contractor to change "key personnel" while performing the Services, substitution of said personnel shall take place only upon the STO's prior written consent which shall not be unreasonably withheld or delayed. Consent to replace is not required if such "key personnel" (i) resigns from Contractor or takes a leave of absence; (ii) is dismissed by Contractor for cause; (iii) fails to perform his or her duties or responsibilities pursuant to the Contract; or (iv) dies or is unable to work due to his or her disability; (v) changes job responsibilities voluntarily or through reassignment. However, the STO shall have the right to reject any proposed replacement key personnel, which rejection shall not be unreasonably made. For illustrative purposes, "key personnel" shall include Project Managers and any other persons designated as "key personnel" in this contract.

3.1.3 Knowledge of Intent to Transfer Corporate Interests.

The Parties recognize and agree that award of the Contract is predicated upon features of the Contractor's business organization. By execution of this Contract, Contractor represents that at the time of execution of this Contract it has no knowledge of any party's intent, either individually or as a group, to transfer more than 49.9% of all interests entitled to vote in the Contractor in one transaction or a series of transactions.

3.1.4 Meetings.

Within thirty (30) calendar days following the Effective Date, the Parties will mutually determine an appropriate set of periodic meetings to be held between the STO and the Contractor. At a minimum, these meetings will include periodic project status meetings and monthly meetings between the Parties' Product/Project Managers and any other necessary parties. For the monthly meetings, the Contractor shall publish an agenda a minimum of two business days in advance of the meeting to allow meeting participants a reasonable opportunity to prepare for the meeting. The STO must approve the agenda before Contractor publishes it, which approval may not be unreasonably withheld or delayed. The Contractor shall not be entitled to additional compensation for meeting preparation or attendance.

3.1.5 Meeting Minutes.

The Contractor shall provide detailed and well-documented meeting minutes for the periodic meetings referenced in paragraph 3.1.4 above. Draft meeting minutes will be distributed by the Contractor to individuals who attended the meeting on behalf of the STO within three (3) business days of the subject meeting so that any errors can be corrected and items not included can be added by the Contractor prior to issuance as a Deliverable.

3.1.6 Reporting.

The Parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the STO. At a minimum there shall be a monthly report summarizing the Contractor's performance, including Services and Deliverables accepted by the STO or due the STO, the failure of Contractor to provide any Services or Deliverables due or to otherwise meet Performance Standards, and any disputes between the Contractor and the STO regarding Services or Deliverables. Where the report includes any failure to provide Services or Deliverables, or to otherwise meet Performance Standards, the Contractor shall state a proposed method to cure such failure and to prevent such failure from recurring.

3.2 Change Orders.

As a general rule, Changes shall be permitted to the Contract by mutual agreement of the Parties, consistent with this Section 3.2. Such Changes may address, among other things, technological refreshment of the Services and Deliverables provided under the Contract, including the substitution or addition of Services or Deliverables within the scope of the Contract that may become available as a result of technological or professional improvements. The Parties may, at any time during the Term of the Contract, or any extensions thereof, mutually agree to modify the Contract to provide for the acquisition of additional Services and Deliverables within the scope of the ITN.

3.2.1 Change Order Process.

To propose a Change, either Party will deliver a written proposal (the "Change Order Proposal") to the other Party specifying the proposed Change and specifically identifying the basis for the proposed Change. The Change Order Proposal shall describe (i) the objective or purpose of the Change, (ii) the requirements and characteristics of the Services and Deliverables to be provided pursuant to such Change, and (iii) the requested prioritization and schedule for the Change. The Parties will cooperate with each other in good faith in discussing the scope and nature of the Change Order Proposal, the availability of Contractor personnel, expertise and resources to provide such Change, and the time period in which such Change will be implemented.

Within ten (10) business days of providing or receiving a Change Order Proposal, Contractor will prepare a written assessment of the proposal (the "Change Assessment") (i) describing any changes in products, services, assignment of personnel and other resources that Contractor believes will be required, (ii) estimating the increase or decrease in Contractor charges and/or STO remuneration that would be required due to such Change, (iii) specifying how the proposed Change would be implemented, (iv) describing the effect, if any, such Change would have on the Contract, including, but not limited to, time for performance, (v) estimating all resources required to implement such Change, (vi) describing the delivery risks and associated risk mitigation plans, and (vii) providing such other information as may be relevant to the proposed Change.

To the extent that a proposed Change is of such magnitude or complexity that it is not feasible for Contractor to produce a detailed Change Assessment within ten (10) business days, Contractor shall prepare a summary Change Assessment outlining such details regarding the prospective Change as Contractor can ascertain within ten (10) business days, and the Parties shall agree upon a schedule for the production of a more detailed Change Assessment.

The STO will review the Change Assessment and respond within ten (10) business days, indicating whether the STO desires Contractor to implement the Change pursuant to the Change Assessment. If so, the Parties will execute a change order based upon the Parties' agreement.

3.2.2 Effect of Change Orders.

Changes to the Services or Deliverables, manner or method of providing the Services or Deliverables, shall be made in writing and be executed by the STO and Contractor's authorized agent and otherwise in

accordance with the terms of the Contract. Contractor shall have no obligation or authority to commence work in connection with any Change until the schedule, the Services or Deliverables, the start and expiration dates, and any other terms and conditions proposed by a Party have been established and set forth in a written Change order executed by the STO and Contractor. Change orders may include or result in suspension of work.

3.2.3 Technology Refresh Proposal.

During the course of this Contract, the Contractor and the STO shall discuss at least annually technological refreshment in connection with the Services. If the Parties mutually agree, Contractor shall submit a Technological Refreshment Proposal for STO consideration to propose substitutions or additions for any provided Services and Deliverables that may become available as a result of technological improvements. If the Parties mutually agree, Contractor shall provide a live test demonstration of the substitute Service or Deliverable. The STO is under no obligation to modify this Contract in response to the Contractor's proposed additions or substitutions. Such additions or substitutions may include all or any part of a given Service or Deliverable provided that the following conditions are met and substantiated by documentation in the Contractor's Technological Refreshment Proposal:

(1) The proposed Service or Deliverable shall meet all of the technical specifications and terms and conditions of this Contract.

(2) The proposed product shall have capacity, performance, or functional characteristics equal to or greater than the current Service or Deliverable.

(3) The Technological Refreshment Proposal shall include all information that would be required in a Change Order Proposal and a Change Assessment as described in Section 3.2.1 hereof. The cost of Changes not specifically addressed in the Technological Refreshment Proposal shall be borne solely by the Contractor.

(4) The Technological Refreshment Proposal shall include a description as to how the suggested change would result in cost and/or service improvement savings to the State and/or Eligible Users.

Contractor has the right to revise, in whole or in part, any Technological Refreshment Proposal prior to acceptance by the STO. Contractor will use commercially reasonable efforts to ensure that prices for additions or substitutions are comparable to replaced or discontinued Services and Deliverables. If a Technological Refreshment Proposal is accepted and made a part of this Contract, an equitable adjustment modifying the Contract price and any other affected provision of this Contract shall be made in accordance with this section and any other applicable provision of this Contract.

Any Change orders to be made based upon a Technological Refreshment Proposal shall be made in accordance with Section 3.2.1 hereof, and shall be subject to the restrictions of Section 12.2 hereof.

3.3 Warranty.

3.3.1 Contractor Warranties.

The Contractor warrants that the Services and Deliverables shall be delivered in accordance with Performance Standards and specifications set forth in this Contract.

With respect to Deliverables for which warranties and the duration thereof are not addressed in the Contract, this warranty will remain in effect for a period of twelve (12) months following Acceptance of each Deliverable required by this Contract.

With respect to Services for which service levels and remedies are not addressed in the Contract the manufacturer's consumer warranty will apply. In no event will Contractor be responsible for replacement of lost, stolen, or damaged wireless modems not covered by the manufacturer's warranty or any extended warranty coverage selected.

3.3.2 Exceptions.

With respect to Deliverables, the warranty extends only to the Deliverables existing at the time of the STO's Acceptance, or as later modified pursuant to a Change order by Contractor, and does not apply to any modifications to the Deliverables made by anyone other than Contractor or its subcontractors or without Contractor's specific prior written consent, nor does it apply to any use of a Service or Deliverable in a manner or for any purpose other than those contemplated in the Contract. The above warranty shall not apply to any non-compliance caused by the STO's or an Eligible User's failure to use corrections or enhancements made available by Contractor.

3.3.3 WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY STATED IN SECTIONS 3.3, 12.27 AND 12.28, THE PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR'S WARRANTIES EXTEND SOLELY TO THE STATE AND TO THE APPLICABLE ELIGIBLE USER OF THE CONTRACTOR'S SERVICES.

STO and/or any eligible user of this Contract acknowledges that Verizon Wireless is not the Manufacturer of any of the wireless telephone equipment, and agrees that, to the extent permitted by law, Verizon Wireless has made and makes no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition or quality, of any of the wireless telephone equipment. STO and/or eligible user purchases the wireless telephone equipment from Verizon Wireless as is. Verizon Wireless shall not be liable to STO and/or eligible user for any loss, damage or expense of any kind or nature caused directly or indirectly by wireless telephone equipment or by the user or manufacturer thereof, or by any repair, service or adjustment theretoo or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsofever and howsoever caused. Verizon Wireless agrees to assign to the STO and/or the eligible user, as applicable, any manufacturer's consumer warranties as received by Verizon Wireless with respect to the wireless telephone equipment. STO and/or eligible user acknowledges that dissatisfaction with the wireless telephone equipment will not relieve STO and/or eligible user of any obligation under this agreement.

This Section 3.3 shall survive termination of this Contract, except that Section 3.3.1 shall not survive (other than for Services and/or Deliverables for which STO has already paid, or will pay, Contractor), termination by the STO under Section 12.2 or termination by Contractor due to a STO Event of Default.

3.4 Subcontractors.

Contractor is responsible for the acts or omissions of all subcontractors used by Contractor in the performance of Services during the term. All subcontractors require prior written consent by the STO.

3.5 Acceptance.

3.5.1 Time for Acceptance.

The STO will accept each Deliverable or Service when it meets the requirements of this Contract. Unless otherwise specified below, the STO shall have a maximum period of ten (10) business days after delivery of a Deliverable or Service to verify that the Deliverable or Service meets the Contract requirements. If the STO does not notify Contractor of a Nonconformity (as defined in Section 3.5.2.) with respect to a

Deliverable or Service within the time period required after delivery or redelivery of such Deliverable or Service under Section 3.5.2, the STO will be deemed to have accepted such Deliverable or Service. Notwithstanding the foregoing, Performance Standards set forth in the Contract shall apply throughout the term set forth therein.

All equipment will be shipped FOB to Customer's designated address, and title and risk of loss to equipment will pass to the Customer at the FOB location. Equipment will be shipped to Customer via standard transportation to the address specified on Customer's purchase order within ten (10) business days of receipt of purchase order based on equipment availability. Acceptance shall occur within fifteen (15) business days after Customer's receipt of such Equipment. If Customer accepts the Equipment tendered under this Agreement, such acceptance shall be deemed a complete discharge of all Verizon Wireless' obligations, and after such acceptance, Customer shall have no remedy against Verizon Wireless nor the right to revoke such acceptance for any reason provided; however, that if Customer or its Subscribers (individual Subscribers and/or lines) within the fifteen (15) business day period find the Equipment defective then Customer or its Subscribers shall return such Equipment and upon its return Verizon Wireless shall repair or replace the Equipment, or, if repair or replacement is not feasible, will refund to Customer or Subscriber the fees for the Equipment. Verizon Wireless will pay the cost for standard shipping. Notwithstanding the foregoing, Customer agrees to accept Verizon Wireless' reasonable determination concerning delivery to Customer's site, and upon Customer's request, Verizon Wireless shall provide documentation made available from the shipping commercial carrier to support such determination. Customer shall pay all costs for rush or overnight shipping orders.

3.5.2 Process.

The STO will conduct its acceptance review in a manner so as to identify how the Deliverable or Service materially fails to conform to the specifications or Performance Standards in the Contract (each such material failure constituting a "Nonconformity"). After the State notifies Contractor in writing of any Nonconformity, specifying for each Nonconformity how the Deliverable or Service materially fails to meet the applicable specifications or Performance Standards, and if the remedy for such Nonconformity is not addressed in the Contract, Contractor shall correct such Nonconformity within ten (10) business days, or proceed on another mutually acceptable basis as set forth and agreed to in writing by the Parties. The State shall then have an additional ten (10) business days commencing upon Contractor's redelivery of the Deliverable or Service to verify that the previously reported Nonconformity has been corrected and report any Nonconformity caused by the correction of the previous Nonconformity.

3.6 Control of Resources.

During the term of this Contract, except as otherwise provided in this Contract or mutually agreed to by STO and Contractor, Contractor shall have the exclusive right to manage all Contractor resources, and all STO resources managed by Contractor, used in providing the Services as Contractor deems appropriate, including, without limitation, the right to relocate and substitute computer equipment, personnel and other resources, and to change computer configurations and procedures. Notwithstanding the provisions of the foregoing sentence, if any such relocation, substitution, or change will materially affect the STO, then Contractor shall provide the STO with prior written notice thereof. Upon receipt of such notice, if such change shall upon implementation result in a material change in the pricing/remuneration terms of the Contract, the STO must approve or disapprove of same in writing; provided, that if such change involves implementation of a more current version of Software and if, upon such implementation the version currently in use will no longer be supported by the licensor of the Software, then the STO's approval shall not be required. If Contractor has not received written notice of disapproval by the STO within five (5) days after receipt by the STO of such notice thereof from Contractor, then the STO shall be deemed to have approved such change. The relocation outside the State of Florida by Contractor of personnel or other resources dedicated to providing Services shall require the prior written consent of the STO.

Except as specified in Section 7 of this Contract, any assets owned by the STO (including such assets substituted by the Contractor under this Section) under control of or in the possession of the Contractor

upon termination of this Contract shall be promptly returned by the Contractor to the STO. Unless otherwise specified in the Contract, Contractor shall maintain all such assets, including perpetual licenses, under its management or control until such time as those assets are returned to the STO.

3.7 Other Obligations.

Neither Party assumes any obligations or liabilities of the other Party except as expressly provided in this Agreement.

3.8 STO Responsibilities.

During the Term of this Contract, the STO shall retain all responsibilities related to its information technology services requirements.

3.8.1 Data Entry.

Except to the extent that Contractor is responsible under the Contract for inputting data or verifying the accuracy of such data, (a) the STO shall be responsible for inputting all data for processing by the Contractor and verifying the accuracy of all data so entered, and (b) the Contractor shall not be responsible for errors in the Services, including data entry, programs, data files, or output provided to or maintained for the STO, resulting from errors in the STO's or an Eligible User's input data or from the STO's or an Eligible User's failure to comply with Contractor's operating instructions which shall be provided pursuant to the Contract.

3.8.2 Operating Instructions.

The STO will comply with all reasonable operating instructions provided from time to time by the Contractor in writing and in advance to the STO for purposes of assuring proper and efficient delivery of the Services, which instructions must comply with instructions or protocols provided by third party vendors.

3.8.3 Cooperation.

The STO will cooperate with the Contractor by making promptly available, as reasonably requested by the Contractor, such management decisions, personnel, information, data, facilities, approvals and acceptances to the Contractor as may be required to enable the Contractor to properly perform its obligations under this Contract.

Section 4 Financial Management

4.1 Audit Rights.

The Contractor recognizes and acknowledges the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and recognizes and acknowledges that it is providing services under this Contract to the State. As such, upon reasonable notice the Contractor shall provide the State, including any authorized officer or employee of the State, with reasonable access to inspect and copy at the Contractor's expense all records and information, including records and information stored electronically, related to this Contract that are public records under Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and which are not exempt from disclosure. In connection with such access, Contractor shall permit inspection and copying of records in the possession of the Contractor by officers or employees authorized to have access in the performance of their official duties. Without limiting the class of those authorized to perform an audit, the Contractor acknowledges

that the Department of Financial Services, the State Auditor General, the Florida Department of Management Services' Inspector General, the Office of Program Policy and Government Analysis, applicable federal agencies, and independent agents hired by the foregoing or the STO may conduct audits. The following records are specifically excluded from inspection, copying, and audit rights under this Contract: (i) financial records of the Contractor that are unrelated to this Contract, (ii) documents created by and for the State or other communications related thereto that are confidential attorney work product or subject to attorney-client privilege, unless those documents would be required to be produced for inspection and copying by the State under the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, and (iii) information of the Contractor that is a trade secret or otherwise confidential in accordance with then-applicable State law. The STO acknowledges, however, that if such audits disrupt the Contractor's operations or degrade Contract performance, including compliance with Service Levels or Performance Standards, the Contractor shall not be liable for any breach of Contract requirements or failure to meet Performance Standards related to such disruption or degradation. Contractor must provide STO with notice as promptly as possible of any such disruption or degradation that will occur or has occurred and shall make any commercially reasonable efforts (without incurring significant cost) to mitigate such disruption or degradation. Each Party shall be responsible for its own costs associated with audits. Information disclosed during any such audit is subject to the requirements of Chapter 119, Florida Statutes, and section 24, Article I of the Florida Constitution, including any exemptions therefrom.

4.2 Payment Upon Termination.

In the event of termination of this Contract in accordance with the provisions of this Contract, the STO agrees to pay the Contractor as provided in Section 11 hereof, or as appropriate, to take actions required by Section 12.2 hereof. To be eligible for payments under Section 11, Contractor shall submit to the STO, within one hundred-twenty (120) calendar days after the effective date of termination, a request for payment of such amounts. However, the STO will immediately pay any amounts previously invoiced and not paid and amounts due and owing pursuant to the Contract. Requests submitted later than one hundred-twenty (120) calendar days after termination will not be honored and will be returned unpaid, provided that the STO may grant exceptions to this requirement as appropriate. Notwithstanding anything to the contrary in this Section 4.2, payment for Services requested by the STO and provided by the Contractor after termination, including transition assistance, shall be paid as mutually agreed upon. Notwithstanding anything to the contrary, the Contractor shall be afforded an opportunity to amend its final invoice in the event inaccuracies therein are directly attributable to erroneous data provided by the STO or an Eligible User, provided Contractor delivers such amended invoice to the STO or Eligible User within 90 days after becoming aware of such erroneous data.

In the event the STO pays any termination costs to the Contractor, the STO shall have the right to have an independent auditor, paid for by the STO, audit the Contractor's costs to verify that termination costs paid to Contractor were costs consistent with the scope of the Contract and actually incurred by Contractor. The intent of such audit shall not be to review the Contractor's business judgment. Contractor agrees to cooperate with any such audit. In the event the audit concludes that the STO paid any amounts to the Contractor in excess of costs within the scope of the Contract and actually incurred by Contractor, the Contractor shall refund such amounts to STO within 10 days of written notice of such finding.

If the Parties wish to dispute any amount to be paid or refunded, they may do so only in accordance with Section 10 of this Contract.

4.3 Invoicing and Payment.

4.3.1 Invoices.

The Contractor shall submit monthly invoices to the STO for payment for Services rendered during the preceding period, as set forth in the Contract hereto.

The billing cycle for this contract shall be a maximum of thirty (30) days from date of first bill.

The electronic CSA must be routed back to State Technology Office using the Automated Online CSA system within ten (10) calendar days after the service or facility is installed, with Block 7 completed.

Monthly billing statements must be current. The State Technology Office will not be obligated to pay for services made earlier than two billing cycles prior to the current month unless agreed upon in advance by the State Technology Office. Billing in arrears (more than one bill cycle) or in advance is not acceptable and the State Technology Office will not be obligated to pay unless agreed to in advance.

Verizon Wireless agrees to provide STO with a readable VISION CD-ROM bill by the sixth day of each month. The VISION CD-ROM bill consists of three files in ASCII comma delimited format:

- Summary File
- Call Detail File
- Remittance File

Each CD-ROM bill will be for a full billing cycle and may contain call records that are up to sixty days in arrears.

Verizon Wireless will provide the STO with the standard file layouts for the CD-ROM bill and STO must approve them.

Verizon Wireless agrees that it will pay STO liquidated damages of one thousand dollars ($1,000.00) per day for each day, until the end of the month, for each day after the sixth (6th) day of the month that it is unable to provide STO with a readable CD-ROM bill, .

STO will be responsible for prorated services for the initial portion of the first month of services unless service is activated on the first day of the new billing period. All monthly access fees are billed one month in advance"

Any readable CD-ROM bill timely submitted and in accordance with the standard file layout will not be subject to any monetary damages.

Verizon Wireless will remit the required Administrative Surcharge to STO for up to twenty-five (25) subscriber lines with direct billing. Verizon Wireless will remit the Administrative Surcharge to STO in the form of a monthly credit to STO's wireless service bill. Verizon Wireless understands that the twenty-five line limit is adequate to cover the number of subscriber lines that STO anticipates will utilize direct billing.

The State Technology Office retains audit authority for all services provided as a result of this Contract.

4.3.2 Disputed Invoices and Penalties.

If the STO reasonably and in good faith disputes, or the Chief Financial Officer disputes, that any portion of any amount claimed by Contractor is payable or has been erroneously paid, as the case may be, then the STO will provide Contractor with written notice specifying the disputed amount and the basis for the dispute in reasonable detail within forty (40) calendar days of the date the invoice is received, and will pay any undisputed portion of the amount in accordance with Section 4.3.3. Upon resolution of the disputed portion, any amounts owed to Contractor shall be paid within forty (40) calendar days after the date of resolution. In the event a Party files for administrative review of a decision regarding such a dispute pursuant to the procedure of Section 10.1 hereof, the Contractor shall have the right, provided it has given thirty (30) days advance written notice, to cease performance of Services or Deliverables for which payment is in dispute, or the earlier of: (a) provided at least one hundred thirty (130) days has lapsed from the date the notice of dispute has been sent pursuant to this Section, the date the amount in dispute exceeds two million ($2,000,000.00) dollars or (b) ninety (90) days after such filing.

Liquidated damages shall be assessed against the Contractor if the Contractor fails to provide a readable

and accurate file within the first (6) days of the month as noted above. Contractor shall use reasonable commercial efforts to produce an accurate file. Beginning the seventh day, the State Technology Office shall levy against the Contractor at fault as liquidated damages a credit of $1,000 per day for each day, until the end of the month, to the Contractor's billed amount for any delays in providing a readable and accurate file, up to a maximum of $36,000 for the entire term of the contract.

4.3.3 Payment.

In accordance with section 215.422, Florida Statutes, if payment is not issued within forty (40) calendar days, measured from the latter of the date the invoice is received, or the Services or the Deliverables are accepted under Section 3.5.1, an interest penalty will be due to Contractor at a rate as established pursuant to section 55.03(1) of the Florida Statutes on the undisputed unpaid balance from the expiration of such forty (40) calendar day period until such time as the payment is issued to the Contractor. Invoices returned to the Contractor due to preparation errors will result in a payment delay. The forty (40) calendar days to issue invoice payments shall not start to run until a properly completed invoice is provided to the STO. A properly completed invoice shall not be deemed provided to the STO unless, at a minimum, invoice detail, by Service provided to each Eligible User, has been submitted to the STO in an electronic format specified in writing by the STO. Interest penalty disputes shall be resolved in accordance with Rule 3A-24.004, Florida Administrative Code.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate of vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

Contractor will be paid monthly for wireless service air-link. Megabyte options are available at a fixed monthly access fee discount of 17% and an unlimited option at a fixed monthly access fee discount of 25%.

The monthly recurring cost shall also include all applicable activation fees, management fees, roaming fees, regulatory fees, taxes, and any and all other associated charges.

Contractor must not provide a roaming fee within the State of Florida. Verizon Wireless will not provide a roaming fee within the State of Florida for users who select the Airprime 5220 aircard.

Contractor must ensure that optional monthly recurring cost, is on a per user basis, for all cost associated with the user authentication system.

Contractor must ensure that the per-Kilobyte rate proposed in the Contractor's response to the ITN is the rate charged to the end-user for data transmissions above the applicable user selected tier.

Contractor shall provide credits for incorrect account charges, and shall make commercially reasonable efforts, to confirm disputed charges and reflect applicable credits within one (1) billing cycle.

The State Technology Office shall have a forty-five (45) day period to review, reconcile, and make payment to the Contractor upon receipt of a correct Wireless Data Service bill.

A copy of Contractor's invoice must contain at a minimum a CSA number, customer name, description of services, number of users, unit prices(s), extended price(s) and total invoice amount.

Contractor shall furnish invoices in the agreed upon Vision CDROM format.

The parties acknowledge that search, sort, retrieve and print features are functions of STO's billing software used to read the Contractor's electronic file. Contractor's electronic file must be compatible with search and sort features including, but not limited to: CSA number, Mobile Telephone Number (MTN) (if applicable), authorizing agency, user name, and company or affiliate name, and be capable of retrieving and sorting MTN's (if applicable) with additional usage charges. Electronic files must be compatible with

the ability to identify and sort new accounts complete with MTN's (if applicable) from the pervious month, and be compatible with retrieving and sorting individual invoices and/or CSA's for each user account. Electronic files must be compatible with ability to export all data to any Microsoft® software suite. In addition, the electronic file must be compatible with print capabilities consisting of print page, section or entire bill.

Contractor shall furnish a copy of the billing data on permanent storage media. The storage media shall be non-proprietary computer storage compact disk (CD).

The Contractor shall provide a detailed line item report grouped by State agency or SUNCOM eligible entity. The summary report shall be a summarization of the total bill to the State Technology Office. The credit report shall be a line item report group by State agency or SUNCOM eligible entity. Summary information shall be provided each contract quarter to the State Technology Office.

4.4 Competitive Pricing.

The Parties agree to review on an annual basis the competitiveness of the prices the Contractor charges to the STO for Services and Deliverables by comparing the combined pricing for all Services and Deliverables provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States state government customer for a mix of services and deliverables substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving goods and services from Contractor at a combined price below that being charged to the STO pursuant to this Contract, the Parties agree to amend this Contract as necessary to reflect the lower price; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from Services and Deliverables provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts.

In connection with the review described in this Section 4.4, Contractor has no obligation to provide the STO with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

Section 5 One Florida

5.1 Utilization of Small Business Concerns.

It is the policy of the State that minority and woman-owned business enterprises (MWBE) have the maximum practicable opportunity to participate in performing State contracts (see the Office of Supplier Diversity website at http:\\osd.dms.state.fl.us). The Contractor hereby agrees to use reasonable efforts to carry out this policy in the awarding of subcontracts to the extent consistent with efficient Contract performance. The Contractor further agrees to reasonably cooperate in any studies or surveys as the State may conduct to determine the extent of the Contractor's compliance with this clause.

5.2 Contractor's Commitment.

At a minimum, Contractor shall:

- Comply with One Florida, Equity in Contracting, as set forth in Executive Order 99-281 (see http://www.state.fl.us/eog/executive_orders/1999/november/eo99-281.html).
- Identify and report MWBE participation.

- Provide opportunities for MWBE participation.

5.3 Non-Discrimination and Equal Opportunity.

The Contractor agrees to not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in their employment practices and with respect to availability and accessibility of services to the public. The Contractor agrees to comply with all applicable laws of the State of Florida and of the United States of America, regarding such non-discrimination and equality of opportunity. Furthermore, in accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity and may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. By reference, the Contractor submits that it is not in material violation of any laws referenced herein as of the Effective Date and for the life of the Contract. Any material violation of such laws by Contractor will be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

Section 6 Performance Standards

Contractor agrees to all of the technical requirements/performance measures provided in the Contract.

Section 7 Software and Intellectual Property

7.1 STO Materials.

To the extent required by the Contract, the STO will provide, and will use commercially reasonable efforts to ensure applicable Eligible Users provide, to the Contractor and its subcontractors the STO Materials as required to enable the Contractor to provide the Services during the term of this Contract. The STO will obtain, and will use commercially reasonable efforts to have Eligible Users obtain, all consents necessary to permit the STO and applicable Eligible Users to provide the STO Materials to Contractor and its subcontractors and to permit Contractor and its subcontractors to use the STO Materials as required to provide the Services, and will provide evidence of such consents to Contractor at its request. The STO will make all payments necessary, and will use commercially reasonable efforts to ensure applicable Eligible Users make all payments necessary, to obtain such consents, and the Contractor will cooperate with the STO and Eligible Users in obtaining such consents. Contractor shall use commercially reasonable efforts to minimize the cost of any such cooperation. In the event that STO Materials or Contractor's and its subcontractors' use thereof in accordance with this Contract infringe or violate the rights of any third parties or any applicable legal requirements, Contractor's sole remedy shall be as set forth in Section 2.1.1 hereof. All STO Materials provided or used by the STO or Eligible Users pursuant to this Contract shall remain the exclusive property of the STO, Eligible Users, or their licensors, unless expressly provided otherwise in the Contract. The Contractor shall not have or obtain any rights in STO Materials provided to the Contractor under this Contract other than to use the STO Materials solely for the purpose of performing any required responsibilities of the Contractor as otherwise permitted under this Contract, or as otherwise may be authorized by the STO in writing from time to time.

Unless expressly provided otherwise in the Contract, the STO will be responsible for, and will use commercially reasonable efforts to ensure applicable Eligible Users are responsible for, maintaining their respective STO Software and for any license or maintenance fees related to providing their respective STO Software for use by the Contractor and its subcontractors under this Contract. Unless Contractor is paying maintenance or license fees related thereto pursuant to the Contract, Contractor shall use STO Software only for purposes of this Contract. The use of STO Software by the Contractor shall be subject to any restrictions and other license terms for such Software (including any restrictions and license terms contained in applicable third party license agreements).

7.1.1 Deliverables

Contractor must provide deliverables as outlined below and must be capable of receiving on-line CSA's within 30 days from the effective date of the contract:

1. Provide protection against fraudulent use of Contractor's wireless technology, as provided in Contractor's responses to the Invitation to Negotiate.
2. "Wireless Data", "Wireless Data Service", or "Wireless Service" shall be synonymous with wireless mobile data access service and is intended to describe TCP/IP mobile data access to applications that reside within the State's intranet via a wireless modem (or other appropriate device) utilizing 2.5G and greater (high speed) wireless cellular technologies.
3. Contractor must reimburse the State Technology Office $1,000 per day as liquidated damages for each day after September 30, 2004 that the migration of existing CDPD users to the new wireless service is incomplete provided that the STO places an initial order with Contractor on or before August 31, 2004 which order may include up to 3,000 current CDPD users desiring to move to Contractor's service.
4. Contractor shall be solely responsible for the maintenance, and administrative servicing of all services and facilities provided during the life of the contract, regardless of whether the Contractor owns or leases these facilities.
5. The Contractor must establish an account and utilize the Automated Online CSA system.
6. Contractor shall furnish up to fifteen (15) wireless data test accounts to the State Technology Office for test and performance evaluation purposes for the life of the awarded contract at no cost. Hayes must supply 15 test accounts for Verizon Wireless.
7. Contractor agrees to provide, on an annual basis during the Term of this Contract, and at no cost to the State Technology Office, (up to $2,500 per employee for a total of $5,000 annually, to include travel, lodging, meals, registration fees, etc.) attendance for two (2) State Technology Office employees for technical training classes, and/or a technology applications visit, and/or an update conference(s) such as user group meeting(s).
8. Contractor must provide as an option the transmission modem as part of the Wireless Data Service. The State Technology Office shall not be held accountable for lost, stolen, or damaged wireless modems. The Contractor may hold liable the end user or the applicable agency.

9 Contractor must provide all applicable modem software and continuously update the modem software remotely through the wireless network to the latest revision available from the modem manufacturer.

10 Contractor shall deliver the modem to the integrator (Hayes) for the end-user distribution.

11 Contractor must provide that the dynamic IP address scheme or solution must be capable of assigning a particular user-group to a specific IP address range or pool.

12 Contractor must furnish dynamically configurable publicly routable IP address ranges as required by the State Technology Office or SUNCOM eligible customer.

13 Contractor's wireless network solution must provide an option of supplying or blocking end-user Internet access based on the modem's IP address.

14 Contractor must ensure that all equipment and facilities are compliant with associated wireless data systems, and industry standards, and all other applicable requirements.

15 Contractor must employ the current case management (helpdesk) system in use by the State Technology Office for any issues associated with the services offered. This includes any functions available in the Enterprise Technology Services Desk (ETSD) and any processes required for escalation of issues to be resolved. Any integration or cost associated with said utilization will be the responsibility of the Service Provider(s).

16 Contractor shall provide helpdesk support to all wireless data customers continuously 24x7x365 (24 hours per-day, 7 days per-week, 365 days per-year) for the life of the contract.

17 Contractor must provide a centralized trouble reporting and maintenance system (Contractor's NCC) that is staffed 24 hours a day, seven days a week, 365 days per year.

18 Contractor must warrant that all work performed complies with customary, reasonable, and prudent standards of care in accordance with the industry and must perform any and all services desired herein in a professional manner.

19 Contractor must be capable of receiving on-line CSA's within 30 days of the effective date of the contract.

7.1.2 Balance of Line

The State Technology Office reserves the right to accept any optional equipment as balance of line equipment at negotiated prices, agreed to by both parties. Balance of line equipment may include, but is not limited to, smart devices with personal digital assistant capabilities and e-mail applications (blackberries, Tero 600's, Hitachi 1000, etc.), and other equipment at any time during the term of this Contract. Additionally, new products may be added upon agreement by the parties and prices negotiated accordingly.

7.2 Trade Secrets.

In the course of performance hereunder, the Contractor may use or provide to the STO proprietary products, materials, information, tools, and methodologies that are the trade secrets of the Contractor or third parties (collectively "Proprietary Items"). The STO and applicable Eligible Users shall have or obtain no rights in such Proprietary Items (or in any modifications or enhancements to them) other than (i) to use them as authorized by Contractor in writing from time to time solely for purposes of performing any required responsibilities under this Contract, (ii) to the extent the Proprietary Items are incorporated into a Deliverable, to use them as part of the Deliverable for purposes of the STO's and applicable Eligible Users' internal business only, (iii) pursuant to the standard license for such Proprietary Items or, in the case of Proprietary Items owned by third parties, pursuant to terms acceptable to the applicable third party, or (iv) as otherwise provided in this Contract. If Proprietary Items are made available to the STO under (i) or (ii) above, they will be made available in an "AS IS" condition and without express or implied warranties of any kind; those Proprietary Items made available under (iii) above shall be subject only to applicable terms of the applicable license. Notwithstanding the foregoing, nothing in this Contract shall limit the STO's rights as set forth in Sections 7.2 and 7.3 hereof, or the full exploitation of those rights by the STO.

The Contractor and the STO each acknowledge that the Software provided by the other Party (excluding Developed Software) includes proprietary information of the other Party, and each Party agrees to keep and treat such Software as a trade secret or otherwise confidential, at all times, consistent with Florida law.

7.3 Source Code.

With respect to Contractor Software owned by the Contractor and provided to the STO under this Contract, at the STO's request the Contractor shall, at Contractor's option, (1) provide the STO with source code for such Software, or (2) place such source code in a third party escrow arrangement with a designated escrow agent, which shall be identified to the STO, and which shall be directed to release the deposited source code if Contractor materially fails to provide support and maintenance for the Contractor Software as required under this Contract or if Contractor ceases business activities, in accordance with an escrow agreement acceptable to the STO (which acceptance may not be unreasonably delayed or withheld). If Contractor is required under this Contract to provide support and maintenance for such Contractor Software, such source code shall be updated for each new release and modification of the relevant Software issued during the term that Contractor is required to provide support and maintenance. The STO's use of such source code shall be limited to support and maintenance of the Contractor Software for internal use during the term of the license until such time as Contractor resumes support and maintenance for such Software as required under this Contract. The Contractor shall identify the escrow agent upon delivery of the Contractor Software and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph and the applicable escrow agreement.

With respect to Contractor Software licensed by the Contractor or its subcontractors from a third party and provided to the STO under this Contract, Contractor shall use commercially reasonable efforts to obtain for the STO source code escrow consistent with this Section 7.5.

All source code related to Developed Software shall be delivered with Developed Software.

The parties agree and acknowledge that this Contract is for the provision of wireless data services by the Contractor and not for the development of software or the purchase of software by STO from the Contractor. The parties further agree that any software Contractor uses to provide wireless data services is not software such as is described in Section 7.3 Source Code and that Contractor shall not provide source code to STO for such software.

Section 8 Insurance

8.1 Insurance Coverage.

The Contractor shall, at its own expense, maintain the insurance coverage outlined below. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. Contractor performance under this Contract may not commence until certificates of insurance evidencing the required coverage's are provided to the STO.

8.1.1 Commercial General Liability.

The Contractor shall maintain commercial general liability insurance in a face amount of $2,000,000. The STO shall be named as an additional insured in the general liability coverage policy. Each policy shall include thirty (30) calendar days prior written notice to the STO of cancellation for any coverage.

8.1.2 Workers' Compensation Insurance.

The Contractor shall maintain Workers' Compensation insurance as required for the State of Florida under the relevant Workers' Compensation law. The insurance shall cover all of the Contractor's employees connected with the services provided under this Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Federal and Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the State, for the protection of employees not otherwise protected.

8.1.3 Automobile Liability Insurance.

The Contractor shall maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired autos used in connection with this Contract. The limits (inclusive of any amounts provided by an umbrella or excess policy) shall be $5,000,000 for each occurrence-bodily injury and property damage combined.

8.1.4 Professional Indemnity Insurance.

The Contractor shall maintain professional indemnity (errors and omissions) insurance appropriate for the services provided under this Contract. The limits shall be $10,000,000 per claim.

8.2 Subcontractor Insurance Coverage.

All subcontractors of the Contractor shall maintain the insurance appropriate to the scope of their work.

8.3 Proof of Insurance.

At the request of the STO, the Contractor shall provide to the STO certificates or other mutually agreed upon proof of such insurance or proof of its ability to self-insure satisfactory to the STO, including renewal or replacement evidence of insurance no more than fifteen (15) days following the expiration or termination of any insurance.

8.4 Deductible Amounts.

The Contractor shall be responsible for payment of its deductible.

8.5 Self Insurance.

For any insurance coverage required hereby, Contractor may use a self-insurance program, provided such program has received prior written approval of the State, which approval may not be unreasonably withheld.

Section 9 Default and Remedies

9.1 Contractor Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the Contractor hereunder:

(a) Payment. The failure of the Contractor to pay to the STO any sum of money required hereunder, other than amounts disputed in good faith in accordance with Section 4.3.2, within forty-five (45) calendar days after receipt of written notice from the State that the same is due; or

(b) Performance. Any one of the following events by the Contractor, which is not cured within thirty (30) calendar days (except as specified in (d) below) after receipt of written notice of breach from the State, provided, however, that if the parties mutually agree to extend the period or if such cure is of a nature that it could not reasonably be performed within thirty (30) calendar days, such 30-day period may be extended so long as the Contractor begins performance within such 30-day period and thereafter diligently and continuously pursues performance:

(1) Contractor breaches a material obligation under this Contract where such breach and a respective remedy or credit is not covered under a description of Performance Standards set forth in the Contract hereto; or
(2) The Contractor knowingly employs an illegal alien in the performance of Services; or
(3) The Contractor becomes insolvent or is declared bankrupt; or
(4) The Contractor files for reorganization under the bankruptcy code; or
(5) The Contractor commits any act of bankruptcy or insolvency, either voluntarily or involuntarily; or
(6) The Contractor made or has made an intentional and material misrepresentation or omission in any materials provided to the State; or
(7) The Contractor fails to promptly pay any and all undisputed taxes or assessments imposed by and legally due the State or federal government; or
(8) The Contractor admits in writing its inability to pay its debts or makes an assignment for the benefit of creditors without the approval of the State; or
(9) The Contractor knowingly utilizes a vendor in the performance of Services which has been placed on the State's Convicted Vendors List; or

(10) The Contractor improperly refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Contract and not otherwise exempt from disclosure as a trade secret or otherwise confidential under then-applicable law; or

(11) The Contractor refuses to allow auditor access to Contractor's facilities or otherwise fails to cooperate with an audit as required by the Contract under Section 4.1 in a manner that materially impedes such audit; or

(c) With regard to the events involving bankruptcy or insolvency (events 3 - 5), the Contractor shall, at the discretion of the STO or pursuant to court order, be considered as having cured the event by submitting a post-bankruptcy or post-insolvency guarantee to the STO that the Contractor intends to complete Contract performance despite its bankrupt or insolvent status.

(d) With respect to the events described in subsections (2), (9), and (10) of (b) above, the cure period for Contractor shall be no more than five (5) business days.

9.2 STO Remedies in the Event of Default.

If an Event of Default has occurred pursuant to Section 9.1 above, the STO shall have the right to terminate this Contract with respect to which there has been an Event of Default by Contractor. If the STO elects to terminate, then the STO shall provide the Contractor with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this Section 9.2 and reciting that the STO intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.2 and provides that the STO intends to pursue termination of the Contract if the Event of Default is not cured. If the Contractor fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the STO may terminate the Contract and exercise all of its remedies, including all those at law or equity consistent with the terms of this Contract. In the event of termination, the Parties shall work together in good faith to phase out the Services of this Contract consistent with Section 4.2.

Upon the occurrence of an "Event of Default" on the part of the Contractor, the STO is entitled to any one or all of the following remedies:

(a) termination of the Contract in accordance with this Section 9.2;

(b) seek equitable relief and/or institute legal proceedings against the Contractor consistent with the terms of this Contract to collect payment of any damages or sums owed by the Contractor hereunder, or to compel the performance of any obligation required to be performed by the Contractor hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(c) without limiting the foregoing, Events of Default resulting in termination of this Contract by the STO may also result in:

(1) The Contractor's name being removed from State Purchasing vendor mailing list(s).

(2) All State agencies being advised not to do business with the Contractor without written approval from the Division of State Purchasing until such time as the Contractor reimburses the State for all reprocurement and transition costs.

9.3 STO Events of Default.

Any one or more of the following events shall, after the required notice(s) and opportunity to cure, constitute an "Event of Default" on the part of the STO:

(a) The STO fails to timely pay any amounts owed to Contractor under the Contract as provided in Section 4.3 hereof, other than amounts disputed in good faith in accordance with Section 4.3.2; or

(b) The STO breaches any other material obligation under this Contract. The cure period for a material breach by the State shall be thirty (30) calendar days from receipt of notice of material breach; or

(c) Upon the occurrence of an "Insolvency Event of Default." The occurrence of any one or more of the following events shall constitute an "Insolvency Event of Default":

(1) the State admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; or

(2) any affirmative act of insolvency by the State or the filing by or against the State (which is not dismissed within ninety (90) days) of any petition or action under any bankruptcy, reorganization, insolvency arrangement, liquidation, dissolution or moratorium law, or any other law or laws for the relief of, or relating to, debtors; or

(3) the subjection of a material part of the State's property to any levy, seizure, assignment or sale for or by any creditor, third party or governmental agency.

9.4 Contractor Remedies in the Event of Default.

Upon occurrence of an "Event of Default" on the part of STO, the Contractor is entitled to any one or all of the following remedies:

(a) seek equitable relief and/or institute legal proceedings against the State consistent with the terms of this Contract to collect payment of any damages or sums owed by the State hereunder, or to compel the performance of any obligation required to be performed by the STO hereunder including, where appropriate, actions for specific performance and/or injunctive relief; and

(b) terminate the Contract. If an Event of Default has occurred pursuant to Section 9.3 above, the Contractor shall have the right to terminate this Contract with respect to which there has been an Event of Default by the STO. If the Contractor elects to terminate, then the Contractor shall provide the STO with a second written notice ("Termination Notice") evidencing its intent to terminate the Contract pursuant to this subsection and reciting that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. The Termination Notice will not be effective unless it references this Section 9.4 and provides that the Contractor intends to pursue termination of the Contract if the Event of Default is not cured. If the STO fails to cure the default within ten (10) calendar days from receipt of the Termination Notice, then the Contractor may terminate the Contract and exercise all of its remedies hereunder.

In the event of termination, subject to Section 4.2, the Contractor shall work with the STO in good faith to phase out the Services of this Contract.

9.5 STO May Cure.

If the Contractor commits an "Event of Default" in the performance of any term, provision, covenant or condition on its part to be performed hereunder, the STO may, upon notice to the Contractor, perform or have performed for it the same at the reasonable expense of the Contractor. If, at any time and by reason of such Event of Default, the STO elects to pay any sum of money or do any act which will require the payment of any sum of money, or incur any expense in the enforcement of its rights under this Section 9.5, such sum or sums in excess of the amounts that would have been payable to Contractor for such performance under this Contract, together with a rate of interest, if applicable set forth in section

55.03(1), Florida Statutes, shall be repaid to the STO by the Contractor promptly when billed therefore within the timeframe set forth in Section 9.1(a) hereof. The STO shall use commercially reasonable efforts to mitigate any such costs.

Section 10 Dispute Resolution

10.1 Dispute Resolution.

In the event of any dispute concerning performance under the Contract, the Parties shall use good faith efforts to resolve such dispute informally. Such good faith efforts shall include the provision of written notice describing the basis for the dispute by the Party claiming a dispute to the other Party, and at least one meeting between a management employee of Contractor and the STO's Purchasing Director or other personnel of the Parties with authority to resolve the dispute. If such dispute is not resolved within 30 calendar days after receipt of the initial written notice of the dispute, the dispute shall be referred to the State CIO who shall, within 30 calendar days, make a decision regarding the dispute, reduce the decision to writing and serve a copy on the Contractor. Prior to making any such decision, the CIO shall provide each Party a reasonable opportunity to present its position with respect to the dispute, and shall meet with a representative of the Contractor to attempt to resolve the matter. The decision of the CIO shall be final and conclusive unless within twenty-one (21) days from the date of receipt of the decision, the Contractor files with the State for administrative review.

10.2 Performance to Continue.

Each Party shall continue to perform its obligations under the Contract pending final resolution of any dispute arising out of or relating to the Services subject to Section 4.3.2.

10.3 Confidentiality.

All negotiations pursuant to Section 10 of this Contract shall be treated as compromise and settlement negotiations. Nothing said or disclosed, and no document produced (including any notice, response, offer, argument, admission, finding, recommendation, ruling, opinion, or conclusion), in the course of or in connection with such negotiations that is not otherwise independently discoverable and admissible as evidence shall be offered or received as evidence or used for impeachment or for any other purpose in any arbitration, litigation, administrative proceeding, or other dispute resolution process or proceeding. Neither the STO nor the Contractor shall disclose to any third party, except as may be required by applicable law, any communications or negotiations related to such negotiation or mediation. Neither the STO nor the Contractor shall call as a witness, depose, interrogate, or interview; or attempt to call as a witness, depose, interrogate, or interview, any attorney who participated in the negotiations or mediation for the other Party as to any involvement of such attorney in any aspect of such negotiations or mediation.

10.4 Payment of Fees and Costs.

Except as otherwise provided under the Contract, the STO and the Contractor shall each bear its own costs and expenses incurred in connection with any negotiations pursuant to this Section 10 of the Contract. In addition, the STO and the Contractor shall upon agreement by the parties, share equally all third-party costs in connection with any attempt to resolve disputes pursuant to this Contract unless otherwise agreed.

Section 11 Term, Renewal, and Termination Provisions

11.1 Term/Renewal.

The Parties agree that the "Term" of this Contract shall be for a three-year period commencing upon the Effective Date unless extended, terminated or renewed as provided herein. Subject to Chapter 287 of the Florida Statutes, and upon mutual agreement, (a) upon expiration of such three-year period, the STO and the Contractor may renew the Contract, in whole or in part, for an additional three-year period, and (b)

upon expiration of the initial or renewal, the STO and the Contractor may extend the Term for an additional six month period. Any renewal or extension shall be in writing and signed by both parties. The STO shall provide written notice to the Contractor regarding its intent to renew or extend the Contract prior to the expiration of the Contract. The STO shall rely on several factors in making the determination to renew including, but not limited to, satisfactory performance evaluations by the STO and the availability of funding.

11.2 Termination for Cause.

Either Party may terminate this Contract in accordance with Section 9 in the event of an Event of Default of the other Party. If the Event of Default is caused by the default of a subcontractor of Contractor at any tier, and to the extent the cause of the default is beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any damages arising from the Event of Default, unless the subcontracted services or supplies were obtainable from other sources without significant increase in costs and in sufficient time for the Contractor to meet the required delivery schedule.

If the Contractor terminates this Contract for an Event of Default by the State, or if after termination of this Contract by the STO due to an Event of Default by Contractor, it is determined that there was not an Event of Default by Contractor or that the Event of Default was excusable, the STO shall, unless otherwise specified in the Exhibit hereto, compensate the Contractor fairly for the work done and the preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Contract, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, a reasonable allowance for profit for Services and/or Deliverables already provided to and accepted by the STO. The Contractor shall take commercially reasonable efforts to mitigate any such costs arising after notice of termination. Upon termination of its obligations under this Contract or the Exhibit hereto, the Contractor shall submit a request for payment as required by Section 4.2 of the Contract. Notwithstanding Section 1.3 hereof, in no event shall the Exhibit or any such request include any termination costs or charges for termination that includes loss of profits, anticipated profits or damages in excess of these generally described in this section.

11.3 Consequences of Termination By STO.

11.3.1 Termination for Cause.

If this Contract is terminated by the STO for an Event of Default of the Contractor, the Contractor shall only be entitled to payment for Services performed in accordance with this Contract, which shall be offset by any actual damages caused by the Event of Default and due the STO consistent with the terms of this Contract. This consequence is supplemental to the State Remedies in the Event of Default, addressed in Section 9.2 herein.

Section 12 General Provisions

12.1 Advertising.

Contractor shall not disseminate to the public any written sales or marketing information concerning the Contract without prior written approval from the STO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the STO as a reference, or otherwise linking the STO's name and either a description of the Contract or the name of the State or the STO in any promotional material published, either in print or electronically, except to potential or actual authorized subcontractors or Eligible Users (as authorized by the STO). Within a reasonable time after the Contract's Effective Date, the Parties shall issue a mutually agreeable joint press release regarding the Contract and the Services to be provided hereunder.

12.2 Annual Appropriations.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Contract, as used in the preceding sentence, shall include all provisions hereof, all Exhibits hereto, and any Changes pursuant to this Contract. If appropriations are required, the STO shall affirmatively take all reasonable steps to seek such appropriations, but shall not guarantee the securing of annual appropriations. The State of Florida, as used in this Section 12.2, specifically includes the STO.

The Parties acknowledge and agree that there is no intent to violate section 216.311, Florida Statutes, with the execution of this Contract, and that any provision deemed to violate that statute shall be null and void and stricken from the Contract, and the remainder of the Contract shall remain in full force and effect. The Parties further agree that the foregoing does not in any way limit, abrogate or otherwise modify the Contractor's rights or remedies under applicable law, including the Contractor's rights to seek a claims bill.

If funds are necessary and not available through appropriations for payments under this Contract, the STO shall have the right to terminate the portions of the Contract for which payments are contingent upon such appropriations at the end of the last period for which funds have been appropriated or otherwise made available by giving thirty (30) days advance written notice of such Contract termination to the Contractor.

In the event of such termination, the Contractor may seek payment from the State through a claim or other appropriate process. If the Contractor must seek approval from the State Legislature for such a remedy, the STO shall work in good faith with the Contractor and the State Legislature to affect such a remedy, including requesting appropriation for such payments as would compensate the Contractor fairly for the work done and the preparations made (including reasonable startup and implementation costs that were to be amortized over future payments) for the terminated portions of the Contract, including reasonable settlements with subcontractors, reasonable costs of settling the terminated work, a reasonable allowance for profit for Services and/or Deliverables already provided to and accepted by the STO. The Contractor shall take commercially reasonable efforts to mitigate any such costs arising after notice of termination. Upon termination of its obligations under this Contractor the Exhibit hereto, the Contractor shall submit a request for payment as required by Section 4.2 of the Contract. Notwithstanding Section 1.3 hereof, in no event shall the Exhibit or any such request include any termination costs or charges for termination that includes loss of profits, anticipated profits or damages in excess of those generally described in this section.

If funding for the STO is not appropriated, the STO and its successors in interest shall use commercially reasonable efforts to facilitate and permit Contractor's continued, direct dealings with Eligible Users as necessary to carry out the provisions of this Contract.

12.3 Assignment.

Neither Party may sell, assign or transfer any of its rights, duties or obligations under this Contract without the prior written consent of the other Party. However, the STO may assign this Contract to another a State agency provided that all STO rights and obligations are so assigned, and Contractor may assign this Contract to a wholly owned subsidiary of Contractor capable of performing all Contractor obligations hereunder. Contractor may assign any monies due under this Contract from the STO to a third party with the STO's written consent, which consent shall not be unreasonably withheld. No change in Contractor's organization, if any, shall operate to release Contractor from its liability for the prompt and effective performance of its obligations under the Contract. All terms and provision of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

A Change of Control, as hereafter defined, of the Contractor, shall constitute an assignment for purposes of this Section 12.3.

"Change of Control" means (a) the acquisition of all or substantially all of the assets of the Contractor other than by an affiliate (as such term is defined in Rule 405 of the Securities Act of 1933), (b) the acquisition by any party (or group as such term is defined in Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") not currently a holder of more than 5% of Contractor's capital stock entitled to vote for the election of directors of such number of additional shares of capital stock (whether in one transaction or in a series of transactions), which results in such Party (or such group) owning 50% or more of such stock other than by an affiliate of Contractor, (c) any merger, combination, consolidation or similar transaction involving Contractor following which the holders of the capital stock of Contractor immediately prior to such transaction will not own more than 50% of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated company's outstanding voting securities, in substantially the same proportion as their ownership immediately prior to such reorganization, merger, consolidation or other transaction, or (d) Contractor being subject to a Delisting Event, where a "Delisting Event" shall mean such time as the stock of Contractor shall no longer be publicly traded on a national securities exchange or quotation system (e.g., the New York Stock Exchange or NASDAQ) in the United States.

12.4 Change of Statute or Regulation.

Any changes to this Contract or the Service and Deliverables provided hereunder necessitated by changes in existing statute or regulation, or the promulgation of new regulations or the issuance of new statutes, shall be governed by Section 3.2 herein.

12.5 Compliance with Laws.

The Contractor shall comply, and shall require each of its subcontractors to comply, with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with the following laws to the extent applicable to the conduct of its business: any applicable provisions of section 247A(e) of the Immigration and Nationalization Act; Titles I-IV of the Americans with Disabilities Act; Sections 504 and 508 of the Federal Rehabilitation Act amendments; the Assistive Technology Act of 1998; and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Material violation of such laws shall be deemed a breach of a material obligation of this Contract, subject to Section 9 hereof, except that any material violation of such laws shall not be deemed a breach of a material obligation to the extent such material violation results from an act or omission of the State or any Eligible User or their agents or contractors or the failure of any facilities, equipment, software, data or other resources provided by the State or any Eligible User or their agents or contractors to comply with such laws.

12.6 Contract Administrator.

The State shall name a Contract Administrator during the Term of this Contract whose responsibility shall be to maintain this Contract. As of the Effective Date, the Contract Administrator is Gina Gibson, 4030 Esplanade Way, Suite 235M, Tallahassee, FL 32399. The State shall provide written notice to Contractor of any changes to the Contract Administrator; provided, such changes shall not be deemed Contract amendments.

12.7 Governing Law.

The exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, the Contractor waives any right to jury trial that it may have, and the threshold issue for determination shall be whether the action is in the appropriate forum.

12.8 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material non-compliance with STO's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform Services in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

12.9 Entire Contract.

This Contract constitutes the full and complete Contract of the Parties hereto and supersedes any prior Contracts, arrangements and communications, whether oral or written, with respect to the subject matter hereof. Each Party acknowledges that it is entering into the Contract solely on the basis of the representations contained herein, and for its own purposes and for the benefit of Eligible Users, and not for the benefit of any other third party.

12.10 Execution in Counterparts.

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

12.11 Force Majeure, Notice of Delay, and No Damages for Excusable Delays.

Neither Party shall be responsible for delay or failure to perform its obligations under this Contract to the extent such delay or failure is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay a Party believes is excusable, the Party shall notify the other in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Party could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five days after the date the Party first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE PARTIES' SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY OR FAILURE TO PERFORM DUE TO ANY OF THE CAUSES DESCRIBED IN THIS PARAGRAPH.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against a Party due to any of the causes described in this paragraph. Neither Party shall be entitled to an increase in the Contract price or payment of any kind from the other for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph. If Contractor performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless performance has been delayed for more than 90 days and the STO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State, in which case the STO may (1) accept allocated performance from the Contractor, provided that the Contractor grants preferential treatment to the STO with respect to Services subjected to allocation, and/or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the Services and/or Deliverables that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part. This Section shall not excuse the STO's obligation to pay undisputed amounts due to the Contractor for Services or Deliverables provided and Accepted following the cessation of any of the causes described in this paragraph that have delayed such payment.

12.12 Further Assurances.

The Parties will, subsequent to the Effective Date, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract.

12.13 Indemnification.

Each Party shall be fully liable for the actions of its agents, employees, partners, or subcontractors. Contractor shall fully indemnify, defend, and hold harmless the STO, and its officers, agent and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees ("Claims"), arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors in; in connection with this Contract, provided, however, that Contractor shall not indemnify the STO for that portion of any loss or damages proximately caused by the negligent act or omission of the STO.

In the event of a third party Claim against the State, its officers, agents, employees, partners or subcontractors ("State Indemnified") that any Deliverable or any material provided by the Contractor which is included in or used in the development of a Deliverable (excluding any third party Software or STO Materials) infringes a United States copyright, trademark, presently existing patent or trade secret of any third party, the Contractor will defend against such Claim at its expense and will pay any costs or damages that may be finally awarded against the State Indemnified as a result of such Claim. The Contractor will not indemnify the State Indemnified, however, if the Claim of infringement is caused by: (1) misuse or unauthorized modification of the Deliverable by the State or an Eligible User; (2) failure to use corrections or enhancements made available to the State or an Eligible User by the Contractor; (3) use of the Deliverable in combination with any product or information not owned or developed by the Contractor unless the Claim would have arisen solely from the use of the Deliverables without combination with such product or information; (4) State's or an Eligible User's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) the development of a Deliverable in accordance with specifications provided by the STO or an Eligible User. If any Deliverable is found to be infringing, the Contractor shall at its expense and option either (a) procure the right for the STO to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) direct the return of the Deliverable and refund to the STO the fees and expenses paid for such Deliverable, less a reasonable amount for the STO's or Eligible User's use of the Deliverable up to the time of return. The foregoing remedies constitute the sole and exclusive remedies of the STO against the Contractor and the Contractor's entire liability with respect to infringement.

Contractor's obligations under the preceding two paragraphs with respect to any legal actions are contingent upon the STO giving Contractor (1) prompt written notice of any action or threatened action for which a State Indemnified is seeking indemnification, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by a State Indemnified in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

12.14 Limitation of Liability.

For all other claims against the Contractor other than indemnification claims under Section 12.13, regardless of the basis on which the claim is made, the Contractor's liability for direct damages arising in connection with the Contract shall be limited, unless otherwise specified in the Contract, to the greater of one million ($1,000,000.00) dollars. No Party shall be liable to another for punitive, special, indirect, or consequential damages, even if the Party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

12.15 Independent Contractor Status of Contractor.

The Contractor, together with its agents, subcontractors, officers and employees, shall have and always retain under the Contract the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or deemed to be entitled to any benefits associated with such employment. During the term of the Contract, Contractor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide the STO with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state, and local taxes payable by Contractor, and all FICA contributions for its employees.

12.16 Modification of Terms.

The Contract and the Exhibit contain all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions under the Contract. The Contract may only be modified or amended upon mutual written agreement of the STO and the Contractor. No oral agreements or representations shall be valid or binding upon the STO or the Contractor. The Contractor may not unilaterally modify the terms of the Contract by incorporating terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The STO's acceptance of Services or Deliverables or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12.17 Notices.

All notices under this Contract shall be served upon the STO by certified mail, return receipt requested, by reputable courier service, or delivered personally to each of the following:

State Technology Office
Purchasing Director
4030 Esplanade Way. Suite 235M
Tallahassee, Florida 32399-0950

State Technology Office
Chief Information Officer
4030 Esplanade Way, Suite 180
Tallahassee, Florida 32399-0950

Department of Management Services
Office of the General Counsel
4050 Esplanade Way, Suite 260
Tallahassee, FL 32399-0950

All notices under this Contract to be served upon the Contractor shall be served by certified mail, return receipt requested, by reputable courier service, or delivered personally to:

Verizon Wireless Personal Communications LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless
Attention: Colin Denney, Associate Director Strategic Sales
3728 Phillips Highway, Suite 360
Jacksonville, FL 32207
Phone Number: 904-348-3677
colin.denney@verizonwireless.com

With a copy to:
Verizon Wireless
Attn: Legal Counsel
One Verizon Place, Mail Code GA1B3LGL
Alpharetta, GA 30004

The Contractor contact referenced above is required to participate in a monthly SUNCOM Contractor meeting and are responsible for resolution of all billing and technical problems.

The Parties agree that any change in the above-referenced address or name of the contact person shall be submitted in a timely manner to the other Party. All notices and other communications under this Contract shall be in writing and shall be deemed duly given either (i) when delivered in person to the recipient named above, (ii) upon confirmation of courier delivery to the intended recipient; or (iii) three (3) business days after mailed by certified U.S. mail, return receipt requested, postage prepaid, addressed by name and address to the Party intended.

12.18 Project Managers.

Each Party will designate a Project Manager during the Term of this Contract whose responsibility shall be to oversee the Party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the STO's Project Manager is Bill Hand, 4030 Esplanade Way, Suite 315N, Tallahassee, FL 32399, and the Contractor's Project Manager is listed below:

Verizon Wireless Personal
Communications LP (a Delaware LP)
dba Verizon Wireless and Verizon
Wireless of the East LP dba Verizon
Wireless
Michael Hawthorne
3728 Phillips Highway, Suite 360
Jacksonville, Fl 32207
(904) 477-7707
Michael.hawthorne@verizonwiress.com

The Project Manager for the Contractor provided above shall be required to participate in a monthly SUNCOM meeting and be responsible for resolution of all billing and technical problems.

Each Party shall provide prompt written notice to the other Party of any changes to the Party's Project Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments.

12.19 Public Records.

Any and all records produced or used regarding this Contract are subject to Chapter 119 of the Florida Statutes. Absent a valid exemption, including status as a "trade secret," Contractor shall allow public access to all documents, papers, letters, or other material subject to Chapter 119 that are made or received by the Contractor in conjunction with this Contract. A willful breach of this Section shall be deemed a breach of a material obligation of this Contract subject to Section 9 hereof.

12.20 Security and Confidentiality.

Each Party shall comply fully with all appropriate security procedures in its performance of the Contract. Neither Party shall divulge to third parties any Confidential Information of the other Party obtained by the Party or its agents, subcontractors, officers or employees in the course of negotiations of this Contract or performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information. Neither Party shall be required to keep confidential any information or material that is publicly available through no fault of the Party, material that the Party developed independently without relying on the other Party's Confidential Information or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, each Party shall take appropriate steps as to its personnel, agents, and subcontractors.

Contractor shall keep confidential all information received in connection with this Contract that is exempt from public record under Chapter 119, Florida Statutes, and Section 24(a), Article I, of the Florida Constitution, including, without limitation, information made exempt pursuant to section 443.1715, Florida Statutes. Contractor, however, shall not be required to keep confidential any such information or material that is publicly available through no fault of the Contractor or that is otherwise obtainable under State law as a public record.

This Section shall survive termination or expiration of the Contract.

12.22 Lobbying and Integrity.

Pursuant to section 216.347 of the Florida Statutes, the Contractor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a State agency. The Parties agree that any funds provided by the Contractor for purposes of marketing under Section 3.1.4 of this Contract shall not be deemed to be State funds for the purpose of lobbying hereunder. In addition, the Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of the foregoing clause (2), gratuity means a payment in whatever form of more than nominal monetary value.

12.23 Subcontracts.

The Contractor shall not enter into any subcontracts for Services without the express written consent of the STO. In all instances, the Contractor shall remain fully responsible for all work to be performed under the Contract, including work to be performed by its subcontractors. Each approved subcontract shall be subject to the same terms and conditions as the Contract to the extent applicable based on such subcontractor's scope.

12.24 Subcontractor Liability.

The Contractor's subcontractors in the performance of Services are the responsibility of the Contractor. The State shall have no liability to such subcontractors for claims, demands, loss, damage, negligence or any expense relating, directly or indirectly, to subcontractors.

12.25 Taxes.

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

12.26 Waiver.

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

12.27 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective Party to the Contract. Each Party warrants that it has sufficient right and authority to enter into this Contract, and to grant and assume all of its respective rights and obligations set forth herein.

12.28 Warranty of Ability to Perform.

The Contractor shall provide the STO, no later than the time the Contractor returns a signed copy of the Contract, with proof of a Certificate of Status from the Secretary of State, Division of Corporations, demonstrating that the Contractor is in good standing and legally authorized to transact business in Florida. Failure to submit this documentation shall be sufficient grounds for withholding payment under the Contract and will be deemed an Event of Default of Contractor. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the STO in writing if its ability to perform is compromised in any material manner during the term of the Contract.

12.29 Severability.

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

SO AGREED:

STATE OF FLORIDA
STATE TECHNOLOGY OFFICE

By: Simone Marstiller, State CIO — **Date** 6/28/2004

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

By: Gerard York, General Counsel — **Date** 6/22/04

X

Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless — **Date** 6/16/04

EXHIBIT 1 - PRICING

All Cost Shall be Number SUNCOM Users	**Listed on a** Wireless Modem	**Verizon Pricing Monthly Recurring** Wireless Modem Insurance	**Cost** **Tiered Wireless Data Airlink Cost***		**(MRC) Per-User**	**Basis**
				up to 20Mbytes	up to 40Mbytes	Unlimited
1 to 49	$0.00	N/A		$33.19		$59.99
50 to 99	$0.00	N/A		$33.19		$59.99
100 to 299	$0.00	N/A		$33.19		$59.99
300 to 499	$0.00	N/A		$33.19		$59.99
500 to 999	$0.00	N/A		$33.19		$59.99
1000 to 2499	$0.00	N/A		$33.19		$59.99
2500 to 4999	$0.00	N/A		$33.19		$59.99
5000 to 9999	$0.00	N/A		$33.19		$59.99
10000 (and over)	$0.00	N/A		$33.19		$59.99
Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis -> Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column * All other cost shall be bundled into the Airlink MRC				$0.0040		**N/A**
			Cost/Kbytes			

STATE OF FLORIDA

STATE TECHNOLOGY OFFICE

4030 Esplanade Way • Suite 115 • Tallahassee, Florida 32399-0950
Telephone: 850.410.4777 • Facsimile: 850.922.5162
http://www.MyFlorida.com

MyFlorida.com

JEB BUSH
Governor

TONI JENNINGS
Lieutenant Governor

SIMONE MARSTILLER
State, Chief Information Officer

April 20, 2005

Verizon Wireless Personal Communications
Attn.: Michael Hawthorne
3728 Phillips Highway, suite 360
Jacksonville, FL 32207

RE: Contract #MA4974-Verizon Wireless Data Services (Amendment #1)

Dear Mr. Hawthorne:

Please be advised that Amendment #1 to the above-mentioned Contract is now fully executed. I have retained one original for our files and I have enclosed the remaining original for your records.

Should you have any technical questions, please contact the STO Project Manager listed in the contract.

If you have any questions concerning this Amendment or Contract # MA4974, please contact Jon Yeaton at 850-922-0509, or via e-mail at Jon.Yeaton@myflorida.com.

Sincerely,

Jan Colbert
Administrative Assistant II

Contract Review/Approval Routing

	TO	ACTION	SIGNATURE and DATE
1	Contract/Project Manager Thomas Franklin	Review Information & Comments ✓ Approval	
2	Project Supervisor Mohammad Amirzadeh	Review Information & Comments ✓ Approval	
3	Purchasing Director N/A	Review Information & Comments ✓ Approval	Stuart W. Pollins 3-29-05
4	Resource Accountability Betsy Wonsch	Review Information & Comments ✓ Approval	Betsy Wonsch 3-28-05
5	Office of Budget Stu Pollins	Review Information & Comments ✓ Approval	Stuart W. Pollins 3-29-05
6	General Counsel Gerry York	Review Information & Comments ✓ Approval	Gerard York 3/30/05
7	Chief Technology Officer or Chief Enterprise Systems Officer - John Ford	Review Information & Comments ✓ Approval	John C. Ford 3/31/05
8	E-Rate Rachael Dalton	Review Information & Comments ○ Approval	3/31/05
9	EPMO N/A	Review Information & Comments ○ Approval	
10	Chief Operations Officer Leo DiBenigno	Review Information & Comments ✓ Approval	Leo DiBenigno 4-6-05
11	Chief of Staff Foyt Ralston	Review Information & Comments ✓ Approval	4.7.05
12	State CIO Simone Marstiller	Review Information & Comments ✓ Approval	Marstiller 4-8-05

Project: Contract # MA4974-Verizon Wireless Data Services (Amendment #1)

Justification:

The purpose of the attached Amendment #1 is to reduce the current "Monthly Recurring Rate" for the "Unlimited User" from $59.99 to $49.99.

OGC# 05-05036

Amendment Number 1 to Contract # MA4974 between the State of Florida, State Technology Office and Verizon Wireless Personal Communications, LP dba Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner by Cellco Partnership, Its Sole Member dba Verizon Wireless

WHEREAS, an Agreement was entered into between the State of Florida, State Technology Office ("STO" or "Customer") and Verizon Wireless Personal Communications, LP dba Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner by Cellco Partnership, Its Sole Member dba Verizon Wireless ("Verizon"), effective June 28, 2004, wherein Verizon agreed to provide cellular based wireless data services.

WHEREAS, the STO and Verizon desire to amend the Agreement to reflect a reduction in the "Monthly Recurring Rate" for the "Unlimited User". The Current rate of $59.99 will be reduced to $49.99 upon execution of this Amendment #1; and

WHEREAS, it is necessary to strike the existing Exhibit 1 to the Agreement, in its entirety, and insert in lieu thereof the revised Exhibit 1, titled "Exhibit 1-Pricing".

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and conditions herein after set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, are unchanged. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

MICHAEL P. LANMAN, FL REG PRESIDENT

Date: 3-22-05

Verizon Wireless Personal Communications, LP dba Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner by Cellco Partnership, Its Sole Member dba Verizon Wireless

Approved as to form and legality by the Department of Management Services, General Counsel's Office:

Date: 3/30/05

Gerry York
Assistant General Counsel
State of Florida, State Technology Office

Date: 4/8/2005

Simone Marstiller
State Chief Information Officer
State of Florida, State Technology Office

State of Florida
State Technology Office
Wireless Data Services

EXHIBIT 1-PRICING

All cost shall be listed on a Wireless Modem

Number Suncom Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless data Airlink Cost*	Monthly Recurring Charge (MRC) Basis Per-User		
			up to 20 Mbytes	**up to 40 Mbytes**	**Unlimited**
1 to 49	N/A		$ 33.19		$ 49.99
50 to 99	N/A		$ 33.19		$ 49.99
100 to 299	N/A		$ 33.19		$ 49.99
300 to 499	N/A		$ 33.19		$ 49.99
500 to 999	N/A		$ 33.19		$ 49.99
1000 to 2499	N/A		$ 33.19		$ 49.99
2500 to 4999	N/A		$ 33.19		$ 49.99
5000 to 9999	N/A		$ 33.19		$ 49.99
10000 (and over)	N/A		$ 33.19		$ 49.99

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall an end-user be charged more than the amount listed in the unlimited column.
***All other cost shall be bundled into the Airlink MRC.**

State of Florida
Department of Management Services
Enterprise Information Technology Services

Division of State Purchasing

Contract Review/Approval Routing

	TO	ACTION	SIGNATURE and DATE
1	**Project Lead** *Raghib Qureshi*	Review Information & Comments ✓ Approval	9/28/05
2	**Telecom Product Management** *Mohammad Amirzadeh*	Review Information & Comments ✓ Approval	
3	**State Purchasing** *Jon Yeaton - Pur. Analyst*	Review Information & Comments ✓ Approval	9-28-05
4	**E-Rate** *Rachel Dalton*	Review Information & Comments ✓ Approval	9/28/05
5	**Billing Management** *Betsy Wonsch*	Review Information & Comments ✓ Approval	9/28/05
6	**Order Management** *Kevin Langston*	Review Information & Comments ✓ Approval	9/28/05
7	**Network Operation** *Bob Davis*	Review Information & Comments ✓ Approval	Robert R. Davis 9/28/05
8	**Program Support** *Stu Pollins*	Review Information & Comments ✓ Approval	9/28/05
9	**General Counsel** *Gerry York*	Review Information & Comments ○ Approval	OK
10	**Director of Telecommunications & Wireless** *John Ford*	Review Information & Comments ✓ Approval	9/28/05
11	**Deputy Secretary for IT** *Julie Madden*	Review Information & Comments ✓ Approval	9/28/05

Assigned Procurement Officer: _____

Project: **MA4974, Wireless Data Services**

Justification/Description:

(1) This amendment recognizes STO's transition to the Dept. of Management Services as the Enterprise Information Technology Service (EITS).

(2) This amendment hereby adds to the Wireless Data Contract (MA4974) **Voice services** amid the Data services currently being offered; allowing for a full bundled service package for data/voice devices.

CONTRACT # MA4974
AMENDMENT 2

THIS AMENDMENT (number 2) ("Amendment") is made and entered into by and between the State of Florida, State Technology Office ("STO" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 as amended effective April 8, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. The State of Florida agency formerly known as the State Technology Office (STO) is now known as the Department of Management Services (DMS), Enterprise Information Technology Services (EITS). ETIS shall perform all duties and obligations and have the rights of STO as relates to the Agreement. The acronym "EITS" replaces the acronym "STO" throughout the Agreement.

4. Exhibit 1-A (Additional Pricing for Combination Voice and Data Devices) to the Agreement is added in its entirety and attached hereto.

5. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: X Jack Plating Date: 9/15/05
By: Jack Plating, President – South Area
Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

Signature: Julie S. Madden Date: 9/20/05
By: Julie Madden, Deputy Secretary
Enterprise Information Techonology Services
State of Florida, Department of Management Services

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: Gerry York Date: 9/19/05
By: Gerry York

EXHIBIT 1-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.06
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate†	Included
Roaming Airtime Rate††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.10
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate†	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. †Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. ††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	

Wireless Sync Enterprise Server	
Wireless Sync Enterprise Server (unlimited users)	$1,999.00
Device Management Feature*	$5.99 per month per subscriber

Server Software Terms and Conditions

Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3]TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.
Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.
NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being

transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.

PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.

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

Verizon Wireless
June 21, 2004

DELEGATION OF AUTHORITY FORM

This form is to be used to delegate approval authority from one manager to another to allow for either temporary (i.e., absence from the office) or ongoing delegations of approval authority. ***All delegations in excess of $1,000,000 require secondary approval by CFO.***

Managers may not further delegate authorities which have been delegated to them.

INDIVIDUAL DELEGATING AUTHORITY

Name of Delegator: **Jack Plating**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	0520	000	111567

Title of Delegator: **South Area President** Job Band: **A**

Signature of Delegator: Date Signed: **9/15/2005**

INDIVIDUAL TO WHOM AUTHORITY IS BEING DELEGATED

Name of Delegatee: **Jason Grund**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	1500	000	111567

Title of Delegatee: **South Area VP – Finance** Job Band: **A**

LIMITATIONS OF DELEGATED AUTHORITY

Authority to act is granted to the delegatee within the limitations designated below. If "full delegation" is intended, please indicate.

** All delegations in excess of $1,000,000 require secondary approval by CFO.*

Full Delegation

DURATION AND TYPE OF DELEGATION

Please denote whether the delegation is for a temporary time period or if it is to be ongoing:

☒ *Temporary Delegation (less than 3 months)*

☐ *Ongoing Delegation (must be renewed annually)*

Effective From: September 15, 2005

☐ *Removal of Delegation*

Effective To: September 21, 2005

Effective Date:

APPROVALS

Signature of Delegatee

*CFO Approval, if delegation > $1,000,000

Please fax to Accounts Payable at 916-357-3881 when complete.

VZW_DOA_8.4_2004-2

C:\Documents and Settings\sextoma\Desktop\Delegation to Jason.doc

DEPARTMENT OF MANAGEMENT
SERVICES

"We serve those who serve Florida"

JEB BUSH
Governor

Tom Lewis, Jr.
Secretary

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4050 Esplanade Way
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32399-0950

Telephone:
850-487-1082

Fax:
850-922-6312

Internet:
www.MyFlorida.com

MEMORANDUM

TO: File

VIA: Gerard T. York, Assistant General Counsel
Office of the General Counsel

FROM: Simone Marstiller
Chief Information Officer

DATE: June 13, 2005

SUBJECT: Contract Assignments

Section 282.102(14), Florida Statutes, confers upon the State Technology Office the authority to delegate, as necessary, to state agencies the authority to purchase, lease, or otherwise acquire and to use information technology or, as necessary, to control and approve the purchase, lease, or acquisition and the use of all information technology. Pursuant to Section 282.102(14), Florida Statutes, the State Technology Office hereby assigns to the Department of Management Services the 54 contracts on the attached State Technology Office Purchasing Report dated June 13, 2005, effective July 1, 2005.

SM/gty

Attachment: Purchasing Report
cc w/ att: Contract Vendors

STO Purchasing Report

#	Services	Start Date	End Date	Vendor	Procurement #	Contract Number	Notes
1	800	6/14/2004	6/13/2005	ITC Deltacom Communications	02-STO-ITB-005	MA6032	
2	2GMAN	12/1/00	12/31/2005	Sprint	CSA # 950-ZZ38-1201-00		
3	Consolidation of the HelpDesk	9/12/2002	6/30/2007	STI Knowledge	15-250-800-STO	MA1851	
4	Directory Assistance/State Info. Call Center (411)	7/1/2003	6/30/2005	Respect of Florida		[redacted]	
5	Disaster Recovery Services	2/4/2004	4/4/2009	SunGard	03-STO-ITN-008	MA3882	
6	Ent. Data Center-Staff Augmentation Svcs.	[redacted]	[redacted]	BearingPoint	04-STO-RFQ-015	[redacted]	*this is a task order based on 973-561-04-02 reference DO#61715
7	Ent. Data Center-Staff Augmentation Svcs.	[redacted]	[redacted]	Infinity Software	04-STO-RFQ-015	[redacted]	*this is a task order based on 973-561-04-02 reference DO#59178
8	Ent. Data Center-Staff Augmentation Svcs.	[redacted]	[redacted]	Isocorp	04-STO-RFQ-015	[redacted]	*this is a task order based on 973-561-04-02 reference DO#54608
9	Ent. Data Center-Backup, Archive and Recovery	-	-	TBA	05-STO-RFQ-021	[redacted]	*this is a task order
10	FIRN II	7/1/2004	6/30/2007	Hayes	03-STO-RFP-012	MA2116	
11	Frame Relay	11/1/1998	1/1/2004	MCI-formally Intermedia Communications	ITB DMS 97/98-016	MA6150	
12	Help Desk - Staff Augmentation	-	6/30/2005	Aerotek	n/a	n/a	*there exist no contract or task order reference DO#28379-V2
13	IBAT	5/1/1998	4/30/2005	Verizon	ITB DMS 97/98-018		
14	IBAT	5/1/1998	4/30/2005	Sprint	ITB DMS 97/98-018		
15	IBAT	5/1/1998	4/30/2005	BellSouth	ITB DMS 97/98-018		
16	IMT	8/1/2002	7/31/2006	ITC^Deltacom	RFP DMS 01/02-011	MA6250	
17	Interoperability	10/1/2004	9/30/2009	Motorola	03-STO-ITN-009	MA5906	
18	Centrex Local Services	7/1/01	6/30/2007	BellSouth	In accordance with division of purchasing rule 60A-1.018	MA6259	
19	Centrex Local Services	7/1/2002	6/30/2009	Verizon	In accordance with division of purchasing rule 60A-1.018	MA5731	
20	Centrex Local Services	12/31/2004	12/31/2006	Sprint	In accordance with division of purchasing rule 60A-1.018	MA5855	
21	Mutual Aid	4/21/2005	4/21/2010	M/A-Com	03-STO-ITN-009	[redacted]	Optional 5 year extension
22	[redacted]	[redacted]	[redacted]	Dyntek Services	RFQ, no number assigned	n/a	[redacted]
23	[redacted]	[redacted]	[redacted]	ICS	RFQ, no number assigned	n/a	[redacted]
24	SLERS	10/23/2000	6/30/2021	M/A-Com	-	n/a	**this contract is managed by DMS not STO
25	SOFIA	4/17/1998	6/30/2005	BellSouth	ITB DMS 97/98-015	MA5927	
26	Switch -DMS 100/5ESS, ATM, RTS, Video	5/1/1998	4/30/2005	BellSouth	In accordance with division of purchasing rule 60A-1.018 (E-0555)	MA6124	
27	Switch -DMS 100/5ESS, ATM, RTS, Video	5/1/1998	4/30/2005	Sprint	In accordance with division of purchasing rule 60A-1.018 (E-0555)	MA6000	
28	Switch -DMS 100/5ESS, ATM, RTS, Video	5/1/1998	4/30/2005	Verizon	In accordance with division of purchasing rule 60A-1.018 (E-0555)	MA6103	
29	Suncom Network Management System	7/1/2002	6/30/2005	Tybrin Corporation		[redacted]	8 month extension being routed through
30	TIPS	7/1/2004	6/30/2006	Milcom Systems Corp.	04-STO-RFP-014	MA4999	
31	TIPS	7/1/2004	6/30/2006	ITDS	04-STO-RFP-014	MA5025	
32	TIPS	7/14/2004	7/13/2006	Verizon	04-STO-RFP-014	MA5033	
33	TIPS	7/14/2004	7/13/2006	Goff Communications	04-STO-RFP-014	MA5034	
34	TIPS	7/1/2004	6/30/2006	Network Cabling Systems	04-STO-RFP-014	MA5037	
35	TIPS	7/1/2004	6/30/2006	Delta Tech	04-STO-RFP-014	MA4008	
36	TIPS	7/14/2004	7/13/2006	Verizon	04-STO-RFP-014	MA5019	
37	TIPS	7/1/2004	6/30/2006	Milcom Systems Corp.	04-STO-RFP-014	MA5021	
38	TIPS	7/1/2004	6/30/2006	Network Cabling Systems	04-STO-RFP-014	MA5041	
39	TIPS	7/1/2004	6/30/2006	Delta Tech	04-STO-RFP-014	MA4006	
40	TIPS	7/6/2004	7/5/2006	Universal Cabling System	04-STO-RFP-014	MA4009	
41	TIPS	7/1/2004	6/30/2006	Protect Video	04-STO-RFP-014	MA4010	
42	TIPS	7/14/2004	7/13/2006	Goff Communications	04-STO-RFP-014	MA4011	
43	TIPS	7/1/2004	6/30/2006	Delta Tech	04-STO-RFP-014	MA4007	
44	TIPS	7/1/2004	6/30/2006	St. Joe Datacom	04-STO-RFP-014	MA5017	
45	TIPS	7/1/2004	6/30/2006	Milcom Systems Corp.	04-STO-RFP-014	MA5020	
46	TIPS	7/1/2004	6/30/2006	Data Set Ready	04-STO-RFP-014	MA5038	
47	TIPS	7/1/2004	6/30/2006	Network Cabling Systems	04-STO-RFP-014	MA5042	
48	WATS	3/22/2004	3/21/2009	Qwest Communications	03-STO-ITB-010	MA2114	
49	Wireless Data Services	6/17/2004	6/16/2007	AT&T Wireless	03-STO-ITN-011	MA3538	
50	Wireless Data Services	6/17/2004	6/16/2007	Hayes E-Government	03-STO-ITN-011	MA3539	
51	Wireless Data Services	7/16/2004	7/15/2007	Cingular Wireless	03-STO-ITN-011	MA4300	
52	Wireless Data Services	6/22/2004	6/21/2007	Sprint	03-STO-ITN-011	MA4440	
53	Wireless Data Services	6/28/2004	6/27/2007	Verizon	03-STO-ITN-011	MA4974	Report Generated on:
54	Wireless Data Services	9/17/2004	9/16/2007	Nextel	03-STO-ITN-011	MA5689	6/13/2005

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 3

THIS AMENDMENT (number 3) ("Amendment") is made and entered into by and between the Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 as amended effective April 8, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of the Amendment number 3 shall control.

2. Exhibit 3-A (Additional Pricing for Combination Voice and Data Devices) to the Agreement is stricken in its entirety and replaced with the new Exhibit 3-A (Additional Pricing for Combination Voice and Data Devices) attached hereto.

3. Exhibit 3-B (BroadbandAccess Business Continuity Calling Plan & MobileBridge) to the Agreement is added in its entirety and attached hereto.

4. Exhibit 3-C (Smart Phones and The Advanced Discount Promotion) is additional equipment and equipment promotions hereby added to the available equipment for the Agreement.

5. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

6. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: X _____ Date: 6/26/06
By: Jack Plating, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 7/3/06
By: Gerry York

Signature: _____ Date: 7/6/06
By: Ken Granger, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

EXHIBIT 3-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.06
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate†	Included
Roaming Airtime Rate††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.10
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate†	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. †Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. ††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	

Wireless Sync Enterprise Server	
Wireless Sync Enterprise Server (unlimited users)	$1,999.00
Device Management Feature*	$5.99 per month per subscriber

Server Software Terms and Conditions

Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6]Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services

Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When

sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.

PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.

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

EXHIBIT 3-B
BROADBANDACCESS BUSINESS CONTINUITY CALLING PLAN & MOBILEBRIDGE

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the MobileBridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop.

Share Option: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.

MobileBridge
$765.00 (per device)

Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.

EXHIBIT 3-C
SMART PHONES AND THE ADVANCED DEVICE DISCOUNT PROMOTION

Additional Equipment List		
Government Subscriber Dual-Band Equipment Pricing (800/1900mhz CDMA) (Dual Band Equipment operates only on wireless networks that provide digital service; therefore, you can only make and receive calls when digital service is available. When digital service is not available, your phone will not operate or be able to make 911 calls.)		
Motorola Q [1,2,34,5,6,7,8,9,11]	**VZW XV6700** [1,2,3,4,5,6,7,8,10]	**Palm Treo 700W** [1,2,3,4,5,6,7,8,9,11]
$249.99	$349.99	$449.99
Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details. **Note:** [1]NationalAccess capable Equipment. [2]PDA and BlackBerry calling plans are available with approved Verizon Wireless NationalAccess capable mobile devices only. [3]Picture Messaging capable Equipment. By ordering Picture Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. [4]TXT Downloads capable. [5]Enhanced TXT Messaging capable. [6]The BlackBerry and PDA devices above with Wireless Sync capabilities are subject to the server and software requirements of the respective manufacturer and the terms and conditions of the applicable Verizon Wireless Calling Plans or Optional Feature plans for those devices. [7]Video capture and messaging capable. By ordering Video Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. [8]Bluetooth capable; for details see www.verizonwireless.com/bluetooth. [9]Video messaging capable. [10]GoodLink compatible. [11]BroadbandAccess capable.		

The Advanced Device Discount Promotion: During the first one hundred eighty (180) days following the Effective Date of this Amendment, Government Subscribers activating new service, or eligible for an Equipment upgrade, qualify for an advanced device credit when purchasing a new Motorola Q, Blackberry 7250/ 7250e, Blackberry 7130, Verizon Wireless XV 6700, PalmOne Treo 700W or any other advanced device offered by Verizon Wireless and included in the Agreement that qualifies for this program. Subscribers may take advantage of one of the following offers:

- Subscribers activating Wireless Service on either the Basic Wireless Voice Services Florida or Nationwide Plan + VZEmail, coupled with either a 1000 or 2000 Minute Home Airtime Allowance Optional Feature, shall receive an advanced device credit of one hundred dollars ($100.00), or

- Subscribers activating Wireless Service on a Verizon Wireless Unlimited Data Plan shall receive an advanced device credit of fifty dollars ($50.00)

This Advanced Device Discount Program offer cannot be combined with any other equipment program offer or promotion; however, mail-in rebates may be used with devices that qualify for the advanced device credit.

Verizon Wireless
Delegation of Authority Form
September 1, 2005

This form is to be used by an approver to delegate their authority to another employee for a temporary period of time (i.e. when approver is unavailable to perform their approval role) or on an ongoing basis (which must be renewed annually). ***All ongoing delegations in excess of $1,000,000 require secondary approval by CFO.***

Employees may not further delegate authorities which have been delegated to them.

INDIVIDUAL DELEGATING AUTHORITY:

Name: **Jack Plating**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	0520	000	111567

Title: **South Area President** Job Band: **A**

Approval Signature: Date Signed: **June 26, 2006**

INDIVIDUAL TO WHOM AUTHORITY IS BEING DELEGATED (Must be employee of VZW or VZW affiliate)

Name of Delegate: **Joe Gizzi**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	1400	000	111567

Title of Delegate: Director - Operations + Compliance Job Band: B

LIMITATIONS OF DELEGATED AUTHORITY:

Authority to act is granted to the delegate within the limitations designated below. If "full delegation" is intended, please indicate (If left blank, full delegation is assumed).

- *All ongoing delegations in excess of $1,000,000 require secondary approval by CFO.*

DURATION AND TYPE OF DELEGATION:

Please denote whether the delegation is for a temporary absence or is ongoing:

☒ *Temporary Absence Delegation (For use if individual delegating authority is not available due to travel or absence. 90 day maximum.)*

☐ *Ongoing Delegation (Expires one year from effective date)*

Effective From: June 28, 2006

☐ *Removal of Delegation*

Effective To: June 30, 2006

Effective Date:

APPROVALS:

Signature of Delegate

*CFO Approval, if ongoing delegation > $1,000,000

Please fax to Accounts Payable at 916-357-3291 when complete.

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 4

THIS AMENDMENT (number 4) ("Amendment") is made and entered into by and between the Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 as last amended effective July 6, 2006 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of the Amendment number 4 shall control.

2. Exhibit 4-A (Additional Smart Phones) is additional equipment hereby added to the available equipment for the Agreement.

3. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

4. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 10/16/06
By: Jack Plating, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 10/22/06
By: Gerry York

Signature: _____ Date: 10/25/06
By: Ken Granger, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Department of Management Services

EXHIBIT 4-A
ADDITIONAL SMART PHONES

Additional Equipment List	
Government Subscriber Equipment Pricing	
BlackBerry 8703e [1,2,5,7,8,9]	**VZW V620/V640** [1,3,4,6,9]
$199.99	No Charge

Note: [1]NationalAccess capable Equipment. [2]PDA and BlackBerry calling plans are available with approved Verizon Wireless NationalAccess capable mobile devices only. [3]Supports Mobile IP "Always-on" capability. [4]Data only; supports BroadbandAccess and NationalAccess service only (Voice, IS95A and TXT Messaging services are unavailable). Available only with an eligible BroadbandAccess calling plan and in BroadbandAccess markets. [5]The BlackBerry and PDA devices above with Wireless Sync capabilities are subject to the server and software requirements of the respective manufacturer and the terms and conditions of the applicable Verizon Wireless Calling Plans or Optional Feature plans for those devices. [6]Data only, supports NationalAccess, IS95A and TXT Messaging services (Voice unavailable). [7]Bluetooth capable; for details see www.verizonwireless.com/bluetooth. [8]BroadbandAccess capable. [9]Dual-Band (800/1900mhz CDMA) Equipment operates only on wireless networks that provide digital service; therefore, you can only make and receive calls when digital service is available. When digital service is not available, your device will not operate or be able to make 911 calls.

Note: The BlackBerry 8703e is eligible for the Advanced Device Discount Promotion described in Exhibit 3-C to Amendment No. 3.

Verizon Wireless
June 21, 2004

DELEGATION OF AUTHORITY FORM

This form is to be used to delegate approval authority from one manager to another to allow for either temporary (i.e., absence from the office) or ongoing delegations of approval authority. ***All delegations in excess of $1,000,000 require secondary approval by CFO.***

Managers may not further delegate authorities which have been delegated to them.

INDIVIDUAL DELEGATING AUTHORITY

Name of Delegator: **Jack Plating**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	0520	000	111567

Title of Delegator: **South Area President** Job Band: A

Signature of Delegator: Date Signed: **October 13, 2006**

INDIVIDUAL TO WHOM AUTHORITY IS BEING DELEGATED

Name of Delegatee: **Jason Grund**

GL BU (5 digits)	Market (6 digits)	Cost Center (4 digits)	Product (3 digits)	Location (6 digits)
10000	920000	1500	000	111567

Title of Delegatee: **South Area VP – Finance** Job Band: A

LIMITATIONS OF DELEGATED AUTHORITY

Authority to act is granted to the delegatee within the limitations designated below. If "full delegation" is intended, please indicate.

* *All delegations in excess of $1,000,000 require secondary approval by CFO.*

Full Delegation

DURATION AND TYPE OF DELEGATION

Please denote whether the delegation is for a temporary time period or if it is to be ongoing:

☒ *Temporary Delegation (less than 3 months)*

☐ *Ongoing Delegation (must be renewed annually)*

Effective From: October ~~16~~ 13, 2006

☐ *Removal of Delegation*

Effective To: October 20, 2006

Effective Date:

APPROVALS

Signature of Delegatee

*CFO Approval, if delegation > $1,000,000

Please fax to Accounts Payable at 916-357-3881 when complete.

VZW_DOA_8.4_2004-2

C:\Documents and Settings\sextoma\Desktop\Delegation to Jason.doc

Wireless Data Services, Contract No. MA4974
With Verizon Wireless

Amendment No. 5

Term Renewal

THIS AMENDMENT (number 5) ("Amendment") is made and entered into by and between the Department of Management Services, Enterprise Information Technology Services ("EITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 as last amended effective October 25, 2006 ("Contract" or "Agreement").

The Parties agree that the "Term" of this Contract shall be renewed for an additional thirty-six (36) months commencing upon June 28, 2007 and ending on June 27, 2010 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

The Customer and Contractor hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.
2. The Basic Wireless Voice Services Florida Plan + VZEmail, Basic Wireless Voice Services Nationwide Plan + VZEmail, and One Thousand (1,000) and Two Thousand (2,000) Home Airtime Allowance with Unlimited IN Calling Minutes Optional Features are being modified. Broadband Access Connect Optional Feature has been added. Exhibit 3-A (Additional Pricing for Combination Voice and Data Devices) to the Agreement is stricken in its entirety and replaced with the new Exhibit 5-A (Additional Pricing for Combination Voice and Data Devices) attached hereto.
3. The Parties also agree that the Department shall benefit from any technical improvements or any software based revisions for the services offered by the Contractor throughout the Renewal Contract Term. The Parties agree that any price decrease effectuated during the Renewal Contract Term by reason of market change or volume or services shall be passed on to the Department; however, price increases for any reason are prohibited. The Contractor agrees that any and all sales promotions that may occur during the Contract Term that result in lower prices for goods, shall be honored to the Department and shall be contained on the invoice.
4. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. At the expiration, termination, or cancellation of the Term, the Department has the sole option of continuing the Contract on a month to month basis under the rates as established in the exhibits under this Contract.
5. Contractor acknowledges that the Department is considering a "Converged Wireless Services" ITN/RFP and agrees that the Department may terminate the existing services (given upon successful procurement of the new contract) provided under this renewal awarded contract at any time with no termination liability charges. End-Users customers will be allowed to migrate within 30 days to the new contract without any penalty.

6. Exhibit 3-B (BroadbandAccess Business Continuity Calling Plan & MobileBridge) and Exhibit 1 (Pricing) to the Agreement is stricken in its entirety and replaced with the new Exhibit 5-B (Additional Pricing for Data Only Plans) attached hereto.

7. Exhibits 3-C (Smart Phones and the Advanced Device Discount Promotion), 4-A (Additional Smart Phones), to the Agreement is stricken in its entirety and replaced with the new Exhibit 5-C (Data Devices and Smart Phones) attached hereto.

8. Government Subscribers may purchase Equipment at Government Equipment Pricing when activating new service and no sooner than 20 months since last Equipment purchased at Government Equipment Pricing. Equipment purchases prior to 20 montbs will be billed at full retail price.

9. Section 4.3.1.1 Cost Recovery Fee below is added to the Agreement: **4.3.1.1 Cost Recovery Fee:** Verizon Wireless will bill on behalf of DMS/EITS a Cost Recovery Fee/Administrative as mandated by DMS/EITS for each state agency and other EITS customer subscriber lines utilizing smart devices with personal digital assistant capabilities and e-mail applications as described in Section 7.1.2 Balance of Line. Verizon Wireless can provide DMS/EITS reporting at the account level that will include account number, number of MTN's, billing date, total billed amount, current amount, amounts past due 30, 60, 90 and 120 days). Verizon Wireless will remit the collected Cost Recovery/Administrative Fee to DMS/EITS in the form of a quarterly check. The first check will be sent 45 days after the end of the quarter to cover the fees collected for July, August and September 2007. Subsequent checks will be processed in the same manner at three month intervals thereafter. Verizon Wireless shall have no liability for Cost Recovery Fees unpaid by Eligible Users. Any collection of past due Cost Recovery Fees from Eligible Users shall be the responsibility of DMS/EITS.

10. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as may have been amended previously or amended herein, shall remain in full force and effect.

11. This Amendment shall be effective on the indicated date contained herein and when executed by both parties.

In witness whereof, and intending to be bound hereby, the parties affix their signatures to this Amendment.

Signature: _____ Date: 6/27/07

By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: _____ Date: 6/27/07

Gerry York, General Counsel
Enterprise Information Technology Services
State of Florida, Dept. of Management Services

Signature: _____ Date: 6-27-07
Terry Kester, Deputy Secretary
Enterprise Information Technology Services
State of Florida, Dept. of Management Services

Signature: _____ Date: _____
By: Linda South, Secretary
State of Florida, Department of Management Services

EXHIBIT 5-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.057
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.095
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature			
These Calling Plans are not eligible for any monthly access fee discounts			
Line Attainment Tier	None		
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.057		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Long Distance Rate††	Included		
Domestic Roaming Airtime Rate†††	$0.39 per minute		
VZEmail Feature with Global Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
Data Roaming in Mexico	$0.005 per Kilobyte		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.
Please visit www.verizonwireless.com for country tiers, listings, and other details.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail with GlobalEmail Feature			
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts			
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.095		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)		
Domestic Long Distance Rate†††	Included		
Optional Feature Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute
Data Roaming in Mexico	$0.005 per Kilobyte		

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.
Please visit www.verizonwireless.com for country tiers, listings, and other details.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	

Wireless Sync Enterprise Server	
Wireless Sync Enterprise Server (unlimited users)	$1,999.00
Device Management Feature*	$5.99 per month per subscriber

Server Software Terms and Conditions

Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)	$4.99 (40 picture messages included)		

Unlimited IN Messaging (Text, Picture, & Video Messaging)			
Optional Feature Access Fee	$10.00	$15.00	$20.00
Additional Messages	500	1500	5000
Overage Rate	$0.10 per message/ per address		

Text, Picture, & Video Messaging	**Optional Feature Access Fee**	**Included Messages**	**Overage Rate**
	$5.00	250	$0.10 per message/ per address

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Broadband Access Connect (for Intenet Browsing, email, or intranet access)		
The $15.00 Optional Feature for Unlimited VZEmail Subscribers is not eligible for discounts.		
	Optional Feature Access Fee	**NationalAccess Roaming**
For Unlimited VZEmail Optional Feature Subscribers	$15.00	$0.002 per Kilobyte (Canada)

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges

do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.

PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.

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

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

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

EXHIBIT 5-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

BroadbandAccess/NationalAccess Telemetry Plans

Monthly Access Fee	BroadbandAccess/ NationalAccess MB Allowance	Overage Rate per kilobyte	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
$8.99	1 MBs	$0.0050	$0.25	$0.69 domestic roaming)	$0.002
$10.99	2 MBs				
$12.99	3 MBs				
$14.99	4 MBs				
$16.99	5 MBs				
$19.99	10 MBs				
$29.99	25 MBs				
$39.99	50 MBs				
$49.99	75 MBs				
$59.99	100 MBs				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer $10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

BroadbandAccess/NationalAccess Telemetry SharePlans

The BroadbandAccess/NationalAccess Telemetry SharePlans are eligible for Telemetry Monthly Access Fee Discounts.

Monthly Access Fee	$10.99	$12.99	$18.99	$34.99	$44.99
Shared MB Allowance	1 MB	2 MBs	5 MBs	25 MBs	50 MBs
Overage Rate Per Kilobyte	$0.005				
Rate Per Minute	$0.25				
Off-Net Roaming Rate Per Minute[2]	$0.69 per minute				
NationalAccess Roaming	$0.002 per KB (Canada)				
Domestic Long Distance	Included				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Corporate Subscribers to the BroadbandAccess/NationalAccess Telemetry SharePlan's. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers, that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Telemetry Units choosing a BroadbandAccess/NationalAccess Telemetry SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the BroadbandAccess/NationalAccess Telemetry SharePlans and migrate existing Telemetry Units to the BroadbandAccess/NationalAccess Telemetry Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

Public Safety/National/Access Only Rate Plan

All cost shall be listed on a Wireless Modem

Number SUNCOM Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless Data Airlink Cost*	Monthly Recurring Cost (MRC) Basis Per - User		
			up to 20Mbytes	**up to 40Mbytes**	**Unlimited**
1 to 49	N/A		$33.19		$48.59
50 to 99	N/A		$33.19		$48.59
100 to 299	N/A		$33.19		$48.59
300 to 499	N/A		$33.19		$48.59
500 to 999	N/A		$33.19		$48.59
1000 to 2499	N/A		$33.19		$48.59
2500 to 4999	N/A		$33.19		$48.59
5000 to 9999	N/A		$33.19		$48.59
10000 (and over)	N/A		$33.19		$48.59

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column
*** All other cost shall be bundled into the Airlink MR**

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the MobileBridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop.

Share Option: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.

MobileBridge
$765.00 (per device)

Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.

Verizon Wireless Calling Plan and Features Details

Calling Plans and Associated Charges: Some calling -plans or monthly access fee price points may not be available in all markets. Customer's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Airtime is rounded up to next full minute or kilobyte, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Verizon Wireless Calling Plan Included Features		
Caller ID[1, 2]	411 Connect SM [2,3]	Basic TXT Messaging[3]

[1]When making a call, Telemetry Unit's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked. [2]Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates [3]Directory assistance with automatic call completion is $1.25 per call plus airtime charges. [3]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply..

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will

be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyta usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions. **NationalAccess Roaming Feature:** Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, Intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such

Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wiraless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Share Option

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

EXHIBIT 5-C
DATA DEVICES AND SMART PHONES

Additional Equipment List		
Government Subscriber Equipment Pricing		
Verizon Wireless Aircard 595 [1,4,5,9,14]	**VZW 5750 PC Card** [1,4,9,10,16]	**BlackBerry 7130** [1,2,6,7,14]
No Charge	No Charge	$129.99
BlackBerry 8830 [1,2,3,4,5,6,7,9,17]	**VZW PN820** [1,2,3,4,5,7,8,9,10,11]	**VZW V620/V640** [1,4,6,9,14,15,16]
$249.99	$119.99	No Charge
BlackBerry 8703e [1,2,5,6,7,9,14]	**Motorola Q** [1,2,34,5,6,7,8,9,14]	**VZW XV6700** [1,2,3,4,5,6,7,8,13,14]
$199.99	$249.99	$349.99
Palm Treo 700 P [1,2,3,4,5,6,7,8, 9,14]	**Palm Treo 700 WX** [1,2,3,4,5,6,7,8, 9,14]	
$449.99	$449.99	

Equipment Pricing listed in this matrix is not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details.

Note: [1]NationalAccess capable Equipment. [2]PDA and BlackBerry plans are available with approved Verizon Wireless NationalAccess capable mobile devices only. [3]Picture Messaging capable Equipment. By ordering Picture Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. [4]TXT messaging and/ or downloads capable. [5]Enhanced Text Messaging capable. [6]The BlackBerry and PDA devices above with Wireless Sync capabilities are subject to the server and software requirements of the respective manufacturer and the terms and conditions of the applicable Verizon Wireless Plans or Optional Feature plans for those devices. [7]Bluetooth capable; for details see www.verizonwireless.com/bluetooth. [8]Video messaging capable. [9]BroadbandAccess capable. [10]Dual-Band (800/1900mhz CDMA) Equipment operates only on wireless networks that provide digital service; therefore, you can only make and receive calls when digital service is available. When digital service is not available, your device will not operate or be able to make 911 calls. [11] Wireless Sync capable. [12] GPRS Capable (GlobalEmail). [13]GoodLink compatible [14]Dual Band Equipment operates only on wireless networks that provide digital service; therefore, you can only make and receive calls when digital service is available. When digital service is not available, your phone will not operate or be able to make 911 calls. [15]Supports Mobile IP "Always-on" capability. [16]Data only; supports BroadbandAccess and NationalAccess service only (Voice, IS95A and TXT Messaging services are unavailable). [17] GPRS Capable (GlobalEmail). [18] BroadbandAccess Revision A capable.

The Advanced Device Discount Program: Government Subscribers activating new service, or eligible for an Equipment upgrade, qualify for an advanced device credit when purchasing a new BlackBerry 8830, VZW PN820, Motorola Q, XV6700, Palm Treo P/WX, Blackberry 7130, and BlackBerry 8703e or any other advanced device offered by Verizon Wireless and included in the Agreement that qualifies for this program. Subscribers may take advantage of one of the following offers:

- Subscribers activating Wireless Service on either the Basic Wireless Voice Services Florida or Nationwide Plan + VZEmail, coupled with either a 1000 or 2000 Minute Home Airtime Allowance Optional Feature, shall receive an advanced device credit of one hundred dollars ($100.00), or

- Subscribers activating Wireless Service Basic Wireless Voice Services Florida or Nationwide Plan + VZEmail, shall receive an advanced device credit of fifty dollars ($50.00)

This Advanced Device Discount Program offer cannot be combined with any other equipment program offer or promotion; however, mail-in rebates may be used with devices that qualify for the advanced device credit.

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 6

THIS AMENDMENT (number 6) ("Amendment") is made and entered into by and between the Department of Management Services, Communication Information Technology Services ("CITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of the Amendment number 5 shall control.

2. Exhibit 6-A (Additional Smart Phones) is additional equipment hereby added to the available equipment for the Agreement.

3. Section 4.3.1.1 (Cost Recovery Fee) to the Agreement is stricken in its entirety and replaced with the new Section below:

   4.3.1.1 Cost Recovery/Administrative Fee: Verizon Wireless will remit an eighty three cent ($0.83) charge per month (the "Cost Recovery/Administrative Fee") as mandated by DMS/EITS for each state agency and other EITS customer subscriber lines utilizing smart devices with personal digital assistant capabilities and e-mail applications as described in Section 7.1.2 Balance of Line. Verizon Wireless can provide DMS/EITS reporting at the account level that will include account number, number of MTN's and billing date. Verizon Wireless will remit the Cost Recovery/Administrative Fee to DMS/EITS in the form of a quarterly check. The first check will be sent 45 days after the end of the quarter to cover the fees collected for July, August and September 2007. Subsequent checks will be processed in the same manner at three-month intervals thereafter.

4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

5. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 9/21/07
By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: _____ Date: 9-28-07
By: Terry Kester, Deputy Secretary
Communication Information Technology Services (CITS)
State of Florida, Department of Management Services

EXHIBIT 6-A
ADDITIONAL SMART PHONES

Additional Equipment List
Government Subscriber Equipment Pricing
Motorola Q9m
$269.99 [1,2,3,4,5,6,7,8,9,10,11]
Note: [1]NationalAccess capable Equipment. [2]PDA and BlackBerry plans are available with approved Verizon Wireless NationalAccess capable mobile devices only. [3]Picture Messaging capable Equipment. By ordering Picture Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. [4]V Cast Music capable. [5]Enhanced Text Messaging capable. [6]The BlackBerry and PDA devices above with Wireless Sync capabilities are subject to the server and software requirements of the respective manufacturer and the terms and conditions of the applicable Verizon Wireless Plans or Optional Feature plans for those devices. [7]Video capture and messaging capable. By ordering Video Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. [8]Bluetooth capable; for details see www.verizonwireless.com/bluetooth. [9]Video messaging capable. [10]BroadbandAccess capable. [11]Wireless sync capable.

Note: The Motorola Q9 is eligible for the Advanced Device Discount Program described in Exhibit 5-C to Amendment No. 5.

Verizon Wireless
Delegation of Authority Form
December 12, 2006

This form is to be used by an approver (Verizon Wireless employee) to delegate their authority to another Verizon Wireless employee or a Verizon Services Organization employee for a temporary period of time (i.e. when approver is unavailable to perform their approval role) or on an ongoing basis (which must be renewed annually). Employees may not further delegate authorities that have been delegated to them.

INDIVIDUAL DELEGATING AUTHORITY (Must be employee of VZW)

Name of Originator: Jim McGean — Job Band: A (EXE or A-F)

Title of Originator: South Area President — Cost Center: 0520

Signature of Originator: — Date Signed: 9/19/2007

INDIVIDUAL TO WHOM AUTHORITY IS BEING DELEGATED (Must be employee of VZW or VZW affiliate)

Name of Delegate: Jason Grund — Job Band: A (EXE or A-F)

Title of Delegate: South Area VP - Finance — Cost Center: 1500

Company: ☒ VZW ☐ VSO

Signature of Delegate — Date Signed: 9/20/07

LIMITATIONS OF DELEGATED AUTHORITY:

Authority to act is granted to the delegate within the limitations designated below. (If left blank, full delegation is assumed).

- *All ongoing delegations in excess of $1,000,000 require secondary approval by CFO.*

☒ *Full Delegation*

☐ *Partial Delegation (specify dollar amount and/or type of items allowed below)*

DURATION AND TYPE OF DELEGATION:

Please denote whether the delegation is for a temporary absence or is ongoing:

☐ *Ongoing Delegation (Expires one year from effective date)* — Effective Date: _____

☒ *Temporary Absence Delegation (For use if individual delegating authority is not available due to travel or absence. 90-day maximum.)* — Effective From: 9/20/2007 Effective To: 9/21/2007

☐ *Termination of Delegation* — Effective Date: _____

Explanation:

APPROVALS:

*CFO Approval, if ongoing delegation > $1,000,000

Fax completed form to Finance Audit & Reporting at 916-357-3265 or email HQ AP Delegations.

Delegation of Authority Form Procedure

Grund Delegation Form.doc
Last Updated 12/12/06

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 7

THIS AMENDMENT (number 7) ("Amendment") is made and entered into by and between the Department of Management Services, Communication Information Technology Services ("CITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of the Amendment number 6 shall control.

2. The Basic Wireless Voice Services Nationwide Plan + VZEmail and Basic Wireless Services Nationwide Plan + VZEmail with Global Email Feature are being modified. VZ Navigator optional feature has been added. Exhibit 5-A (Additional Pricing for Combination Voice and Data Devices) to the Agreement is stricken in its entirety and replaced with the new Exhibit 7-A (Additional Pricing for Combination Voice and Data Devices) attached hereto.

3. Exhibit 7-B (Additional Smart Phones) is additional equipment hereby added to the available equipment for the Agreement.

4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

5. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: Jas E. McGean Date: 1/28/08
By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: Terry L Kester Date: 2-18-08
By: Terry Kester, Deputy Secretary
Communication Information Technology Services (CITS)
State of Florida, Department of Management Services

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF MANAGEMENT SERVICES
BY Grand Lyre 2/13/08

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.057
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.096
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature			
These Calling Plans are not eligible for any monthly access fee discounts			
Line Attainment Tier	None		
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.057		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Long Distance Rate††	Included		
Domestic Roaming Airtime Rate†††	$0.39 per minute		
VZEmail Feature with Global Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
Data Roaming in Mexico	$0.005 per Kilobyte		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Service Nationwide Plan + VZEmail with GlobalEmail Feature			
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts			
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.096		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)		
Domestic Long Distance Rate†††	Included		
Optional Feature Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute
Data Roaming in Mexico	$0.005 per Kilobyte		

Note: National SingleRate home airtime rate and coverage area includes the 50 states. †We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world. Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	
Wireless Sync Enterprise Server			
Wireless Sync Enterprise Server (unlimited users)	$1,999.00		
Device Management Feature*	$5.99 per month per subscriber		
Server Software Terms and Conditions			
Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.			

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

Unlimited IN Messaging (Text, Picture, & Video Messaging)			
Optional Feature Access Fee	$10.00	$15.00	$20.00
Additional Messages	500	1500	5000
Overage Rate	$0.10 per message/ per address		

Text, Picture, & Video Messaging	**Optional Feature Access Fee**	**Included Messages**	**Overage Rate**
	$5.00	250	$0.10 per message/ per address

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*

*Option available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Broadband Access Connect (for Intenet Browsing, email, or intranet access)		
The $15.00 Optional Feature for Unlimited VZEmail Subscribers is not eligible for discounts.		
	Optional Feature Access Fee	**NationalAccess Roaming**
For Unlimited VZEmail Optional Feature Subscribers	$15.00	$0.002 per Kilobyte (Canada)

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than

Additional Calling Plan and Feature Information

as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.
Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.
BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.
PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.
NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.
Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.
International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on ____. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit ____. All data sessions

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

VZAccess and VZEmail

Subscriber devices and will be charged as a data call.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see ____.

EXHIBIT 7-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

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GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

EXHIBIT 7-B
ADDITIONAL SMART PHONES

Additional Equipment List	
Government Subscriber Equipment Pricing	
Samsung i760	**Verizon Wireless XV6800**
$319.99	$349.99
Verizon Wireless USB 720	**RIM Blackberry Pearl 8130**
No Charge	$199.99
PalmOne Treo 755P	**Verizon Wireless UM150**
$349.99	No Charge
Verizon Wireless SMT5800	
$269.99	

Note: For specific product functionality and features please see _____. Verizon Wireless reserves the right to replace the above models with comparable models and to add or discontinue models. All services not available in all areas. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Corporate Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details.

Note: The Samsung i760, RIM Blackberry Pearl 8130, PalmOne Treo 755P, Verizon Wireless SMT5800 and Verizon Wireless XV 6800 are eligible for the Advanced Device Discount Program described in Exhibit 5-C to Amendment No. 5.

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 8

THIS AMENDMENT (number 8) ("Amendment") is made and entered into by and between the Department of Management Services, Communication Information Technology Services ("CITS" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("the Contractor" or "Verizon Wireless"), for attachment to Contract # MA4974, effective June 28, 2004 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement and/or previous amendments, the provisions of the Amendment number 8 shall control.

2. Exhibit 8-A (Additional Smart Phones) is additional equipment hereby added to the available equipment for the Agreement.

3. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

4. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 6/7/08
By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: _____ Date: 6-19-08
By: Terry Kester, Deputy Secretary
Communication Information Technology Services (CITS)
State of Florida, Department of Management Services

EXHIBIT 8-A
ADDITIONAL SMART PHONES

Additional Equipment List	
Government Subscriber Equipment Pricing	
Motorola Q9C	Verizon Wireless XV6900
$154.99	$269.99
RIM Blackberry Curve 8330	
$204.99	

Note: For specific product functionality and features please see _____. Verizon Wireless reserves the right to replace the above models with comparable models and to add or discontinue models. All services not available in all areas. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Corporate Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details.

Note: The Motorola Q9C, RIM Blackberry Curve 8330, and Verizon Wireless XV6900 are eligible for the Advanced Device Discount Program described in Exhibit 5-C to Amendment No. 5.

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 9

THIS AMENDMENT (number 9) ("Amendment") is made and entered into by and between the State of Florida, acting by and through the Department of Management Services, Communication Information Technology Services ("Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract No. MA4974, effective June 28, 2004 (the "Contract").

Customer and Verizon Wireless hereby agree to amend the Contract as follows:

1. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract and/or previous amendments, the provisions of the Amendment number 9 shall control.

2. Customer has replaced the entities previously identified in the Contract as the State Technology Office (STO) and the Enterprise Information Technology Services (EITS). Customer shall perform all the duties and obligations and have the rights of both STO and EITS as relates to the Contract.

3. Any use of the term "State CIO" in the Contract shall be replaced by the term "Secretary of the Department of Management Services."

4. Section 1.3 (Hierarchy of Documents) to the Contract is stricken in its entirety and replaced with the new section below:

   1.3 Hierarchy of Contract Documents

   The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed:

   - The 38-page contract document signed by Verizon Wireless on June 16, 2004 and by the State of Florida on June 28, 2004, as subsequently amended.
   - All Exhibits to the foregoing contract document, including any amendments.
   - The ITN and any posted addenda relating thereto.
   - Verizon Wireless' 37-page response to the ITN.

5. The next-to-last paragraph of Section 4.3.1 of the Contract is stricken in its entirety. (The stricken paragraph begins with "Verizon Wireless will remit..." and ends with "... that STO anticipates will utilize direct billing.")

6. Section 4.3.1.1 (Cost Recovery Fee) to the Contract is stricken in its entirety and replaced with the new Section below:

   4.3.1.1 Administrative Fee: Customer shall have the right to charge Eligible Users a monthly administrative fee (the "Administrative Fee") on each active line of service provided to the Eligible User under this Contract. Customer shall solely determine the amount of the Administrative Fee. As of October 1, 2008, the Administrative Fee is: (i) eighty-three cents ($0.83) per month for combination voice and data rate plans (typically offered for Blackberries, Smartphones, PDAs, etc.); and (ii) $2.00

per month for data-only rate plans (i.e., AirCard service). Customer may modify the Administrative Fee upon ninety (90) days prior written notice to Verizon Wireless, and such notice shall act as an amendment to this provision of the Contract.

If Verizon Wireless provides direct billing to an Eligible User under Section 4.3.1.2 of the Contract, then (i) the Administrative Fee will be included in the monthly service charges and not listed as a separate charge, and (ii) Verizon Wireless will remit the Administrative Fee to Customer in the form of a quarterly check. The first check will be sent 45 days after the end of the quarter to cover the fees collected for October, November, and December 2008. Subsequent checks will be processed in the same manner at three-month intervals thereafter. This fee will only be paid on collected revenues.

7. Section 4.3.1.2 is added to the Contract as follows:

4.3.1.2 Direct Billing: If authorized in writing by Customer, Verizon Wireless may directly bill the Eligible User for services provided under this Contract. Verizon Wireless will provide the direct billing service at no additional charge. Verizon Wireless will provide Customer's Project Manager with accurate monthly reporting of all direct billed accounts including, at a minimum, the Eligible User's name, account number, number of active lines, amount charged and billing date. Customer retains audit authority over all such direct billed accounts.

Once Verizon Wireless provides direct billing service on an Eligible User's account, it cannot revoke the service without providing Customer and the Eligible User with at least ninety (90) days written notice.

The parties agree that any Eligible User who is directly billed for data-only rate plans as of October 1, 2008, may continue to receive direct billing service from Verizon Wireless. However, the parties will cooperate in attempting to move those accounts away from direct billing and toward Customer's billing system. No Eligible User will be moved to Customer's billing system unless the Eligible User consents to the move or Customer has given End User at least twelve (12) months notice in advance of the move. The parties will reasonably cooperate to minimize any inconvenience to the Eligible User when moving the Eligible User to Customer's billing system and each party will be responsible for its own costs. Verizon Wireless shall have no liability for costs to or claims by the End User as a result of moving End User to Customer's billing system.

8. Section 4.3.2.3 is added to the Contract as follows:

4.3.1.3 Modifications, Additions, Reductions or Terminations of Accounts: Verizon Wireless agrees to use Customer's standard CSA ordering processes prior to making any modification, addition, reduction or termination of an account under the Contract. The parties will reasonably cooperate in making adjustments to the CSA ordering processes to achieve greater efficiencies and ease of use.

9. Verizon Wireless' Basic Wireless Data Services Florida Plan has been added. Exhibit 7-A (Additional Pricing for Combination Voice and Data Devices) to the Contract is stricken in its entirety and replaced with the new Exhibit 9-A (Additional Pricing for Combination Voice and Data Devices) attached hereto. The monthly access fees in the new Exhibit 9-A include the Administrative Fees set forth in Section 6 of this Amendment.

10. Verizon Wireless' Public Safety/National Access Only Rate Plan has been modified. Verizon Wireless' State of Florida BroadbandAccess 1 GB Data Plan has been added. Verizon Wireless' State of Florida BroadbandAccess 250 MB Data Plan has been added. Exhibit 5-B (Additional Pricing for Data Only Plans) to the Contract is stricken in its entirety and replaced with the new Exhibit 9B (Additional Pricing for Data Only Plans) attached

hereto. The monthly access fees in the new Exhibit 9-B include the Administrative Fees set forth in Section 6 of this Amendment.

11. Exhibit 9-C (Additional Smart Phones) is hereby added to the available equipment for the Contract. Subject to Section 4.4 of the Contract, Verizon Wireless may add, modify or remove items on this list upon reasonable notice to Customer. All orders for equipment are subject to the availability of inventory.

12. The Advanced Device Discount Program (Page 17 of 17 of Amendment No. 5 dated June 27, 2007) is stricken in its entirety.

13. The parties agree to use the Equipment Change Request Form (attached as Exhibit 9-D) for equipment changes under the Contract. Equipment changes are contingent upon Customer's approval of each formal request. Customer reserves the right to make reasonable edits to this form from time to time.

14. The terms and conditions of the Contract, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

15. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 11/25/08
By: **James E. McGean**, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: _____ Date: 11/26/2008
By: **David Faulkenberry**, Deputy Secretary
State of Florida, Department of Management Services
Communication Information Technology Services (CITS)

Approved as to form and legality:

By: _____
Office of the General Counsel
Department of Management Services

Date: 11/26/08

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.057
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.096
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature			
These Calling Plans are not eligible for any monthly access fee discounts			
Line Attainment Tier	None		
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.057		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Long Distance Rate††	Included		
Domestic Roaming Airtime Rate†††	$0.39 per minute		
VZEmail Feature with Global Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
Data Roaming in Mexico	$0.005 per Kilobyte		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Service Nationwide Plan + VZEmail with GlobalEmail Feature			
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts			
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.096		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)		
Domestic Long Distance Rate†††	Included		
Optional Feature Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute
Data Roaming in Mexico	$0.005 per Kilobyte		

Note: National SingleRate home airtime rate and coverage area includes the 50 states. †We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world. Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Data Services Florida Plan	
This Calling Plan is not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$37.49
Home Airtime Minutes	None
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Per Minute Overage Rate†	$0.057
1000 IN Calling Minutes††††	Included
Verizon Wireless Domestic Long Distance Rate††	Included
Domestic TXT Messaging	Unlimited
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. ††††Only available on specified plans, IN Calling terms and conditions apply. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional Broadband Access Connect Feature (for Intenet Browsing, email, or intranet access)	
The $10.00 Optional Feature for Basic Wireless Data Services Florida Plan Subscribers ONLY and is not eligible for discounts.	
	Optional Feature Access Fee
For Basic Wireless Data Services Florida Plan Subscribers Only	$10.00

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	
Wireless Sync Enterprise Server			
Wireless Sync Enterprise Server (unlimited users)		$1,999.00	
Device Management Feature*		$5.99 per month per subscriber	
Server Software Terms and Conditions			
Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.			

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	
Unlimited IN Messaging (Text, Picture, & Video Messaging)				
Optional Feature Access Fee	$10.00	$15.00	$20.00	
Additional Messages	500	1500	5000	
Overage Rate	$0.10 per message/ per address			
Text, Picture, & Video Messaging	**Optional Feature Access Fee**	**Included Messages**	**Overage Rate**	
	$5.00	250	$0.10 per message/ per address	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*

*Option available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Broadband Access Connect (for Intenet Browsing, email, or intranet access)		
The $15.00 Optional Feature for Unlimited VZEmail Subscribers is not eligible for discounts.		
	Optional Feature Access Fee	**NationalAccess Roaming**
For Unlimited VZEmail Optional Feature Subscribers	$15.00	$0.002 per Kilobyte (Canada)

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than

Additional Calling Plan and Feature Information

as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.
Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.
BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.
PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.
NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.
Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.
International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on ____. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit _www.verizonwireless.com.. All data sessions

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

VZAccess and VZEmail

Subscriber devices and will be charged as a data call.

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

EXHIBIT 9-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

EXHIBIT 9-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

BroadbandAccess/NationalAccess Telemetry Plans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts					
Monthly Access Fee	BroadbandAccess/ NationalAccess MB Allowance	Overage Rate per kilobyte	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
$8.99	1 MBs	$0.0050	$0.25	$0.69 domestic roaming)	$0.002
$10.99	2 MBs				
$12.99	3 MBs				
$14.99	4 MBs				
$16.99	5 MBs				
$19.99	10 MBs				
$29.99	25 MBs				
$39.99	50 MBs				
$49.99	75 MBs				
$59.99	100 MBs				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer $10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

BroadbandAccess/NationalAccess Telemetry SharePlans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts.					
Monthly Access Fee	$10.99	$12.99	$18.99	$34.99	$44.99
Shared MB Allowance	1 MB	2 MBs	5 MBs	25 MBs	50 MBs
Overage Rate Per Kilobyte	$0.005				
Rate Per Minute	$0.25				
Off-Net Roaming Rate Per Minute[2]	$0.69 per minute				
NationalAccess Roaming	$0.002 per KB (Canada)				
Domestic Long Distance	Included				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Corporate Subscribers to the BroadbandAccess/NationalAccess Telemetry SharePlan's. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers, that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Telemetry Units choosing a BroadbandAccess/NationalAccess Telemetry SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the BroadbandAccess/NationalAccess Telemetry SharePlans and migrate existing Telemetry Units to the BroadbandAccess/NationalAccess Telemetry Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

EXHIBIT 9-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

Public Safety/NationalAccess Only Rate Plan

All cost shall be listed on a Wireless Modem

Number SUNCOM Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless Data Airlink Cost*	Monthly Recurring Cost (MRC) Basis Per - User		
			up to 20Mbytes	**up to 40Mbytes**	**Unlimited**
1 to 49	N/A		$33.19		$46.61
50 to 99	N/A		$33.19		$46.61
100 to 299	N/A		$33.19		$46.61
300 to 499	N/A		$33.19		$46.61
500 to 999	N/A		$33.19		$46.61
1000 to 2499	N/A		$33.19		$46.61
2500 to 4999	N/A		$33.19		$46.61
5000 to 9999	N/A		$33.19		$46.61
10000 (and over)	N/A		$33.19		$46.61

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column
*** All other cost shall be bundled into the Airlink MR**

State of Florida BroadbandAccess 1 GB Data Plan
The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess
	With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$42.99
Monthly Allowance	1 GB
Per 1024KB Rate After Allowance	$0.49
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 1 GB Data Plan and each subscriber line must be on the same billing account number.**

EXHIBIT 9-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

State of Florida BroadbandAccess 250 MB Data Plan The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.	
	BroadbandAccess With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$39.99
Monthly Allowance	250 MB
Per 1024KB Rate After Allowance	$0.49
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included
Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and optionshese plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 250 MB Data Plan and each subscriber line must be on the same billing account number.**	

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included
Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the Mobile Bridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop. **Share Option**: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.	
MobileBridge	
$765.00 (per device)	
Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.	

Verizon Wireless Calling Plan and Features Details

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions.

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data

sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

EXHIBIT 9-C
ADDITIONAL SMART PHONES

Additional Equipment List	
Government Subscriber Equipment Pricing	
Verizon Wireless KPC680*	**Motorola Q9C**
$0.00	$54.99
Verizon Wireless XV6900	**RIM Blackberry Curve 8330**
$169.99	$104.99
Samsung i760	**Verizon Wireless XV6800**
$219.99	$249.99
Verizon Wireless USB 720	**RIM Blackberry Pearl 8130**
No Charge	$49.99
Palm Treo 700 WX	**Verizon Wireless UM175**
$249.99	No Charge
Verizon Wireless SMT5800	**Motorola Q9m**
$54.99	$54.99
Verizon Wireless Aircard 595	**VZW 5750 PC Card**
No Charge	No Charge
BlackBerry 8830	**VZW PN820**
$149.99	No Charge
BlackBerry 8703e	**BlackBerry 7130**
$99.99	$29.99

Note: For specific product functionality and features please see www.verizonwireless.com. *At its sole discretion, Verizon Wireless reserves the right to replace the above model Verizon Wireless KPC680 with comparable models and to add or discontinue models. All services not available in all areas. These Equipment prices are only available through Verizon Wireless' Government Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Government Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now℠, Picture Messaging, and other information or Enhanced Services, are subject to terms of use. See verizonwireless.com for details.

EXHIBIT 9-D
EQUIPMENT CHANGE REQUEST FORM

Department of Management Services

Communications and Information Technology Services
4030 Esplanade Way, Suite 115
Tallahassee, Florida 32399-0950
Tel: 850.487-9971
Fax: 850.922.5162
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Complete and submit this "Wireless Data Services - Equipment Change Request Form" PRIOR TO adding new wireless data services equipment to the Wireless Data contract. This change request form will only apply to BlackBerrys, Smartphones, PDAs and Aircards equipment units. **ALL** equipment changes must be approved by the DMS-CITS Product Management & Contract Manager before being added to the Wireless Data Services contract. Submit to: **Raghib Qureshi (raghib.qureshi@dms.myflorida.com)** and cc: **Jon Yeaton (jon.yeaton@dms.myflorida.com)**. Please attach any required additional documentation (i.e. spec sheets) when submitting this form.

Equipment Change Request (ECR) Form

Company: _____ Contract No.: _____

Address: _____ Contract Expiration Date: _____

City: _____ Request Date: _____

State: _____ Zip Code: _____ Phone No.: _____

Contact: _____ Email: _____

Contract Manager Signature of Approval:

_____
Signature Date

Model No. (if applicable)	Category (Equipment Name)	Add/Update/ Change	List Price	Flat Disc.	% Disc.	Final Contract Price

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 10

THIS AMENDMENT (number 10) ("Amendment") is made and entered into by and between the State of Florida, acting by and through the Department of Management Services, Communication Information Technology Services ("Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract No. MA4974, effective June 28, 2004 (the "Contract").

Customer and Verizon Wireless hereby agree to amend the Contract as follows:

1. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract and/or previous amendments, the provisions of the Amendment number 10 shall control.

2. The Basic Wireless Voice Services Florida Plan + VZEmail, Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature, Basic Wireless Data Services Florida Plan, Basic Wireless Voice Services Nationwide Plan + VZEmail, Basic Wireless Voice Services Nationwide Plan + VZEmail with Global Email Feature are being modified. The Per Minute Rate for the Basic Wireless Voice Services Florida Plan + VZEmail, Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature, and Basic Wireless Data Services Florida Plan is $0.054. The Per Minute Rate for the Basic Wireless Voice Services Nationwide Plan + VZEmail and Basic Wireless Voice Services Nationwide Plan + VZEmail with Global Email Feature is $0.093. Exhibit 9-A (Additional Pricing for Voice and Data Devices) to the Agreement is stricken in its entirety and replaced with the new Exhibit 10-A (Additional Pricing for Voice and Data Devices) attached hereto.

3. Verizon Wireless' State of Florida BroadbandAccess 1 GB Data Plan has been modified. Verizon Wireless' State of Florida BroadbandAccess 250 MB Data Plan has been modified. Exhibit 9-B (Additional Pricing for Data Only Plans) to the Contract is stricken in its entirety and replaced with the new Exhibit 10-B (Additional Pricing for Data Only Plans) attached hereto.

4. The monthly access fees in the Exhibits 10-A and 10-B include the Administrative Fees established in Section 4.3.1.1 (Cost Recovery Fee) of the Contract.

5. The terms and conditions of the Contract, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

6. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 2/7/09

By: **James E. McGean**, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: _____ Date: 2/25/2009

By: **David Faulkenberry**, Deputy Secretary
State of Florida, Department of Management Services
Communication Information Technology Services (CITS)

Approved as to form and legality:

By: _____
Office of the General Counsel
Department of Management Services

Date: 2/25/09

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.054
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.093
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature			
These Calling Plans are not eligible for any monthly access fee discounts			
Line Attainment Tier	None		
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.054		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Long Distance Rate††	Included		
Domestic Roaming Airtime Rate†††	$0.39 per minute		
VZEmail Feature with Global Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
Data Roaming in Mexico	$0.005 per Kilobyte		
International Roaming ††††		Zone 1 Countries	Zone 2 Countries
	Corporate Subscribers	$0.99/ minute	$1.99/ minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Service Nationwide Plan + VZEmail with GlobalEmail Feature			
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts			
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.093		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)		
Domestic Long Distance Rate†††	Included		
Optional Feature Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Corporate Subscribers	$0.99/ minute	$1.99/ minute
Data Roaming in Mexico	$0.005 per Kilobyte		

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan. †††† International voice calls, and data roaming outside of the US. GlobalEmail Corporate and Employee Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world. Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Data Services Florida Plan	
This Calling Plan is not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$37.49
Home Airtime Minutes	None
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Per Minute Overage Rate†	$0.054
1000 IN Calling Minutes††††	Included
Verizon Wireless Domestic Long Distance Rate††	Included
Domestic TXT Messaging	Unlimited
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. ††††Only available on specified plans, IN Calling terms and conditions apply. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional Broadband Access Connect Feature (for Intenet Browsing, email, or intranet access)	
The $10.00 Optional Feature for Basic Wireless Data Services Florida Plan Subscribers ONLY and is not eligible for discounts.	
	Optional Feature Access Fee
For Basic Wireless Data Services Florida Plan Subscribers Only	$10.00

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0			MSRP
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users			$ 1,599.00
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user			$ 249.00
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users			$ 999.00
Wireless Sync Enterprise Server			
Wireless Sync Enterprise Server (unlimited users)		$1,999.00	
Device Management Feature*		$5.99 per month per subscriber	
Server Software Terms and Conditions			
Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.			

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)	$4.99 (40 picture messages included)		

Unlimited IN Messaging (Text, Picture, & Video Messaging)			
Optional Feature Access Fee	$10.00	$15.00	$20.00
Additional Messages	500	1500	5000
Overage Rate	$0.10 per message/ per address		

Text, Picture, & Video Messaging	Optional Feature Access Fee	Included Messages	Overage Rate
	$5.00	250	$0.10 per message/ per address

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*

*Option available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Broadband Access Connect (for Intenet Browsing, email, or intranet access)		
The $15.00 Optional Feature for Unlimited VZEmail Subscribers is not eligible for discounts.		
	Optional Feature Access Fee	NationalAccess Roaming
For Unlimited VZEmail Optional Feature Subscribers	$15.00	$0.002 per Kilobyte (Canada)

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than

Additional Calling Plan and Feature Information

as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.
Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.
BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.
PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.
NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator-assisted calls. Current international long distance rates can be found at www.verizonwireless.com and are subject to change.
Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.
International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on ____. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit _www.verizonwireless.com.. All data sessions

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

VZAccess and VZEmail

Subscriber devices and will be charged as a data call.

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

EXHIBIT 10-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

EXHIBIT 10-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

BroadbandAccess/NationalAccess Telemetry Plans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts					
Monthly Access Fee	BroadbandAccess/ NationalAccess MB Allowance	Overage Rate per kilobyte	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
$8.99	1 MBs	$0.0050	$0.25	$0.69 domestic roaming)	$0.002
$10.99	2 MBs				
$12.99	3 MBs				
$14.99	4 MBs				
$16.99	5 MBs				
$19.99	10 MBs				
$29.99	25 MBs				
$39.99	50 MBs				
$49.99	75 MBs				
$59.99	100 MBs				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer $10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

BroadbandAccess/NationalAccess Telemetry SharePlans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts.					
Monthly Access Fee	$10.99	$12.99	$18.99	$34.99	$44.99
Shared MB Allowance	1 MB	2 MBs	5 MBs	25 MBs	50 MBs
Overage Rate Per Kilobyte	$0.005				
Rate Per Minute	$0.25				
Off-Net Roaming Rate Per Minute[2]	$0.69 per minute				
NationalAccess Roaming	$0.002 per KB (Canada)				
Domestic Long Distance	Included				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Corporate Subscribers to the BroadbandAccess/NationalAccess Telemetry SharePlan's. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers, that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Telemetry Units choosing a BroadbandAccess/NationalAccess Telemetry SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the BroadbandAccess/NationalAccess Telemetry SharePlans and migrate existing Telemetry Units to the BroadbandAccess/NationalAccess Telemetry Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

EXHIBIT 10-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

Public Safety/NationalAccess Only Rate Plan

All cost shall be listed on a Wireless Modem

Number SUNCOM Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless Data Airlink Cost*	Monthly Recurring Cost (MRC) Basis Per - User		
			up to 20Mbytes	**up to 40Mbytes**	**Unlimited**
1 to 49	N/A		$33.19		$46.61
50 to 99	N/A		$33.19		$46.61
100 to 299	N/A		$33.19		$46.61
300 to 499	N/A		$33.19		$46.61
500 to 999	N/A		$33.19		$46.61
1000 to 2499	N/A		$33.19		$46.61
2500 to 4999	N/A		$33.19		$46.61
5000 to 9999	N/A		$33.19		$46.61
10000 (and over)	N/A		$33.19		$46.61

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column
*** All other cost shall be bundled into the Airlink MR**

State of Florida BroadbandAccess 1 GB Data Plan
The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess
	With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$42.99
Monthly Allowance	1 GB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 1 GB Data Plan and each subscriber line must be on the same billing account number.**

EXHIBIT 10-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

State of Florida BroadbandAccess 250 MB Data Plan The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.	
	BroadbandAccess With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$39.99
Monthly Allowance	250 MB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and optionshese plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 250 MB Data Plan and each subscriber line must be on the same billing account number.**

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the Mobile Bridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop.
Share Option: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.

MobileBridge
$765.00 (per device)

Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.

Verizon Wireless Calling Plan and Features Details

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions.

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (1XRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data

sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Verizon Wireless Calling Plan and Features Details

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions.

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data

sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager℠ and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Wireless Data Services, Contract No. MA4974 with Verizon Wireless

Amendment No. 11

THIS AMENDMENT (number 11) ("Amendment") is made and entered into by and between the State of Florida, acting by and through the Department of Management Services, Division of Telecommunications ("Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract No. MA4974, effective June 28, 2004 (the "Contract").

Customer and Verizon Wireless hereby agree to amend the Contract as follows:

1. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract and/or previous amendments, the provisions of the Amendment number 11 shall control.

2. The Department of Management Services, Division of Telecommunications, has replaced the Department of Management Services, Communication Information, Technology Services.

3. Verizon Wireless is adding an additional Data Only Plan, the State of Florida BroadbandAccess Specified Use Plan. Exhibit 10-B (Additional Pricing for Data Only Plans) to the Contract is stricken in its entirety and replaced with the new Exhibit 11-B (Additional Pricing for Data Only Plans) attached hereto.

4. The monthly access fees in the Exhibit 11-B include the Administrative Fees established in Section 4.3.1.1 (Cost Recovery Fee) of the Contract.

5. The terms and conditions of the Contract, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

6. This Amendment shall be effective when executed by both parties.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 3/20/09
By: **James E. McGean**, President – South Area
Verizon Wireless Personal Communications LP
dba Verizon Wireless and Verizon Wireless of the
East LP By Verizon Wireless of Georgia LLC, Its
General Partner By Cellco Partnership, Its Sole
Member dba Verizon Wireless

Signature: _____ Date: 5/29/2009
By: **David Faulkenberry**, Deputy Secretary
State of Florida, Department of Management Services
Division of Telecommunicaíons

Approved as to form and legality:

By: _____ Date: 5/26/09

Office of the General Counsel
Department of Management Services

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EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

BroadbandAccess/NationalAccess Telemetry Plans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts					
Monthly Access Fee	BroadbandAccess/ NationalAccess MB Allowance	Overage Rate per kilobyte	Rate Per Minute	Off-Net Rate Per Minute [(Peak/Off Peak) Off-Net LD Included]	NationalAccess Roaming (Canada)
$8.99	1 MBs	$0.0050	$0.25	$0.69 domestic roaming)	$0.002
$10.99	2 MBs				
$12.99	3 MBs				
$14.99	4 MBs				
$16.99	5 MBs				
$19.99	10 MBs				
$29.99	25 MBs				
$39.99	50 MBs				
$49.99	75 MBs				
$59.99	100 MBs				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. In order to qualify for this plan Customer must maintain a minimum of 5 Telemetry Units under this Agreement. Should Customer fall below 5 Units, Verizon Wireless reserves the right to bill Customer $10.00 per month for each Unit Customer falls below the 5 Unit minimum. Verizon Wireless Calling Plan and Features Details apply.

BroadbandAccess/NationalAccess Telemetry SharePlans					
The BroadbandAccess/NationalAccess Telemetry SharePlans are not eligible for Telemetry Monthly Access Fee Discounts.					
Monthly Access Fee	$10.99	$12.99	$18.99	$34.99	$44.99
Shared MB Allowance	1 MB	2 MBs	5 MBs	25 MBs	50 MBs
Overage Rate Per Kilobyte	$0.005				
Rate Per Minute	$0.25				
Off-Net Roaming Rate Per Minute[2]	$0.69 per minute				
NationalAccess Roaming	$0.002 per KB (Canada)				
Domestic Long Distance	Included				

Note: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. Verizon Wireless Calling Plan and Features Details apply.

Sharing: Sharing is available only among Corporate Subscribers to the BroadbandAccess/NationalAccess Telemetry SharePlan's. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers, that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Telemetry Units choosing a BroadbandAccess/NationalAccess Telemetry SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the BroadbandAccess/NationalAccess Telemetry SharePlans and migrate existing Telemetry Units to the BroadbandAccess/NationalAccess Telemetry Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

Public Safety/NationalAccess Only Rate Plan

All cost shall be listed on a Wireless Modem

Number SUNCOM Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless Data Airlink Cost*	Monthly Recurring Cost (MRC) Basis Per - User		
			up to 20Mbytes	**up to 40Mbytes**	**Unlimited**
1 to 49	N/A		$33.19		$46.61
50 to 99	N/A		$33.19		$46.61
100 to 299	N/A		$33.19		$46.61
300 to 499	N/A		$33.19		$46.61
500 to 999	N/A		$33.19		$46.61
1000 to 2499	N/A		$33.19		$46.61
2500 to 4999	N/A		$33.19		$46.61
5000 to 9999	N/A		$33.19		$46.61
10000 (and over)	N/A		$33.19		$46.61

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column
*** All other cost shall be bundled into the Airlink MR**

State of Florida BroadbandAccess 1 GB Data Plan
The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.

	BroadbandAccess
	With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$42.99
Monthly Allowance	1 GB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 1 GB Data Plan and each subscriber line must be on the same billing account number.**

EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

State of Florida BroadbandAccess 250 MB Data Plan The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.	
	BroadbandAccess With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$39.99
Monthly Allowance	250 MB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and optionshese plans are not eligible for discounts on month to month activations. **Sharing is available only among Government Subscribers choosing the equivalent State of Florida BroadbandAccess 250 MB Data Plan and each subscriber line must be on the same billing account number.**

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the Mobile Bridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop.
Share Option: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.

MobileBridge
$765.00 (per device)

Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.

EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

VZAccess℠ Plans (BroadbandAccess) for Internet browsing, email, or intranet access	
The State of Florida BroadbandAccess Specified Use Plan is not eligible for any monthly access fee discounts.	
	State of Florida BroadbandAccess Specified Use Plan
Monthly Access Fee	$39.99
Monthly Allowance	Unlimited for Specified Use
NationalAccess Roaming	$0.002 per Kilobyte***(Canada)
Other Data Services/ Per Minute Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current BroadbandAccess coverage details can be found at www.verizonwireless.com. See State of Florida Contract MA4974 for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. ***Subscribers to NationalAccess and BroadbandAccess Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.

Important Additional Calling Plan and Feature Details and Specified Use: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited pursuant to the Calling Plan and Feature Details, and Verizon Wireless reserves the right to immediately without notice, for any such subscriber, reduce throughput speeds of any application that would otherwise exceed such speed to a maximum of approximately 200 Kbps. These speeds are subject to change, in our reasonable discretion, in order to address network issues. Slower maximum speeds for certain applications in those instances where such applications would otherwise exceed 200 Kbps when accessing Mobile Broadband for up to 30 days. Customers that exceed the 5GB threshold after the initial rate-limit is removed, will be subject to another rate limit each month that they exceed the 5GB threshold. No notification prior to rate-limiting.

Trade Secret, Confidential & Proprietary Information. Not for disclosure outside of the State of Florida without the prior written consent of Verizon Wireless.

Verizon Wireless Calling Plan and Features Details

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device. **Megabyte (MB) Data Plans:** Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions. **NationalAccess Roaming Feature:** Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

EXHIBIT 11-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

CONTRACT AMENDMENT BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS
CONTRACT NO.: MA4974
AMENDMENT 12

THIS AMENDMENT, is made and entered into by and between the State of Florida, acting by and through the Department of Management Services, Division of Telecommunications ("Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("Contractor" or "Verizon Wireless").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month contract extension.

THEREFORE, in consideration of the foregoing premises, pricing and other adjustments offered below and of the mutual covenants and conditions hereinafter set forth, the Parties hereto agree that the Contract shall be amended as follows:

To extend the Contract for an additional six (6) months commencing upon June 28, 2010 and ending on December 27, 2010

All other terms and conditions of the Contract and shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

Linda South, Secretary — Date: 6/11/2010

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

By — Date: 6/9/10

VERIZON WIRELESS

By: **Roger C. Tang**, President – South Area — Date: 6/10/10

Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

CONTRACT NO. MA4974
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS

Amendment No. 13

THIS AMENDMENT ("Amendment) to the Wireless Data Services Contract #MA4974 effective June 28, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless ("Contractor" or "Verizon Wireless").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and,

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month extension; and

WHEREAS, the Contractor agrees to submit to the Department at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. The Parties agree that the Term of this Contract shall be renewed for an additional six (6) months commencing upon December 28, 2010, and ending on June 27, 2011, unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof. This Amendment may not be amended except by the mutual written agreement of the Parties.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

By: Linda H. South, Secretary — Date: 12/1/2010

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

By: Barbara M Crosier — Date: Nov. 19, 2010

VERIZON WIRELESS:

By: Todd Locisano, Executive Director — Date: 11/29/2010
Enterprise & Government Contracts
Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP by Verizon Wireless of Georgia LLC, Its General Partner by Cellco Partnership, Its Sole Member dba Verizon Wireless

CONTRACT NO. MA4974
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS

Amendment No. 14

THIS AMENDMENT ("Amendment) to the Wireless Data Services Contract #MA4974 effective June 28, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless ("Contractor" or "Verizon Wireless").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a six (6) month extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

1. The Parties agree that the Term of this Contract shall be extended for an additional six (6) months commencing upon June 28, 2011 and ending on December 27, 2011 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

2. The Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the Agency, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety days of the effective date of this contract/amendment/extension or within ninety days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.

Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.

Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES:

Edgar A. Pitt FOR _____ 6·17·11

By: John P. Miles, Secretary — Date

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

Barbara M Crosier _____ 6/2/11

By: — Date:

VERIZON WIRELESS:

_____ 6/16/2011

By: Roger C. Tang, President – South Area — Date:

Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP by Verizon Wireless of Georgia LLC, Its General Partner by Cellco Partnership, Its Sole Member dba Verizon Wireless

Todd Loccisano - Executive Director
Enterprise & Government
Contract Management

CONTRACT NO.: MA4974
BETWEEN
DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS

AMENDMENT NO.: 15

THIS AMENDMENT ("Amendment) to the Wireless Data Services Contract #MA4974 effective June 28, 2004 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP, dba Verizon Wireless ("Contractor" or "Verizon Wireless").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a one (1) month extension.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

> The Parties agree that the Term of this Contract shall be extended for an additional one (1) month commencing upon December 28, 2011, and ending on January 27, 2012, unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES:

John P. Miles, Secretary — Date: 12/19/11

VERIZON WIRELESS:

By: Roger C. Tang, President – South Area — Date: 12/12/2011

Todd Loccisano, Executive Director - Enterprise & Government Contracts

Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP by Verizon Wireless of Georgia LLC, its General Partner by Cellco Partnership, its Sole Member dba Verizon Wireless

CONTRACT NO.: MA4974
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS

AMENDMENT NO.: 16

THIS AMENDMENT ("Amendment") to the Wireless Data Services Contract #MA4974 effective June 28, 2004 ("Contract"), is made and entered into by and between the State of Florida, acting by and through the Department of Management Services, Division of Telecommunications ("Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP dba Verizon Wireless, ("Contractor" or "Verizon Wireless").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to add additional services within the scope of the contracted as noted below.

WHEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

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

2. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract and/or previous amendments, the provisions of the Amendment number 15 shall control.

3. The Basic Wireless Voice Services Florida Plan + VZEmail, Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature, Basic Wireless Data Services Florida Plan, Basic Wireless Voice Services Nationwide Plan + VZEmail, Basic Wireless Voice Services Nationwide Plan + VZEmail with Global Email Feature are being modified as follows:

   a. The Per Minute Rate for the Basic Wireless Voice Services Florida Plan + VZEmail, Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature, and Basic Wireless Data Services Florida Plan has changed from $0.054 to $0.052.
   b. The Per Minute Rate for the Basic Wireless Voice Services Nationwide Plan + VZEmail and Basic Wireless Voice Services Nationwide Plan + VZEmail with Global Email Feature has changed from $0.093 to $0.090.

4. In Exhibit 15-A, Optional Features, the 1000 Minute Home Airtime Allowance and the 2000 minute Home Airtime Allowance have been removed and replaced with the Custom State of Florida 3G Voice Package Florida and Nationwide Plans.

5. In Exhibit 15-B, The BroadbandAccess/NationwideAccess Telemetry and Telemetry Share Plans, have been removed and replaced with the new Machine-to-Machine pricing plans.

6. The monthly access fees in the Exhibits 15-A and 15-B include the Administrative Fees established in Section 4.3.1.1 (Cost Recovery Fee) of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

for John P. Miles, Secretary

1/5 2012
Date

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

12/16/11
Date

VERIZON WIRELESS

for Todd Locuano

Signature

12/21/11
Date

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Applicable discounts, if any, have been included in the prices below. No further discounts apply.
Net feature prices below may appear on the bill as a separate undiscounted charge, plus a discount or credit.

Basic Wireless Voice Services Florida Plan + VZEmail	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.052
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Basic Wireless Voice Service Nationwide Plan + VZEmail	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.090
VZEmail Feature Access Fee	$37.49
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Services Florida Plan + VZEmail with GlobalEmail Feature			
These Calling Plans are not eligible for any monthly access fee discounts			
Line Attainment Tier	None		
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.052		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Long Distance Rate††	Included		
Domestic Roaming Airtime Rate†††	$0.39 per minute		
VZEmail Feature with Global Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
Data Roaming in Mexico	$0.005 per Kilobyte		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Government Subscribers	$0.99/ minute	$1.99/ minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. †††† International voice calls, and data roaming outside of the US. GlobalEmail Government Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.
Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.
Please visit www.verizonwireless.com for country tiers, listings, and other details.
Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Voice Service Nationwide Plan + VZEmail with GlobalEmail Feature			
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts			
Standard Monthly Access Fee	$0.00		
Home Airtime Minutes	None		
Per Minute Rate†	$0.090		
NationalAccess Data Roaming (inc Canada)	$0.002 per Kilobyte		
Domestic Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)		
Domestic Long Distance Rate†††	Included		
Optional Feature Access Fee†	$51.99 (Billed as $64.99 per user minus a 20% discount)		
Domestic and Global MB Allowance	Unlimited		
Wireless Sync or BlackBerry Solution	Included		
Voice Roaming in CDMA Countries	$0.69/ per minute (plus pass through charges)		
International Roaming ††††		**Zone 1 Countries**	**Zone 2 Countries**
	Government Subscribers	$0.99/ minute	$1.99/ minute
Data Roaming in Mexico	$0.005 per Kilobyte		

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan. †††† International voice calls, and data roaming outside of the US. GlobalEmail Government Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee, $0.002 per KB/ Canada, $0.005 per KB/ Mexico, and $0.02 per KB/ domestically and the rest of the world.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature. Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. The GlobalEmail Feature include a Global Support Pack with a SIM Card, Global Support Guide, and Global Support Calling Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

Please visit www.verizonwireless.com for country tiers, listings, and other details.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Basic Wireless Data Services Florida Plan	
This Calling Plan is not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$37.49
Home Airtime Minutes	None
MB Allowance	Unlimited
NationalAccess Roaming	$0.002 per Kilobyte
Per Minute Overage Rate†	$0.052
1000 IN Calling Minutes††††	Included
Verizon Wireless Domestic Long Distance Rate††	Included
Domestic TXT Messaging	Unlimited
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Subject to VZEmail terms and conditions. Please see www.verizonwireless.com for current availability. ††††Only available on specified plans, IN Calling terms and conditions apply. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. Voice Airtime and long distance with VZEmail features are per the underlying calling plan. Share Options are not available with VZEmail feature.

Home Rate and Coverage Maps are available online at: http://business.verizonwireless.com/StofFLgov/home.htm .

Optional Broadband Access Connect Feature (for Intenet Browsing, email, or intranet access)

The $10.00 Optional Feature for Basic Wireless Data Services Florida Plan Subscribers ONLY and is not eligible for discounts.

	Optional Feature Access Fee
For Basic Wireless Data Services Florida Plan Subscribers Only	$10.00

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional BlackBerry® Enterprise Server (BES) v4.0			
BlackBerry Enterprise Server Version 4.0			MSRP
BlackBerry Enterprise Server 4.0 for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise - 20 users			$ 4,099.00
BlackBerry Enterprise Server CALs for BES 4.0	MSRP	BlackBerry Enterprise Server CALs for BES 4.0	MSRP
BlackBerry Enterprise Server CAL, 1 users	$ 99.00	BlackBerry Enterprise Server CAL, 50 user	$ 3,299.00
BlackBerry Enterprise Server CAL, 5 users	$ 429.00	BlackBerry Enterprise Server CAL, 100 user	$ 5,999.00
BlackBerry Enterprise Server CAL, 10 users	$ 699.00	BlackBerry Enterprise Server CAL, 500 user	$ 27,499.00
Small Business Edition BlackBerry Enterprise Server Version 4.0		MSRP	
SBE BlackBerry Enterprise Server 4.0 for Microsoft Exchange - 5 Users		$ 1,599.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 1 user		$ 249.00	
SBE BlackBerry Enterprise Server 4.0 CAL, 5 users		$ 999.00	
Wireless Sync Enterprise Server			
Wireless Sync Enterprise Server (unlimited users)		$1,999.00	
Device Management Feature*		$5.99 per month per subscriber	
Server Software Terms and Conditions			
Note: BES and Wireless Sync Enterprise Server are subject to the VZEmail Server Software terms and conditions. See Calling Plan Details for important information regarding calling plan, features and options. *Wireless Sync Device Management Feature functionality requires Subscribers to add the Device Management Feature to all applicable lines. The Device Management Feature may not be currently available. BES and Wireless Sync prices are subject to change.			

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

Unlimited IN Messaging (Text, Picture, & Video Messaging)			
Optional Feature Access Fee	$10.00	$15.00	$20.00
Additional Messages	500	1500	5000
Overage Rate	$0.10 per message/ per address		

	Optional Feature Access Fee	Included Messages	Overage Rate
Text, Picture, & Video Messaging	$5.00	250	$0.10 per message/ per address

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Custom State of Florida 3G Voice Package Florida Plans

STATE OF FLORIDA GOVERNMENT LINES ONLY
Requires a BlackBerry or Smartphone VZEmail Feature of $37.49 or higher

Packages may not be combined are not eligible for discounts

Florida 600 Voice Package		
	Standard Handsets	BlackBerry/Smartphone
Monthly Access Fee	**$30.00**	**$30.00**
General Allowance Minutes	600	600
Per Minute Rate † (After Allowance)	$0.052	$0.052
Unlimited Text Messaging	N/A	Included
Unlimited Push To Talk	Included	Included
Mobile to Mobile Minutes	600	600
Roaming Outside Florida Home Area	$0.39 roaming outside of Florida ($0.69 per minute in Canada)	$0.39 roaming outside of Florida ($0.69 per minute in Canada)

Florida Unlimited Voice Package		
	Standard Handsets	BlackBerry/Smartphone
Monthly Access Fee	**$45.00**	**$45.00**
General Allowance Minutes	Unlimited	Unlimited
Unlimited Text Messaging	N/A	Included
Unlimited Push To Talk	Included	Included
Mobile to Mobile Minutes	Included	Included
Roaming Outside Florida Home Area	$0.39 roaming outside of Florida ($0.69 per minute in Canada)	$0.39 roaming outside of Florida ($0.69 per minute in Canada)

Note: The Custom State of Florida (3G) Voice Package Florida Plans Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers within the State of Florida. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Custom State of Florida 3G Voice Package Nationwide Plans

STATE OF FLORIDA GOVERNMENT LINES ONLY
Requires a BlackBerry or Smartphone VZEmail Feature of $37.49 or higher

Packages may not be combined are not eligible for discounts

Nationwide 600 Voice Package		
	Standard Handsets	BlackBerry/Smartphone
Monthly Access Fee	**$30.00**	**$30.00**
General Allowance Minutes	600	600
Per Minute Rate † (After Allowance)	$0.090	$0.090
Unlimited Text Messaging	N/A	Included
Unlimited Push To Talk	Included	Included
Mobile to Mobile Minutes	600	600
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)	Included throughout the 50 States ($0.69 per minute in Canada)
Nationwide Unlimited Voice Package		
	Standard Handsets	BlackBerry/Smartphone
Monthly Access Fee	**$65.00**	**$65.00**
General Allowance Minutes	Unlimited	Unlimited
Unlimited Text Messaging	N/A	Included
Unlimited Push To Talk	Included	Included
Mobile to Mobile Minutes	Included	Included
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)	Included throughout the 50 States ($0.69 per minute in Canada)

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Broadband Access Connect (for Intenet Browsing, email, or intranet access)		
The $10.00 Optional Feature for Unlimited VZEmail Subscribers is not eligible for discounts.		
	Optional Feature Access Fee	**NationalAccess Roaming**
For Unlimited VZEmail Optional Feature Subscribers	$10.00	$0.002 per Kilobyte (Canada)
Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9800 are not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or $0.25 per minute.		

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

NationalAccess and BroadbandAccess: NationalAccess data sessions require a NationalAccess capable PC Card, PDA or BlackBerry and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Subscriber MUST press "END" or "DISCONNECT" to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive, however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

Unlimited NationalAccess/BroadbandAccess Plans: Unlimited NationalAccess/BroadbandAccess plans cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications other that the BlackBerry Enterprise Server, including, without limitation, Web camera posts or broadcasts, continuous jpeg file transfers, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as substitute or backup for private lines or dedicated data connections. If more than 5 GB/line/month, Verizon Wireless presumes use is for non-permitted uses and will terminate service; see brochure for details. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has a Mobile IP (MIP) capable device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

BlackBerry Subscribers: Some BlackBerry features require the use of BlackBerry Desktop Software utilizing desktop redirector and/or the BlackBerry Enterprise Server (BES). Voice calls cannot be received when an e-mail or other data transmission is occurring. If Equipment is turned off or if the Subscriber travels outside of the NationalAccess service area, e-mail messages will be automatically stored for up to seven days and forwarded when the Subscriber returns to the NationalAccess service area. E-mails received display only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Subscriber's request. Receiving e-mail attachments and graphics may be limited based on the BlackBerry model or software.

PDA/Smartphone: NationalAccess capable PDA/Smartphone required. Not available for NationalAccess capable PC cards or for other wireless modems such as mobile devices tethered to the PC. In order to use the PDA/Smartphone over the air email applications, Subscriber's PC must be powered on and able to receive e-mail.

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

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

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). I-DIAL eligibility may require a minimum payment history and/or a security deposit, and failure to maintain these requirements may result in suspension of I-DIAL without notice. The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone/ GlobalAccess/ GlobalEmail): Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes, surcharges and other regulatory fees may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from Subscriber's failure to comply with Foreign Laws.

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on _____. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net^{SM} or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess

capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data

EXHIBIT 15-A
ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

Sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

Subscriber devices and will be charged as a data call.

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

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ADDITIONAL PRICING FOR COMBINATION VOICE AND DATA DEVICES

Additional Calling Plan and Feature Information

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager[SM] and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.
GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.
GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. Pay Per Use Global Email lines shall be billed a one time charge of $39.99 for Global Support Pack. Customers activating service with Global Email Feature will receive Global Support Pack at no charge.

EXHIBIT 15-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

Verizon Wireless Machine-to-Machine Service Addendum

The terms and conditions in this Addendum apply to Customer's Machine to Machine ("M2M") service. M2M refers to the transmission of data using the Wireless Service between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

All terms and conditions of the Agreement apply to M2M service, which shall be deemed a "Wireless Service," and M2M Lines, except as modified below.

M2M Attainment Tier and Discounts

M2M Attainment Tier: The range of total M2M lines that are active under this Agreement at a given time, which determines the applicable M2M monthly access fee discounts. M2M lines do not count towards Customer's voice/non-M2M data Attainment Tier and/or revenue commitment under this or any other Agreement, nor do voice/Data lines under this or any other Agreement apply toward the M2M Attainment Tier.

Eligible M2M Plans: Verizon Wireless M2M plan with a monthly access fee of $34.99 or higher unless such plan specifies that discounts are not applicable. M2M plans can be activated for 12 or 24 month Line Terms or on a month-to-month basis.

M2M Attainment Tier and Monthly Access Fee Discount on Eligible M2M Calling Plans		
☐ 500 - 999	☒ 1,000 - 4,999	☐ 5,000 - 9,999
11%	13%	15%

1. **M2M Line:** An individual line of Wireless Service used for Machine-to-Machine transmission.

2. **M2M Equipment:** Customer must provide its own M2M equipment, which must be listed on Verizon Wireless's approved device list at the time of activation, when activating service on a Verizon Wireless M2M Plan. Customer may not activate equipment purchased from Verizon on M2M plans.

3. **Activation and Early Termination Fees:** Activation and early termination fees are waived for government subscribers.

4. **M2M Attainment Tier:** To activate M2M Lines and be eligible for the attached Verizon Wireless M2M Plans, Customer must maintain a minimum of 5 M2M Lines at all times. Customer must achieve and maintain its initial minimum of active M2M Lines ("M2M Attainment Tier") within 180 days from the Effective Date of this Addendum. M2M Attainment Tier and discount changes will be in accordance with the Attainment Tier and Discount Changes section of the Agreement.

EXHIBIT 15-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

3G Mobile Broadband M2M Plans

The 3G Mobile Broadband M2M Plans with monthly access fees $34.99 or higher are eligible for the M2M Monthly Access Fee Discounts.

Monthly Access	Allowance	Overage Rate per KB	Share Option*	NationalAccess Roaming per KB (Canada)
$8.99	1MB	$0.0050	Tier 1	$0.002
$10.99	2MB			
$12.99	3MB			
$14.99	4MB			
$16.99	5MB			
$19.99	10MB			
$29.99	25MB			
$39.99	50MB	$0.0003	Tier 2	$0.002
$49.99	250MB			
$59.99	1GB			
$99.99	5GB		Tier 3	

Note: Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com.
***Sharing:** Sharing among M2M lines is available only among lines active on plans in the same sharing tier (Tier 1 includes plans from 1MB through 25MB, Tier 2 includes plans from 50MB, 250MB and 1GB, and Tier 3 includes only the 5GB plan). Sharing is available only among Corporate Subscribers to the 3G Mobile Broadband M2M SharePlans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of ten (10) Telemetry Units choosing a 3G Mobile Broadband M2M SharePlan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the 3G Mobile Broadband M2M SharePlans and migrate existing units to the 3G Mobile Broadband M2M Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Telemetry Unit to the total KBs needed by all sharing Telemetry Unit's. Sharing is also available among the $39.99/50 MB, $49.99/250 MB and the $59.99/1 GB plan groups. The $99.99 5GB plan can only share with itself. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

3G Mobile Broadband M2M Plans

The 3G Mobile Broadband M2M Plans with monthly access fees $34.99 or higher are eligible for the M2M Monthly Access Fee Discounts

Monthly Access	Allowance	Overage Rate per KB	Share Option*	Monthly fee for Share Option	NationalAccess Roaming per KB (Canada)
$5.00	1MB	$3 per MB	Tier 1	Included	$0.002
$7.00	5MB				
$10.00	25MB				
$15.00	50MB		Tier 2		
$25.00	250MB			$10 per Line	$0.002
$50.00	5GB		Tier 3		

Note: Current data coverage details can be found at www.verizonwireless.com.
***Sharing:** Sharing among M2M lines is available only among lines active on plans in the same sharing tier (Tier 1 includes plans from 1MB through 25MB, Tier 2 includes plans from 50MB and 250MB, and Tier 3 includes the 5GB plan - the 5GB shares only with itself). Sharing set up may require separate billing accounts. Sharing is available only among Corporate Subscribers to the Mobile Broadband M2M Megabyte Plans. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance, during the same monthly billing period. Customer must maintain a minimum of ten (10) M2M Lines choosing a Mobile Broadband M2M Megabyte Plan at all times to qualify, otherwise Verizon Wireless reserves the right to cease offering the Mobile Broadband M2M Megabyte Plans and migrate existing M2M Lines to the Mobile Broadband M2M Megabyte Plans (without sharing). Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Lines to the total KBs needed by all sharing M2M Lines. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. " Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $51.2/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

EXHIBIT 15-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

Public Safety/NationalAccess Only Rate Plan

All cost shall be listed on a Wireless Modem

Number SUNCOM Users	Verizon Pricing Monthly Recurring Wireless Modem Insurance	Cost Tiered Wireless Data Airlink Cost*	Monthly Recurring Cost (MRC) Basis Per - User		
			up to 20Mbytes	**up to 40Mbytes**	**Unlimited**
1 to 49	N/A		$33.19		$46.61
50 to 99	N/A		$33.19		$46.61
100 to 299	N/A		$33.19		$46.61
300 to 499	N/A		$33.19		$46.61
500 to 999	N/A		$33.19		$46.61
1000 to 2499	N/A		$33.19		$46.61
2500 to 4999	N/A		$33.19		$46.61
5000 to 9999	N/A		$33.19		$46.61
10000 (and over)	N/A		$33.19		$46.61

Enter the Usage Rate Above the Applicable Tier on a Cost/Kbytes Basis
Note: Under no circumstance shall the end-user be charged more than the amount listed in the unlimited column
*** All other cost shall be bundled into the Airlink MR**

State of Florida BroadbandAccess 1 GB Data Plan
The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions.

	BroadbandAccess
	With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$42.99
Monthly Allowance	1 GB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **Sharing is available only among Government Subscribers choosing the equivalent (same) State of Florida BroadbandAccess 1 GB Data Plan and each subscriber line must be on the same billing account number.**

EXHIBIT 15-B
ADDITIONAL PRICING FOR DATA ONLY PLANS

State of Florida BroadbandAccess 250 MB Data Plan The BroadbandAccess Data Plans are not eligible for monthly access fee discounts and promotions, when available.	
	BroadbandAccess With a PC Card or notetebook with BroadbandAccess Built-In
Monthly Access Fee	$39.99
Monthly Allowance	250 MB
Overage Rate Per KB	$0.0005
NationalAccess Roaming	$0.002 per KB(Canada)/ $0.005 per KB (Mexico)
Domestic Long Distance	Included

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **Sharing is available only among Government Subscribers choosing the equivalent (same) State of Florida BroadbandAccess 250 MB Data Plan and each subscriber line must be on the same billing account number.**

BroadbandAccess Business Continuity Calling Plan	
The BroadbandAccess Business Continuity Calling Plans are eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
Monthly Access Fee with Share Option	$44.99*
MB Allowance	40 MB
Overage Rate Per MB	$1.00 ($0.001/KB)
Home Airtime Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, and BroadbandAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans and options. †Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. Verizon Wireless VZAccess Terms and Conditions apply. **This service is not designed and not available for use as a primary connection or for network load balancing to offset periods of high data usage. In addition, the service is not a guaranteed backup connection in the event of disaster situations.** The BroadbandAccess Business Continuity solution is available with the Mobile Bridge gateway product only. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's when used within a laptop.

Share Option: Sharing is available only among Government Subscribers to BroadbandAccess Business Continuity Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. An Eligible User must maintain a minimum of one hundred (100) Government Subscribers choosing the BroadbandAccess Business Continuity Calling Plan with the share option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. Sharing accounts require set up that may take thirty (30) to sixty (60) days. *The Share Option may not be currently available and the monthly access fee is subject to change.

MobileBridge
$765.00 (per device)

Verizon Wireless is not the manufacturer of the Mobile Bridge device and makes no representations or warranties whatsoever, either express or implied, with respect to such device. The Mobile Bridge device is manufactured by Lucent Technologies. Customer support for the Mobile Bridge device must be obtained from the device manufacturer. If Verizon Wireless in its sole discretion determines that a Business Continuity related inquiry from a Subscriber is related to the Mobile Bridge device, it may transfer the service request to appropriate representatives of the device manufacturer. The Mobile Bridge device supports the VZW V620, Kyocera KPC 650, and the VZW 5740 PC Card's only.

VZAccess[SM] Plans (BroadbandAccess) for Internet browsing, email, or intranet access	
The State of Florida BroadbandAccess Specified Use Plan is not eligible for any monthly access fee discounts.	
	State of Florida BroadbandAccess Specified Use Plan
Monthly Access Fee	$39.99
Monthly Allowance	Unlimited for Specified Use
NationalAccess Roaming	$0.002 per Kilobyte***(Canada)
Other Data Services/ Per Minute Rate†	$0.25 per minute
Domestic Long Distance	Included

Notes: Current BroadbandAccess coverage details can be found at www.verizonwireless.com. See State of Florida Contract MA4974 for important information about calling plans, features and options. †Per Minute Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. ***Subscribers to NationalAccess and BroadbandAccess Plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at $0.002/KB in Canada, $0.020/KB in Tier 1 Countries, and $0.030/KB in Tier 2 Countries.

Important Additional Calling Plan and Feature Details and Specified Use: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited pursuant to the Calling Plan and Feature Details, and Verizon Wireless reserves the right to immediately without notice, for any such subscriber, reduce throughput speeds of any application that would otherwise exceed such speed to a maximum of approximately 200 Kbps. These speeds are subject to change, in our reasonable discretion, in order to address network issues. Slower maximum speeds for certain applications in those instances where such applications would otherwise exceed 200 Kbps when accessing Mobile Broadband for up to 30 days. Customers that exceed the 5GB threshold after the initial rate-limit is removed, will be subject to another rate limit each month that they exceed the 5GB threshold. No notification prior to rate-limiting.

Trade Secret, Confidential & Proprietary Information. Not for disclosure outside of the State of Florida without the prior written consent of Verizon Wireless.

Verizon Wireless Calling Plan and Features Details

NationalAccess/ BroadbandAccess

NationalAccess data sessions require NationalAccess capable Equipment and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service areas. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. "END" or "DISCONNECT" MUST be pressed to ensure that session disconnects and charges cease, otherwise data sessions may automatically reinitiate without pressing "SEND" or "Connect". Monthly allowances apply only to NationalAccess/BroadbandAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously for the voice call in accordance with the Calling Plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: Megabyte NationalAccess data sessions need to be reinitiated after 24 hours. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess (Minutes of Use) Plans: NationalAccess (Minutes of Use) Plan data sessions automatically terminate after five (5) minutes of inactivity unless connected via a Mobile IP (MIP) capable device. During data session, when traveling outside the NationalAccess area or connection is otherwise unavailable, and continuing with session after returning within five (5) minutes, the entire length of the data session will be billed. 777-000-0001 will be shown in dialed digits column of bill for NationalAccess data sessions. **NationalAccess Roaming Feature:** Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea

VZAccess and VZEmail

VZAccess and VZEmail Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) plans. VZEmail includes PDA/Smartphone and BlackBerry plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net^{SM} or dial-up) transmissions and voice calls will be billed at the per-minute overage rate according to the VZAccess plan. For optional data features, "other data" will be billed as Anytime Minutes or at the per-minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move to another calling plan from a VZEmail plan or feature or a Voice and Data Choice Bundle will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on VZAccess Plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click **END** or **DISCONNECT** button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking **SEND** or **CONNECT** button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or Good Mobile Messaging) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

NationalAccess, BroadbandAccess, and GlobalAccess, Push to Talk, and certain VZEmail services may only be used with wireless devices for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). The VZAccess, VZEmail and Push to Talk services may not be used for any other purpose. Examples of prohibited uses include, without limitation, the following (i) continuous uploading, downloading or streaming of audio or video programming or games, (ii) server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service,

including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions with a BroadbandAccess Connect Optional Feature. Verizon Wireless reserves the right to limit throughput or amount of data transferred. Data usage in excess of 5GB per line in a given month is presumed to be using the service in a manner prohibited above, and Verizon Wireless reserves the right to immediately terminate the service of any such Subscriber without notice. BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

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

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

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

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, Subscribers must install GlobalAccess VZAccess Manager^{SM} and run the OTA wizard. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Text messaging billed at standard domestic and international Text Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

GlobalAccess and Global Email SIM Cards: SIM Cards are available for use only with your Global PC Card, Global PDA, or Global Phone, and only for the purposes of those services. Verizon Wireless is not responsible for any unauthorized use of Subscriber's SIM Cards and Subscriber must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card.

Wireless Voice Services Contract

by and between

State of Florida, Department of Management Services,

and

Verizon Wireless

May 11, 2005

Summary Contents

Contract
1 ITN Special Instructions
2 Technical Requirements
3 General Instructions to Respondents (PUR 1001)
4 General Contract Conditions (PUR 1000)
5 Special Contract Conditions
6 Forms and Worksheets

1.0 Contract

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless. ("Contractor").

The Contractor responded to the Department's Invitation to Negotiate No. 10-725-000-W for Wireless Voice Services. The Department has determined to accept the Contractor's offer and to enter into this Contract in accordance with the terms and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001).

The term of the Contract is five years from the last date signed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- Technical Requirements
- Special Contract Conditions
- General Instructions to Respondents (PUR 1001)
- General Contract Conditions (PUR1000)
- Any purchase order under the Contract
- Contractor's offer and price schedule (Forms and Worksheets)

This order of precedence supercedes sections 1.4, b) and 3.4, a).

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

By: Fred Springer, Director, State Purchasing — Date: 5/11/05

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

By: — Date: 5/10/5

Verizon Wireless Personal Communications LP (a Delaware LP) dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

By: — Date: May 6, 2005

Its: South Area Director of Finance

1 ITN Special Instructions

1.1 Introduction

a) The State of Florida, Department of Management Services ("the Department") is issuing this Invitation to Negotiate ("ITN") to solicit responses from potential respondents for the provision of wireless voice services.

b) The State of Florida, Department of Management Services, invites interested Vendors to submit responses in accordance with these solicitation documents. The purpose of this solicitation is to establish a sixty (60) month State Term Contract for the provision of wireless voice services. Note that there is an option to renew the resulting Contract as provided in Chapter 287, Florida Statutes. Any renewal will be at the same terms and conditions of the original term of the Contract.

1.2 Background

The current contract, which this contract will succeed, is estimated at $50 million annual spend of which approximately $12 million is by State Agencies. This estimated figure is provided as a historical reference of prior expenditures within the State and should not be interpreted or construed as representing future purchases by the State or Eligible Users as defined in Section 1.5.

1.3 Contact Person

Refer ALL Inquiries to:

Stu Potlock, Purchasing Analyst
State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 315
Tallahassee, FL 32399-0950

1.4 Order of Precedence

a) Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. After successful negotiations, Contractor(s) shall sign a Contract form incorporating the solicitation materials and any additional terms and conditions resulting from the negotiation process.

b) All responses are subject to the terms of the following sections of this ITN, which, in case of conflict, shall have the order of precedence listed:

- Technical Requirements
- Special Instructions
- Special Conditions (if applicable)
- Instruction to Respondents (PUR 1001)
- General Conditions (PUR 1000)

- Forms
- Pricing Worksheet

c) Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail.

d) The Department will consider additional terms and conditions submitted by a respondent that may be submitted as part of a respondent's response. This willingness to consider additional terms and conditions takes precedence over the language contained in the General Instructions (PUR 1001), paragraph four.

1.5 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a) "The Department" means the entity that has released the solicitation.

b) "Eligible Users is defined in 60A-1.005, F.A.C. The term includes, but is not limited to Executive Branch, Legislative Branch, Judicial Branch, public schools, universities, community colleges, counties, cities, and other entities approved by Department of Management Services. With the consent of the successful Respondent, purchases may be made under the terms and conditions of this ITN by governmental entities located outside the State of Florida. Appropriate governmental entities' purchasing laws, rules and regulations shall apply to purchases made under this contract. Also, with the consent of the successful Respondent, purchases may be made under the terms and conditions of this ITN by vendors providing contractual services to Eligible Users, under the condition that Wireless Voice Services are being used in the delivery of contractual services to Eligible Users. (See Section 5.8, Cooperative Purchasing as the Contractor will not make this Contract or pricing available to governments outside of Florida.)

c) "Customer" - The entity that is issuing a Purchase Order.

1.6 Who May Respond

a) Fully licensed Wireless Voice Services providers as described in Section 2.0 of this ITN who are in good standing with the State of Florida, meet the Technical Requirements, and which possess the financial capability, experience and personnel resources to provide service of the scope and breadth described in this ITN.

b) The Department and Eligible Users retain the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITN as deemed necessary during the ITN or after contract award.

1.7 MyFloridaMarketPlace ITN Overview

The Department uses the MyFloridaMarketPlace system to receive bids electronically. See paragraph three of the General Instructions (PUR 1001) for more detail.

1.8 MyFloridaMarketPlace Sourcing Tool Tips

a) When working in the Sourcing tool, be aware of the twenty minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries since you last saved are not lost.

b) Please note that clicking the SAVE button within the Sourcing tool only saves your ITN responses. The SAVE button does not transmit your ITN response to the State. In order to transmit your ITN response to the State, you must click the SUBMIT button on the SUMMARY page of the ITN response.

c) After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing tool to verify that the response is accurately and completely captured within the Sourcing too. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event you discover an error and need to resubmit a revised response.

d) To validate your response, you should do the following before the Solicitation period ends:
Go to My Responses tab within Sourcing tool after you submitted your response
Click on the Response ID number of your last submitted response
Review response to make sure all responses are complete, accurate and as you intended to submit.
Minimum areas to check are:

- text boxes - Is your entire answer viewable?
- Yes/No questions - Is the displayed answer correct?
- All uploaded document files / scanned documents - Can you open attached document and clearly view entire content?
- Pricing Information - Are all prices you intended to submit visible and accurately captured within Sourcing tool?

e) It is strongly recommended not to wait until the last minute to upload and validate your response to this or any solicitation.

1.9 Email Notification

Respondents are reminded that the Sourcing tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of ITNs.

Respondents are responsible for checking the MyFloridaMarketPlace Sourcing tool and / or the Vendor Bid System for information and updates concerning this ITN.

1.10 MFMP Sourcing Tool Training for Respondents

a) An optional conference call training session on how to use the MyFloridaMarketPlace Sourcing Tool for this ITN is scheduled on the date indicated on the Event Timeline.

Please go to:
http://marketplace.myflorida.com/vendor/vendor_solicitation/rfp_event_user_guide.pps and review the vendor training link and download the document titled **Contractor Training_ITN.ppt.** Please have this document open on your desktop while participating on the call. To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

b) Additionally, an On-Demand web-based interactive training application to learn how to respond to an event using the MyFloridaMarketPlace sourcing tool is also available. This is another vehicle to receive training on how to use MyFloridaMarketPlace Sourcing tool if you cannot make the Optional training conference call or want additional guidance. The link is http://marketplace.myflorida.com/vendor/vendor_training.htm click on Responding to Sourcing Event.

1.11 Amendments to the ITN Documents

The Department reserves the right to issue amendments to the ITN. Notice of any amendment will be posted within MyFloridaMarketPlace and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the ITN. Each Respondent is responsible for monitoring the site for new or changing information concerning this ITN.

1.12 Ordering Instructions

Ordering Instructions included in the sourcing tool shall identify persons responsible for answering questions about the Response and administering the resulting Contract and shall provide information necessary for placing orders under the Contract.

1.13 Basis for Award

a) The Department may make awards to one or more Respondents whose proposals are deemed to offer the greatest value to the State.

b) The Department reserves the right to accept or reject any and all Responses, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interest.

c) The Department intends to review and evaluate the Respondent's offer in two (2) separate stages. Stage I evaluation will involve the review and evaluation of the Respondent's submittal of information requested in the Stage I questionnaire, contained within this ITN. This evaluation will include a review of the percentage of the State a Respondent can cover with 98% wireless network availability, the percentage of that 98% wireless network availability derived from the Respondent's home network and roaming partners respectively as substantiated by Respondent submitted engineering coverage maps. Additional Stage I evaluation components will be Respondent's willingness to provide meaningful remedies for substandard performance when measured against service level performance measurements as defined in Section 2.0, Technical Requirements, and overall compliance with Section 2.0 Technical Requirements.

d) Top scoring Stage I Respondents will be invited to Stage II negotiations that will include the Respondent's pricing proposals. (See Section 6.0 for specific scoring criteria) Negotiations will begin with the highest scoring Respondent from Stage I and continue as necessary to the next highest Respondents until the Department has determined that statewide service coverage is achieved. Should the Department determine that a single provider is unable to provide the State with satisfactory full statewide coverage, subsequent negotiations shall take place until the Department is satisfied that the identified Respondent(s) can adequately provide the best wireless voice coverage to the State at the most advantageous price. The Department will seek the best combination of wireless coverage at the most advantageous price to the State.

1.14 Submittal of Response

a) Respondents will submit their offer via the MyFloridaMarketPlace Sourcing System. In the event a Respondent submits more than one response, only the last response received by the system shall be considered for award. Offers not submitted within the System shall be rejected. Each Respondent is responsible for ensuring that the offer is submitted before the submittal deadline noted on the Event Timeline.

b) The Department shall not consider late offers and the System will NOT accept offers after the due date and time specified in the Event Timeline or as amended by the Department. The System will require Respondents to review Respondent Checklist and confirm that they have completed all required activities before accepting offer. The Respondent Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the proposal are included with the proposal submittal. OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE EVENT TIMELINE.

1.15 Electronic Posting of Ranking of Respondents prior to Negotiations and upon Final Award.

a) Offers shall be opened on the date and time indicated on the timeline ("Timeline"), and thereafter evaluated. Prices will not be read, pursuant to section 119.07(3)(m) of the Florida Statutes. After evaluating the replies, on the date indicated on the Timeline the Department shall electronically post the ranking at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu and also in MyFloridaMarketPlace.

b) After negotiations, on the date indicated on the Timeline the Department shall electronically post a notice of intended award. If the ranking or award is delayed, in lieu of posting them on the date indicated on the Timeline the Department shall post a notice of the delay and a revised date for posting the ranking or notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see paragraph 19 of the General Instructions (PUR 1001) for more information on protests). The Department shall not provide reply rankings or notices of award by telephone.

1.16 One Florida Initiative

a) Florida is a state rich in its diversity. Governor Bush's One Florida Initiative is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the state.

b) To this end, it is vital that minority and women-owned business enterprises participate in the State's procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this ITN.

c) To track the success of the One Florida Initiative, which has achieved substantial gains in extending opportunity to minority- and women-owned businesses, the State of Florida maintains data to establish benchmarks from which to measure Contractor diversity in State contracting. Vendors who contract with the state are obligated to provide information related to the use of minority- and women-owned businesses and subcontractors.

d) The Respondent shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small and minority and women-owned businesses. Respondent's Plan will be submitted via the Sourcing tool in Stage 3. Please refer to the Governor's "Equity in Contracting Plan" when preparing this documentation:

http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_contracting.html

e) Equity in Contracting documentation should identify any participation by diverse contractors and Contractors as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Equity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least quarterly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing Department ordering under the terms of this contract.

1.17 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of any proposal the Respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Respondent shall also provide a plan for reducing and or handling of any hazardous waste generated by Respondent company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as

part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

1.18 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Contractors and contractor's drug free. Section 287.087 of the Florida Statutes provides that, where identical tie Responses are received, preference shall be given to a proposal received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall submit the attached "Certification of Drug-Free Workplace Program" form to certify that the Respondent has a drug-free workplace program. The Respondent shall describe how it will address the implementation of a drug free workplace in offering the items in this ITN.

1.19 Products Available from the Blind or Other Handicapped

a) The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit Department for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state Department insofar as dealings with such qualified nonprofit Department are concerned." Additional information about the designated nonprofit Department and the products it offers is available at http://www.respectofflorida.org.

b) The Respondent shall describe how it will address the use of RESPECT in offering the items in this ITN.

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

a) The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this Department insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

b) The Respondent shall describe how it will address the use of PRIDE in offering the items in this ITN.

2. Technical Requirements

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2.1 Scope:

a) The State of Florida desires to enter into a State Term Contract for the purchase of wireless voice equipment and services consistent with the requirements of this ITN. The term wireless voice services, as used herein, means the Cellular Radio Service, (cellular), Personal Communications Service (PCS) and the Special Mobile Relay (SMR/ESMR) radio telephone services, as established under the rules and regulations of the Federal Communications Commission (FCC).

b) Wireless voice services shall include, as a standard feature, unrestricted full duplex mobile to mobile and mobile to landline (PSTN) communications. Half-duplex (push-to-talk) communications, may be offered as a separate category of service.

2.2 System Coverage:

a) The Respondent shall furnish in their offer a current coverage map to validate the counties, or portions thereof, where the respondent is providing wireless voice services. The map shall be geographically accurate, and drawn to a scale of 1:1,000,000 (1 inch=15.78 miles) or less. The coverage map shall include, at a minimum, county boundary, cities, major highways, and shading or other means to indicate the areas in which two-way wireless voice communications can be conducted without noticeable loss of service.

b) The Respondent shall complete Table 1 in Section 6.05, "Network Coverage Table" to provide information regarding its services in each county. The Respondent shall provide the percentage of coverage provided per county, shall indicate where a local number is available, and indicate where roaming partners used. The formula for scoring this information is provided in Section 6.06 "Technical Proposal Evaluation Sheet".

c) After contract award, and as service areas are expanded by the addition of new transmission facility sites or other capabilities, the award winner(s) shall provide updated coverage maps to the State on regular intervals. The coverage maps shall be posted on the Internet by the Service Provider.

2.3 Accessories and Services:

a) Accessories and optional service offerings shall be available for purchase by Eligible Contract Users from awarded respondents. Accessories and Services shall include new emerging voice technology and services that become available during the term of this Contract. The Department reserves the right to accept or reject any individual item(s) or all items offered as an Accessory or Service.

b) Additional Phones

In addition to a basic phone, Contractor will include additional models that are available at additional cost. See Contractor attached Offer and Price Schedule for complete details.

c) Phone Accessories

Contractor maintains a large variety of phone accessories for each of the phone models that the Contractor offers. Contractor shall make available to Customers all of the accessories Contractor has available for the equipment models offered to the State. Accessory pricing will include a significant discount off retail for Customers. The specific accessories for each phone model vary, but may include:

i. hands-free head sets, ear buds, or ear booms;

ii. hatis hearing aid compatible hand-free devices and accessories;

iii. blue tooth head sets;

iv. blue tooth hands-free speakerphone kits;

v. belt clips or holsters;

vi. leather, color and fashion cases;

vii. color face plates;

viii. spare, replacement and extended batteries;

ix. travel charges;

x. vehicle power adapters;

xi. desktop chargers; and

xii. car kits.

Not all accessories are available for every model of phone. Contractor Accessory List with pricing will be provided upon request.

d) Service Options

Contractor's offer to the State includes Call Forwarding, Call Waiting, 3-Way Calling, and Basic Voice Mail as required in Section 2.10.b of the ITN.

In addition, Contractor will make available to Customers a large variety of service options with State approval. These include the options described below as well as other options Contractor may add in the future that are within the scope of the ITN and Contractor's Offer and Price Schedule. Contractor is providing brief descriptions of these items below. Some optional services are only available with digital service. Complete details of each of these options are available online at www.verizonwireless.com. Contractor shall also provide additional information about any of them to the State upon request. Service limitations, terms, conditions and pricing for these options are included in Contractor attached Offer and Price Schedule.

e) 411 Connect®

Directory assistance with automatic call completion.

f) No Answer/Busy Transfer

Transfer unanswered or busy calls to another number.

g) TXT Messaging

TXT Messaging is the two-way text messaging service designed for use throughout the Contractor coast-to-coast digital service area. Users can send messages of up to 160 characters (.02 per additional inbound message/ 0.10 per additional outbound message per address, see Contractor feature pricing at www.verizonwireless.com). TXT Messaging increases the utility of wireless handsets by giving subscribers two choices in how they use their phones to communicate: talk and text.

2.4 Testing and Evaluation:

a) Customers, prior to sign-up, shall have the option, at no additional cost, to obtain at least one of each type of wireless voice equipment and services on a loan basis for the purpose of evaluating wireless voice services and system coverage for a period of at least thirty working days.

b) Each Florida State Agency or Eligible User establishing service under the State Contract will designate a Contract Manager or single point of contact (SPOC), or multiple Single Points of contact when Agencies maintain decentralized business offices, which will be the liaison with Contractor with regard to their Customer account. In regard to Testing and Evaluation, the SPOC will be the only authorized contact with Contractor to order equipment, add lines of service, cancel service, make changes to the account and report service and billing issues. Agencies may designate additional or back-up Contract Manager/ SPOCs if they desire.

c) The Contract Manager/ SPOC for a State Customer may request equipment for testing from Contractor's Account Managers assigned to the Florida State contract. Contractor will provide a reasonable level of test phones to Customers for the purpose of evaluating Contractor wireless voice services and system coverage for a period of up to thirty working days. Test phones must be returned after thirty days. Test phones will be provided at no additional cost. However, Customers are responsible for all access and airtime charges incurred on the test phones at State Contract rates.

d) Customers requesting equipment for testing will be required to execute Contractor's Demo Agreement and agree to pay for damaged, lost or stolen equipment.

2.5 Emergency Operations:

a) Service providers shall work with the State of Florida Emergency Operations Center (EOC), Emergency Support Function Number 2 (ESF-2) to provide wireless phones and service in times of state and local disasters and recovery operations. Service

providers shall be prepared to deliver up to 500 phones within 24 hours after receiving request to any location within the provider's service area established by Contract pursuant to the solicitation.

b) The Contractor shall maintain an inventory of emergency phones at the Contractor's offices in Tampa and Boca Raton. For quick availability, the phones are already provisioned in Contractor billing system on an active phone account. Upon request from ESF-2, Contractor will un-suspend the phones and arrange delivery to the State's requested delivery location. Contractor may utilize a commercial delivery service or utilize Contractor personnel to deliver the phones. Contractor will provide up to 500 phones, with airtime at no charge, within 24 hours after receiving the request from ESF-2. Conditions in an emergency or disaster may by nature include disruption of public transportation or blocked roadways. Should Contractor determine that such conditions may prevent delivery of phones within 24 hours, Contractor will contact ESF-2 for assistance with alternate means of delivery and instructions. In such conditions, Contractor will endeavor to deliver emergency phones as quickly as possible. Contractor used this process to support the State following the hurricanes this year.

c) Emergency phones are only of use if network service is available. Contractor is aggressive in striving for its wireless network to be continually operating at optimal performance levels to provide consistent call quality and reliability. As with all transmissions, notwithstanding general availability of service, reception may be affected due to topography, atmospheric and environmental conditions, and the location of the user. Thus, Contractor has planned, designed, and maintains systems to promote the integrity, accuracy, privacy, and continuous availability and reliability of its network. Contractor provides voice service through a sophisticated network consisting of dozens of switching systems and thousands of base stations throughout Contractor 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.

d) The switches and cell sites have battery backup, and in most cases, independent diesel power sources. Most of the hardware Contractor uses is redundant and utilizes automatic cut over in case of failure. In most markets, the switching is diversified so in the event of failure, traffic can be rerouted.

e) Contractor maintains Cells on Wheels (COWs) in many of its operating areas, which may be utilized to handle significant events. In anticipation of increased activity surrounding events with advance notice, Contractor takes steps to prepare to meet increased demands on the network. In some instances, Contractor deploys new cell sites to enhance coverage and capacity throughout the area of the particular event. Contractor utilizes COWS to quickly improve coverage and capacity at emergency site locations and in surrounding areas. Additional capacity can also be added to existing sites and to the supporting switching infrastructure. In other instances, Contractor deploys temporary cell sites to quickly meet increased network demands resulting from emergencies and major events. Upon request, Contractor would be happy to provide more detailed information about Contractor extensive network disaster preparedness.

2.6 Wireless Fraud:

a) Fraud prevention including number theft via "cloning" is the responsibility and liability of the service provider. The Customer and Eligible Users will not be liable for any fraudulent use of the wireless systems or equipment furnished under any resulting contract.

b) Contractor uses internal fraud prevention systems that are transparent to Contractor customers, such as fraud detection software that flags unusual calling activity. Contractor has significantly reduced cloning fraud for Contractor customers through the deployment of Contractor digital network and various anti-fraud technologies. Contractor currently uses authentication fraud technology to help prevent fraudulent use of Contractor network. This process virtually eliminates cloning fraud and provides customers more secure wireless communications. 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.

c) The Contractor policy is to avoid holding legitimate customers liable for fraudulent calls unless due to the customers' negligence. Therefore, when Contractor' proactive fraud detection systems determine that a subscriber's phone has been cloned Contractor attempts to immediately contact the subscriber. Once in contact with the subscriber Contractor' fraud analysts explain the situation to the subscriber and determine the appropriate course of action. There are two methods that can be implemented when cloning is detected:

   i. if the equipment is not authenticatable the user may qualify for an equipment upgrade to an authenticatable phone at a promotional price, if available; and

   ii. mobile telephone number change. This last option shall be quickly facilitated while the customer is on the phone.

2.7 Digital Voice Services:

a) Digital wireless voice services shall be offered under the Contract resulting from this solicitation as the primary communication mode.

b) Two categories of phones are required:

   i. Category I, Full-duplex, Dual or Tri-mode

      Dual mode phones (800 MHz Cellular digital/analog) or Tri Mode phones shall be offered as the basic phone for all new subscribers as part of the service package. The term Tri-mode designates a phone that supports three combinations of frequency band and technology (modes). Tri-mode phones support analog cellular (AMPS) and a digital technology in both the 800/850 and 1900 MHz frequency bands. These phones shall feature full duplex mobile to mobile and PSTN interconnect operation.

ii. Category II, Full-Duplex Digital mode with PTT

Phones shall feature a single, dual, or tri-mode digital communication mode with full duplex operation and PSTN interconnect as above, plus Push-to-Talk (PTT) operation between mobile units. Analog 800 MHz operation is not required, but may be included if so equipped.

c) In the case of Customers with existing wireless equipment meeting system compatibility, subscriptions for wireless voice services only shall be accepted by the Service provider at the published contract rates. Customers who have existing equipment may convert to Contractor service under this Contract provided, not only that their equipment is compatible with Contractor technology, but also that the equipment is properly programmed and updated to currently required software. This will ensure the proper functioning and billing when they use their existing equipment with Contractor network. Most software updates and programming for compatible equipment shall be performed over the air by dialing *228 following the completion of the order in Contractor billing system. All updates not available by dialing over the air shall be provided at any Contractor Service Center. A listing of services centers is available at Verizonwireless.com.

d) The grade of wireless voice services provided to Customers with respect to circuit quality, reliability, call completion, and time of access shall be equal to that provided to other commercial subscribers within the wireless voice services system's published service area.

2.8 Standards:

a) Contractor's systems and equipment must meet or exceed all applicable industry standards as defined by the following standards bodies: American National Standards Institute -ANSI, (http://www.ansi.org/), the International Telecommunications Union - Telecommunications Committee or ITU-T (http://www.itu.int/ITU-T/), the Electronic Industry Alliance -EIA (http://www.eia.org/) or the Telecommunications Industry Association -TIA (http://www.tiaonline.org/standards/), and the Federal Communications Commission (FCC) http//www.fcc.gov.

b) Established cellular industry and performance standards serve as the foundation for the Contractor engineering, design, operation and quality assurance programs. Contractor maintains a supportive role in organizations established to develop and promote industry standards. Organizations such as the CTIA (Cellular Telecommunications and Internet Association), the Wireless Data Forum, the CDMA Development Group (CDG) and the Electronics Industry Association/ Telecommunications Industry Association (EIA/TIA) serve to promote the creation and enforcement of industry and performance standards. Currently, members of the Contractor Executive team serve on the boards of the Wireless Data Forum, The CDMA Development Group and the Cellular Telecommunications Internet Association.

c) In addition, Contractor equipment and technology suppliers participate in industry organizations and share information on applicable standards with Contractor.

2.9 Equipment Specifications:

a) Basic Equipment Package. All wireless service accounts will be equipped with the following basic equipment package:

   i. phone supporting digital & analog service; and

   ii. AC charger.

b) Those Eligible Users that have current wireless contracts with the Contractor, as of the effective date of this Contract, who will convert to this Contract, will have the right to replace current hardware with new replacement basic equipment packages at no additional cost to the Eligible User. All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.

c) All wireless voice services and equipment proposed shall meet or exceed the following minimum requirements:

   i. Features (minimum):
      - 12-button keypad (0-9, *, #) in handset.
      - 25 number memory, 16 digits (minimum) per number stored.
      - Controls and indicators as required to:
      - Originate and receive calls control
      - Power On/Off,
      - Call in Progress (In Use),
      - No Service,
      - Battery Status,
      - Roaming or Home area service.
      - Character display with memory recall of all stored digits.
      - Call log showing missed calls, dialed calls, and received calls.
      - Auto redial
      - Ring silence or vibrate settings
      - Volume control
      - An On/Off switch
      - PTT button as applicable to operation mode

   ii. Configuration: The portable wireless voice services phone shall be a single hand-held unit consisting of a handset/keypad with built-in transceiver, battery, and an antenna.

   iii. Battery Type: Rechargeable, NiMH, or Lithium Ion.

d) The Contractor agrees to pass through to Eligible Users any and all equipment vendor's warranties to the fullest extent allowed under applicable law.

2.10 Custom Calling Features:

a) Activation, access, or termination charges are not applicable charges for wireless voice services procured through this Contract.

b) The respondent shall include the following minimum custom-calling features as part of the wireless voice services at no additional cost:

   i. call forwarding;

   ii. call waiting;

   iii. three-way calling;

   iv. voice mail; and

   v. caller ID/caller ID block.

c) Contractor's billing system software provides for the billing of Push To Talk (PTT) service as a monthly access charge. Contractor Offer and Price Schedule does not include activation, calling plan access or termination charges for Basic Wireless Voice Service . Contractor offer does not include activation or termination charges for Basic Push To Talk service (per 6.03 Worksheet 2). However, PTT service will include a low monthly access fee.

d) Contractor service offered to the State includes the calling features at no additional monthly charge as specified in Section 2.10.b. Optional services are available for corresponding additional monthly charges and fees. See Contractor's Offer and Price Schedule attached for complete details of Contractor pricing.

2.11 Wireless Local Number Portability (WLNP):

a) Contractor shall, upon request, provide Customer with cell phone number portability as required by the FCC. Any costs associated with this service shall be borne by the Contractor, however, other carriers may charge a fee for porting a number from their service. The Customer is responsible for fees resulting from any contractual obligation it has with another carrier when porting to the Contractor's wireless service.

b) Since November 2003, Contractor offers Local Number Portability (LNP) enabling 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, Contractor 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.

c) To port lines in to Contractor, a customer will 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 Contractor

begins the porting process. Once Contractor has all of the required information, Contractor will submit the port requests for those lines.

d) 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 Contractor must be licensed to provide service in that area) and the number must be active with the old service provider.

e) 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.

f) Contractor does not charge a specific fee for porting numbers to or from Contractor service. Contractor has evaluated Contractor on-going costs to fulfill the government's local number portability mandate, and as a result, Contractor Regulatory Charge has decreased to five cents per month for each telephone number. The Regulatory charge is a Contractor charge to help defray the costs imposed on Contractor business by regulators and Contractor costs of complying with regulatory mandates. Important Note: Any customer who ports a line from Contractor 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. For more information, please visit http://www.verizonwireless.com/b2c/lnp/index.jsp.

2.12 Wireless Emergency Telephone Number 911:

a) Wireless telephone providers are required by the Federal Communications Commission (FCC) to provide wireless enhanced 911 (E911) service in the form of automatic location identification (ALI) and automatic number identification (ANI) pursuant to the terms and conditions set forth in an order issued by the FCC. Contractor's equipment and services must also have the capability to dial *FHP at no charge.

b) Contractor has successfully implemented extensive network components, purchased modified handsets, and completed a complex series of tasks associated with providing enhanced 911 (E911) Phase I and Phase II location services to the public. Contractor provides an Assisted Global Positioning System that works in coordination with an Advanced Forward Link Trilateration (AGPS/AFLT) handset solution to serve the designated 911 centers, also called Public Safety Answering Points (PSAPs). This system supports Phase II E911 Service requests. This system has several benefits. It relies on enhancements to the wireless handset and underlying network to provide superior location services.

c) Contractor continues to meet the schedule set by the Federal Communications Commission for Contractor in October 2001. Contractor' efforts to deploy E911 location services are summarized as follows:

i. Contractor met its milestones for completing deployment of the network-assisted portion of AGPS/AFLT in all of its markets.

ii. As of July 15, 2004, Contractor has deployed Phase I E911 service to a total of 2,738 Public Safety Answering Points serving an estimated population of 177 million residents in parts or all of 44 States. Contractor has also deployed Phase II E911 service to 1,285 PSAPs serving an estimated population of 112 million residents in parts or all of 33 states. In addition, with the activation of Phase II E911 AGPS/AFLT service to individual PSAPs, Contractor has deployed an added location capability technology, Enhanced Forward Link Trilateration ("EFLT"), in Phase II markets. EFLT is able to provide improved location capability over Phase I (cell location) for older non-AGPS-capable digital mobiles in certain cases. AGPS operates only in digital service areas. The deployment of network upgrades in Contractor markets is in advance of most of the PSAPs' requests. Most of the 6,700 PSAPs have not yet upgraded their systems to use Contractor' advanced E911 data or requested Phase II E911 service from Contractor.

iii. Until all PSAPs upgrade their systems, calls made from subscribers' E911-capable handsets to 911 call centers that are not yet equipped for E911 will still go through as usual. However, the 911 call centers will not be able to read or use the GPS-generated location information and may still need to rely on the mobile caller to identify and tell them where they are located. State subscribers are encouraged to contact their local police or fire department if they have questions about their capability to accept and use the E911 data from mobile calls in their area.

d) Contractor offers a wide variety of handsets with Global Positioning System (GPS) capabilities to be used in conjunction with E911 services. Since December 30, 2003 all of the handset models Contractor sells are GPS-capable of transmitting their E911 location.

e) Contractor allows subscribers in Florida to dial *FHP at no charge.

2.13 <u>Contractor Web Page Requirements</u>:

a) Within 30 days of Contract effective date, the Contractor shall design and build a Web page(s) accessible via the Internet. The Department's Contract Administrator will work with the Contractor to provide applicable information to assist the Contractor with providing the web page as specified in the 30 day timeframe. The web page shall be maintained and continuously updated by the Contractor at no additional cost to the State. Any updates and changes to Contractor provided web page(s) shall not be made without prior approval from the Department's Contract Manager. The website will only be designed and activated following consultation and approval by the Department. The web page shall include but not be limited to the following information:

i. a procedure the end user must follow to request a replacement phone or cancel the service;

ii. a list of compatible wireless phone available under the contract including a full technical description and features of the phone with web links to the manufacturer's web page if applicable;

iii. ordering information and procedures;

iv. graphical images of the applicable Service Provider's wireless voice coverage maps as specified in paragraph 2.2;

v. a listing of all counties that wireless voice services is available;

vi. all service options and/or call-plans and pricing for each;

vii. provide a procedure for the end-user to download all applicable software/firmware to keep the phone updated complete with instructions;

viii. links to http://www.myflorida.com/ as specified by DMS;

ix. provide all point-of-contact information for the Service Provider helpdesk;

x. provide trouble shooting procedures and a Frequently Asked Question (FAQ) section;

xi. current status of the applicable Service Provider's wireless network including a posted notice of any current or planned outages; and

xii. others as requested by the Department with Contractor prior approval which will not be unreasonably withheld.

b) Contractor refers to web sites such as the State has required as an "extranet". Many of the items the State desires shall be provided in either an extranet "welcome box" or a "splash page". A splash page is a customized branding page that appears before the home page of the web site. It may be graphic intensive. Contractor has the capability to meet the State's requirements as follows:

i. Customer procedure to request a replacement phone or cancel service - A link from the welcome box (WB) or splash page (SP) shall be provided to a summary document with this information.

ii. List of phones available from Contractor under this Contract - A link shall be provided from the WB or SP for this equipment. An image of each phone with basic features shall be included along with a hyperlink for additional detail and technical specifications. Contractor does not include links to Manufacturers' web sites.

iii. Ordering information and procedures - A link shall be provided from the WB or SP to a document with this information and the Contractor ordering contacts.

iv. Graphical images of Contractor coverage maps - A link shall be provided from the WB or SP to allow the user to open and view the maps online. Optionally, if the State desires online ordering capability, the maps shall be linked to the calling

plans included in the shopping path. Contractor shall provide a link to Contractor online coverage locator on verizonwireless.com as a third option (as discussed in Contractor response to online submission item 2.3).

v. List of counties where wireless service is available - Contractor currently provides the capability to determine if service is available by zip codes. Zip codes typically cover smaller geographic areas and shall provide a more accurate indication of where service is available. Contractor shall meet this requirement using a link to Contractor existing service by zip code capability.

vi. Service plans, service options and pricing - Contractor extranet would include this information.

vii. Customer procedure and instructions to download software and updates - Some software is available via verizonwireless.com. Other software shall be obtained from a Contractor technician or is available over the air by dialing *228. A link to a document summarizing this information with end-user procedures and instructions shall be provided from the WB or SP.

viii. Link to http://www.myflorida.com/ as specified by DMS - Contractor shall provide this link on the WB or SP.

ix. Contact information for helpdesk - Contractor typically includes a "Contact Us" link on the extranet. Contractor shall also provide a link to this information from the WB or SP.

x. Trouble shooting procedures and frequently asked questions (FAQ) - Contractor has some of this information already available on verizonwireless.com. Contractor shall provide a link to it via the WB or SP. In addition, if there are such procedures or an FAQ that is different for Florida State Customers, a link could be provided to a document summarizing this information from the WB or SP. As part of the contract award negotiation, Contractor Account Sales and Implementation Team shall evaluate the need for such a document and develop its content.

xi. Current Network status and posting of current and planned outages - Contractor does not typically notify Contractor customers of network maintenance activities because such activities are typically transparent to the customer. In emergency situations, the Florida Account Manager shall be listed on Contractor internal Outage Notification System, which will notify them of emergency outages. The Florida Account Manager may then notify the State as appropriate. This information will not be posted on the extranet.

3. General Instructions to Respondents (PUR 1001)

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3.1 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a) "Buyer" means the entity that has released the solicitation.

b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.

c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.

d) "Response" means the material submitted by the respondent in answering the solicitation.

e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

3.2 General Instructions

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3.3 Electronic Submission of Responses

a) Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

i. an electronic signature on the response, generally;

ii. an electronic signature on any form or section specifically calling for a signature; and

iii. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

3.4 Terms and Conditions

a) All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

i. Technical Requirements;

ii. Special Conditions;

iii. Instructions to Respondents (PUR 1001);

iv. General Conditions (PUR 1000); and

v. Introductory Materials.

b) The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

3.5 Questions

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for

monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

3.6 Conflict of Interest

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

3.7 Convicted Vendors

a) A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

i. submitting a bid on a contract to provide any goods or services to a public entity;

ii. submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;

iii. submitting bids on leases of real property to a public entity;

iv. being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and

v. transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

3.8 Discriminatory Vendors

a) An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

i. submit a bid on a contract to provide any goods or services to a public entity;

ii. submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

iii. submit bids on leases of real property to a public entity;

iv. be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or

v. transact business with any public entity.

3.9 Respondent's Representation and Authorization

a) In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

i. The respondent is not currently under suspension or debarment by the State or any other governmental authority.

ii. To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

iii. To the best of the knowledge of the person signing the response, the respondent has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

iv. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.

v. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

vi. The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

vii. Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:

- Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal

or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or

- Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

viii. The product offered by the respondent will conform to the specifications without exception.

ix. The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

x. If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.

xi. The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

xii. The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

xiii. All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

3.10 Performance Qualifications

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before

or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

3.11 Public Opening

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.07(3)(m), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

3.12 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

3.13 Firm Response

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

3.14 Clarifications/Revisions

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

3.15 Minor Irregularities/Right to Reject

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

3.16 Contract Formation

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

3.17 Contract Overlap

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

3.18 Public Records

Florida law generously defines what constitutes a public record; see, for example, section 119.07 of the Florida Statutes. If a respondent believes that its response contains information that should not be a public record, the respondent shall clearly segregate and mark that information (for example, placing the material in a separate electronic file, and including the word "Confidential" in the filename) and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.

3.19 Protests

a) Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

b) Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

c) Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

d) Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

4. General Contract Conditions (PUR 1000)

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4.1 Definitions

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

b) "Customer" - The entity that is issuing a Purchase Order.

c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

d) "Purchase order" means the form or format the Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).

4.2 Purchase Orders

Contractor shall not deliver or furnish products until the Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version (Also See Section 5.9)

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts (Also See Section 5.4)

If this is a term contract for commodities or services, the following provisions apply.

a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

d) Trade-In. The Customer may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. The Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Customer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Customer shall determine in its sole discretion whether a product is acceptable as an equivalent.

4.8 Inspection at Contractor's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.9 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.10 Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.11 Literature

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.12 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.13 Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound.

Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.14 Risk of Loss

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.15 Transaction Fee

a) The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

d) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING

TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

e) The penalties described above shall be applied to the Contractor in accordance with 60A-1.006(3), F.A.C, regarding default.

4.16 Invoicing and Payment (Also See Section 5.2)

a) Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

b) At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Contractor Network (ASN) in one of the following mechanisms - EDI 810, cXML, or web-based invoice entry within the ASN.

c) Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.17 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer on a purchase order or other special contract condition.

4.18 Governmental Restrictions

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

4.19 Lobbying and Integrity

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone

as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.20 Indemnification

a) The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

b) Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The Customer shall not be liable for any royalties.

c) The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.21 Limitation of Liability

a) For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

b) Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.22 Suspension of Work

The Customer may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Contractor to any additional compensation.

4.23 Termination for Convenience

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.24 Termination for Cause

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) response by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.25 Force Majeure, Notice of Delay, and No Damages for Delay

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

related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.26 Scope Changes

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate responses to satisfy them.

4.27 Renewal

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.28 Advertising

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

4.29 Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer; provided, the Contractor assigns to the State any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Dispute Resolution

a) Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Contractor files with the

Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

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

4.31 Employees, Subcontractors, and Agents (Also See Section 5.10)

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

4.32 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the State and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.33 Independent Contractor Status of Contractor

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.34 Insurance Requirements

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.35 Warranty of Authority

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.36 Warranty of Ability to Perform

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

4.37 Notices

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.38 Leases and Installment Purchases

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase

agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

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

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

4.40 Products Available from the Blind or Other Handicapped

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit Department are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.41 Modification of Terms

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

4.42 Cooperative Purchasing (Also See Section 5.8)

a) Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the

agreement between Customer and Contractor, and the Customer shall not be a party to any transaction between the Contractor and any other purchaser.

b) State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.43 Waiver

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

4.44 Annual Appropriations

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

4.45 Execution in Counterparts

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

4.46 Severability

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

5. Special Contract Conditions

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5.1 Implementation
5.2 Billing
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5.11 Equipment Upgrade Period
5.12 Zero Usage

5.1 Implementation Plan:

The Contractor shall provide a detailed implementation plan to the Department, describing all the activities necessary to successfully make operational the full scope of service required by this Contract within ten (I0) business days of Contract execution. However, the implementation for each Eligible User must be developed, coordinated, and scheduled in cooperation with a representative of each Eligible User.

5.2 Billing

a) The Contractor shall bill Customers directly for all services. Detailed usage billing is a requirement of this response, but may be declined by law enforcement agencies for security purposes.

b) Detailed billing, as a minimum, shall include:

i the originating phone number;

ii the date and time of each call;

iii the number called;

iv the call duration; and

v a summary of minutes used for the billing cycle.

c) Contractor shall provide invoices to an individual Customer in their choice of the following formats:

i paper invoice;

ii CD-ROM; or

iii Contractor's Internet Billing Analysis System (IBAS).

d) The Contractor shall produce a consolidated bill for each Eligible User at a minimum of 30 days prior to the payment due date. The billing cycle will be a typical period 28 to 31 days. The Contractor is required to deliver billing information within twelve days of the Contractor provided billing cycle. Billing data must be partitioned by billing cycle and Eligible User. Billing data must be available through any of the following means - paper or CD-ROM. Bills may include charges and calling records up to sixty days in arrears in circumstances in which roaming records must be received from other carriers.

Billing data may also be available through online web access via Contractor's IBAS system. In addition, Customers who select IBAS invoicing will not be able to access their bill until the 28th day of the month following the billing cycle. Contractor will provide State Customers and Eligible Users with all of Contractor billing options and allow them to select the option that best fits their needs.

e) The following must appear on the consolidated bill:

i Eligible User name;

ii address where invoice is mailed;

iii telephone number of each line;

iv date line was activated (on first invoice only);

v number of minutes used;

vi charges per minute;

vii total monthly charges;

viii total number of active lines; and

ix total number of minutes used.

f) Contractor does not have the capability to provide invoices on floppy disk, Zip disk or electronic file transfer. In order to prevent fraud, equipment invoices do not include serial numbers. These invoices will include the Mobile Device Number (MDN).

g) Contractor has provided details of Contractor IBAS capabilities with Contractor response to online submission item 4.3.

h) Wireless service accounts may not be deactivated nor may service be discontinued without the prior written request of the Eligible User, except as provided in this Section. Deactivation or termination of service requests must be completed by the

Contractor within twenty-four (24) hours receipt of such request from an Eligible User. In the event that a wireless service account is delinquent in payment of undisputed charges for a period of not less than sixty (60) days, Contractor will provide notice to the Department of the delinquency. If the delinquency is not resolved to Contractor's satisfaction within thirty (30) days following such notice, Contractor may deactivate said account.

i) The Contractor will provide a rebate or credit to an Eligible User for a prorated hourly portion of the applicable monthly service charges for each occurrence during which an Eligible User is denied use of service for eight (8) hours or more during any monthly billing period. The remedy shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Eligible User is denied access to the service. Contractor provided credits shall never, however, exceed the cost of the user's monthly service charges.

j) If an Eligible User is denied access to service for eight continuous hours or more during any monthly billing period, the Contract Manager/ SPOC must notify the designated Contractor contact to request credit.

k) Contractor will provide the applicable credits if Eligible Users are denied use of service for a period of (8) or more continuous hours during any monthly billing period, except during Force Majeure events. Due to the difficulty in validating each report of denial of service, Contractor shall define the denied use of service as an outage where at least 50% of the call processing capacity of any switch and its associated cell sites is lost. This would apply to any Contractor mobile switch located in the State of Florida.

l) The prorated credit will be calculated based on average daily minutes of use (MOU) from the previous bill. Based on the length of the outage, Contractor will agree to a prorated daily credit not to exceed the average daily usage.

m) If an Eligible User discovers an overcharge on an invoice, the Eligible User will notify Contractor of the error and necessary corrective action. If the necessary corrective action is not taken upon receipt of the next billing, the Eligible User, at their unilateral discretion, may assess the Contractor an administrative remedy of up to three times the amount of the difference between the proper Contract rate and the overcharged invoice rate.

n) Contractor defines an overcharge as the amount on the customer's bill being in excess of the amount specified for the item in the contract due to a systemic or manual error. To receive credit for a suspected overcharge, the ordering entity's Contract Manager/ SPOC should contact their designated Contractor contact within 90 days after the overcharge appears on Customer's bill. Contractor will work to resolve the suspected overcharge within ten (10) business days following notification. Any credit due will be reflected on Customer's bill within three (3) billing cycles after resolution. Credits will be limited to the actual amount of any overcharge. Contractor will agree to a 3% administrative remedy.

o) The State reserves the right to audit all invoices from mandated users throughout the life of the contract, or thereafter. The State may also use third party auditors to carry out this function.

5.3 Price Changes

a) The Department will permit an annual rate adjustment (upwardly or downwardly) in correlation with the Producer Price Index as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. The rate adjustments will be based on the PPI 517212 (Base date 9906). These reports can be accessed at www.bls.gov.

Example of calculation procedures

	PCU517212517212
Base price = $0.06	-
Current period series values (April 2004)	92.3
Divide by the base period series values (April 2003)	91.2
equals:	1.012
Multiply by 100 to yield the converted series values	101.21
Multiply by assigned weight (Carriers 33.3%, Telecom33.3%, Primary33.3%)	33.71
Add the three figures to get the current value (April 2004) for the special index	100.47
Multiply by original base price ($0.06)	6.03
Divide by 100 to yield the adjusted price	$.063

b) Contractor may request an adjustment once per Timeline year. Any requested adjustment must not exceed the percentage change in the PPI. Adjustments shall be effective only upon approval of the Department, and shall not be applied retroactively. The Department may require price decreases to reflect any decrease shown in PPI 517212. Rate adjustment schedule as follows:

i. To eliminate usage of Preliminary Data, the Initial PPI rate adjustment is calculated on the sixteenth month after contract execution based upon the initial twelve month term data. Subsequent annual adjustments will occur on the anniversary of the initial adjustment.

ii. Increments of PPI adjustment less or greater than 0.10 shall be rounded as follows: 0.010 through 0.014 are rounded down to 0.10 OR 0.015 through 0.019 are rounded up to 0.2

iii. The rate adjustments in any contract year shall not exceed five percent of the then current base price.

c) In the event an applicable index or escalation provision ceases to be published, or ceases to be published in the manner provided herein, Customer and Supplier agree to select another suitable index or escalation provision in substitution thereof.

d) When the PPI cause a change in the airtime rate charge, Contractor shall process the airtime rate change creating a "new" version of the price plan with a new airtime rates. However, billing for each line of service will continue to utilize the previous airtime rate charge for all calls placed through the effective date of the airtime rate change, then will utilize the new airtime charge rate for calls placed after the effective date. The airtime rate change will appear on the bill as follows:

i. In the mobile summary section "Charges XXX-XXX-XXXX" under "Current Calling Plan" the "Additional per minute charge" will display the airtime rate effective at the time of billing, even though calls may have been rated at two different rates during the bill cycle.

ii. In the "Usage Summary" section, charges associated with both rates will display as one line only for "Monthly Minutes", even if the minutes are calculated under two different rates. Customer may validate their airtime rate charges by adding up the minutes in the call detail section by date and time period and calculate the cost for the previous and new airtime rate charges.

iii. In the "Usage Detail" section, calls will display the actual airtime rate charge at which they were calculated based on the airtime rate charge at the time the call was placed.

5.4 Contract Management

a) The Contractor shall designate one of its employees as Contract Manager to act on the Contractor's behalf with regard to management of this Contract. The Contractor may not change its Contract Manager without providing the State with thirty (30) days prior written notice.

b) The Contractor shall assign a project manager and project supervisor for the Contract. The project manager shall be responsible for coordination of all Eligible Users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor. In the event that the Department is dissatisfied with the performance of the project manager, it will contact the project supervisor. At the Department's request, the Contractor shall replace the project manager.

c) The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Contract. These individuals shall be responsible for providing services under the Contract, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. At the Department's request, the Contractor shall replace a customer service representative.

d) As part of contract management, the Contractor agrees to conduct Business Review Meetings, which may be held at a date, time and location to be mutually agreed

upon, with the State. These meeting are to be held at least two (2) times per Timeline year, not more than six months apart.

e) The agenda for these meetings will include, inter alia:

i) Contract Performance metrics review;

ii) Contract improvement; and.

iii) Increasing Contract Usage among the Eligible Users.

f) The Contractor must meet or exceed the following Performance Measures:

i) Less than 2.00 percent voice blocks - If the percentage of calls blocked exceeds, 2%, then the total percentage of calls blocked (including the 2%) shall result in the service provider making an equal percentage reduction of the customer's bill for the month, whether the pricing plan is an individual user plan or a pooled minutes plan. A call is defined to be blocked when a user is unable to initiate a call due to network congestion or other capacity shortcomings.

ii) Contractor will provide service with less than 2 % of total voice call attempts resulting in voice blocks as measured on a monthly basis, except during Force Majeure events. Contractor internally reports a similar metric called Ineffective Attempts (IAs) which includes all attempts to place a call that don't result in a completed call, including voice blocks. For simplicity, Contractor will provide monthly reporting on IA performance. If this number ever exceeds 2%, further analysis will be performed to determine the actual percentage attributed to voice blocks due to network congestion or other capacity shortcomings. Contractor will report this information on a monthly basis at a regional level for all calls placed on Contractor mobile switches located in the State of Florida. Due to the confidential nature of this information, Contractor deems this information a trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.

iii) Less than 2.00 percent voice call drops - If the average for the wireless voice drops for the Contractor's network is two percent or more during any month, then the customer may be eligible for a service credit of 10 percent of the monthly recurring charge for the wireless services. A call is defined to be dropped when a user experiences an abnormal call release without either side manually ending the call while within the Contractor's coverage area.

iv) Contractor will provide service with less than 2% of total voice calls resulting in a call drop as measured on a monthly basis, except during Force Majeure events. Contractor will report this information on a monthly basis at a regional level for all calls placed on Contractor mobile switches located in the State of Florida. Due to the confidential nature of this information, Contractor deems this information a

trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.

v) 98 Percent Wireless Network Voice Availability - If the average wireless network voice availability for the Contractor's network during any month is less than 98 percent, then the customer may be eligible for a service credit of 10 percent of the monthly charge for the wireless services. The availability of all network elements in the call path for wireless voice service determines the overall service availability.

vi) Contractor will meet 98 percent wireless network voice availability as measured by cell availability, except during Force Majeure events. Contractor uses cell availability to measure the availability of the network for the customer's use. Cell availability will take into consideration the most common impactors to network voice availability including switch outages, loss of interconnect or backhaul, loss of power and loss of the cell site itself. Cell availability will be measured at the regional level for all cells connected to switches located in the State of Florida and reported on a monthly basis. Due to the confidential nature of this information, Contractor deems this information a trade secret as defined by Fla. Stat. § 812.081(1)(c). This information should not be released to any third party by the State. Disclosing this information to a third party would have a negative impact on the business interest of Contractor and damage its position in the marketplace.

g) The abundance of significantly discounted new equipment available from carriers has created a market where used wireless phone equipment has little or no value. In addition, there can be some expense in properly disposing of used equipment partially due to the technology used in batteries. Contractor does not typically accept used equipment for trade-in or offer any kind of trade-in credit. However, Contractor shall dispose of used equipment for the State at no charge utilizing Contractor HopeLine® program.

h) Contractor has a long-standing commitment to community service and 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. The State may also work separately with third parties to dispose of or sell used phones.

5.5 Contract & Management Reporting

a) The Contractor also agrees to provide the Department management reports ("Reports"), which shall include but not be limited to, those reports listed below.

b) These reports shall be in a digital format that can be manipulated in Microsoft Excel and provided to the Department.

c) Detailed Quarterly Report. (Usage Report) Contractor shall electronically provide the Department with a detailed quarterly report in the format required by the Department showing the dollar volume of any and all sales under this Contract for the previous quarter. Reports shall be submitted to the Department Contract Administrator. Reports are due on the fifteenth (15th) day after the close of the previous quarter. The quarterly report shall include each Customer name and account number, Customer purchase order number, contact name, Customer's complete billing address. Each line item sale must contain all information listed above or the report will be rejected and returned to the Contractor for correction. The Contractor can choose to submit this report monthly instead.

d) Using form PUR 3776, the Contractor must report its applicable MyFloridaMarketPlace 1% transaction fee per the General Conditions, paragraph 4.15.

e) Yearly Reports on Contractor's Internal Performance Audits presented at one of the Half-yearly Business Review meetings with the Department.

f) Reports addressing dropped calls, blocked calls, and network availability requirements described in 5.4(f).

g) Contractor shall provide the reports that the State needs utilizing Contractor existing reporting capabilities. Millions of call records are processed and stored in standard formats by Contractor network switches and associated architecture. Wireless billing systems capable of processing these millions of records are very complex. All billing systems have limitations with regard to reporting.

5.6 Training & Technical Assistance

a) At no additional cost, the Contractor must provide an orientation session(s) for all Eligible User coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage.

b) The Contractor will designate technical assistance available, via phone and Internet, to all Eligible Users on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Contract. Information on accessing the technical assistance must be made available to the Department.

5.7 Invoicing and Payment

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment.

Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Department is responsible for all payments under the Contract. A Department's failure to pay, or delay in payment, due to non-appropriation of funds or a force majuere event, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other the Departments.

5.8 Cooperative Purchasing (Also See Contract Section 4.42)

The Contractor will not make this contract available to customers outside of Florida.

5.9 Clarification of Product Version (Also See Contract Section 4.3)

a) Contractor will fill orders with the most current release or version available in Contractor's warehouse that has passed Contractor's internal testing. Contractor is not an equipment manufacturer. Some time passes between the issuance of a new model release or version by a manufacturer and the receipt of such equipment by Contractor. In addition, Contractor requires that equipment pass Contractor's own internal testing before Contractor will offer it for sale or accept it for use on Contractor's network. This is part of Contractor's internal quality control process.

b) Contractor' offer includes at least one model throughout the term of the Agreement that meets ITN requirements and is available at no charge, which model shall be designated by Contractor as the "basic phone". Contractor reserves the right to replace the equipment models shown at "No Charge" and the designated "basic phone" with comparable models and to add or discontinue models. Contractor shall provide the State with an updated list of available equipment models at least quarterly. The Department's Contract Manager shall approve any product changes prior to any change on products listed on the DMS website, Contractor maintained website or MyFloridaMarketPlace catalog content.

5.10 Release of Contractor Employee Information Clarification (Also See Contract Section 4.31)

a) Customers are encouraged to provide feedback to Contractor regarding the skills, qualifications and performance of the primary account manager. Contractor will make every effort to notify the State of any changes in the State's account team.

b) All Contractor employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the State. Contractor shall conduct criminal history checks for all prospective Contractor employees who will be providing the Deliverables and Services prior to the Contractor's employees obtaining access to State, state employee, or state retiree Confidential Information. Such criminal history checks shall be maintained in the Contractor records. The State may refuse access to, or require replacement of, any Contractor personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or material noncompliance with State security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform services in compliance with the Contract. The

State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

5.11 Equipment Upgrade Period

The equipment upgrade period for each Subscriber line begins on the date wireless service is activated for that line and continues for a period of twenty-two months ("Equipment Upgrade Period"). When the Equipment Upgrade Period expires, Subscribers may receive new Equipment for that Subscriber line.

5.12 Zero Usage

Contractor reserves the right to disconnect mobile telephone line(s) in service if there has been zero usage for sixty (60) consecutive days, or minimal usage for one hundred eighty (180) days, on such line(s) and require equipment provided with the disconnected line(s) be returned to Contractor or reassigned to another Subscriber of an Eligible User.

6.0 Forms and Worksheets (Contractor's Offer and Price Schedule)

Contents

6.01 Savings and Reduction 7064
6.02 Worksheet 1 Pricing Basic / Wireless Voice Services Only
6.03 Worksheet 2 Pricing Basic / Push to Talk
6.04 Worksheet 3 Basic Equipment and Accessory Discount
6.05 Optional Features
6.06 Table 1, Network Coverage Table

6.01 SAVINGS/PRICE REDUCTIONS PUR 7064

Invitation to Negotiate No. 10-725-000-W

Respondent is required to furnish the percent (%) savings in prices offered in this reply compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this response.

DATE Revised effective January 14, 2005

COMPETITIVE PRICES OFFERED AVERAGE 48 to 74 % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

Response:
On the following page we have attached information about benchmarks with an explanation of how we calculated average savings for the blank above. Please see the explanation.

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: (904) 477-7707
(Michael Hawthorne, Contractor Contact)

RESPONDENT NAME : Contractor

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

Response:

WHAT WERE THE RESULTS? PURCHASING ANALYST/SPECIALIST

Response:

Benchmark Plan A (Note: this page describes discount provided on PUR 7064)

America's Choice℠ Flat Rate Plans: Corporate and Employee Subscribers

The America's Choice Corporate and Employee Subscriber Flat Rate Plan are not eligible for any monthly access discounts or promotions.

	Corporate Subscriber Flat Rate Plan	Employee Subscriber Flat Rate Plan
Monthly Access Fee	$11.99	$14.99
General Allowance Minutes	0	
Per Minute Rate	$0.25	
Contractor Long Distance Rate	Included (for Domestic Long Distance Calls)	
Domestic and Canadian Roaming Airtime Rate†	$0.69 per minute	

Note: The America's Choice home airtime rate area includes the Contractor network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Contractor Calling Plan Terms and Conditions apply.

(The plans above are sample actual rate plans contract exhibit provided here as a benchmark. These plans are not being offered to the State of Florida.)

These standard plans are available to Corporate and Government customers at minimum line commitment levels (5 lines or more) with a Corporate Account Agreement. In addition, these plans are Contractor lowest monthly access standard plans that are available to Corporate and Government customers with a minimal line commitment and no revenue commitment. These plans are not eligible for any monthly access discounts. This means that the monthly access and per minute charge is not discounted, even for Corporate and Government Customers who contract with us for large minimum line commitments. These plans are the plans most similar to the Basic Wireless Voice Services Florida Plan that Contractor are offering to the State.

Benchmark Plan B

Current Eligible Users on Contractor America's Choice calling plans under Contractor current contract with the State of Florida used an average of 569 minutes each during the month of October. If a retail customer with this usage asked to be on the most cost effective plan available to them, Contractor would recommend Contractor America's Choice℠ 500-minute plan. You can find this plan online at: www.verizonwireless.com . (Enter a Florida zip code if asked). From the red "Plans" tab at the top of the page, select "All Plans". Then in the "Recommended Plans" column on the right, select "view all plans". The 500-minute plan is the second plan listed.

Explanation of Contractor calculation of Average % Savings:

Current Eligible Users on Contractor America's Choice calling plans under Contractor current contract with the State of Florida used an average of 569 minutes each during the month of October. Contractor used this actual usage average in calculating average savings as follows:

	Basic Wireless Voice Services Florida Plan	Benchmark Plan A	Benchmark Plan B
Monthly Access	$0.00	$11.99	$49.99
Included Minutes	0	0	500
Home Airtime Rate/Minute	$0.07	$0.25	$0.40
Monthly Minutes Used	569	569	569
Total Monthly Charges*	$39.83	$154.24	$77.59
Difference from State Offer	N/A	+ $114.41	+ $37.76
% Savings Over Plan A	74.17%	N/A	N/A
% Savings Over Plan B	48.66%	N/A	N/A

*For this example Contractor has not included any optional services, roaming, long distance, taxes, or fees.

6.02 Worksheet 1

BASIC / WIRELESS VOICE SERVICES ONLY

A. Florida Plan

Option 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL $ 0.06 rate per minute
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal (Per Addendum 9) (NOTE: OPTION 2 WAS NOT SELECTED BY THE STATE)

INDIVIDUAL $ 0.06 to 0.07 rate per minute
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under the terms of this State Term Contract fails to yield a minimum cumulative total of $_____ in revenue during the first twelve months of activation (or, in the event of cancellation within twelve months of actual activation), the vendor may bill the Eligible User for the difference between $_____ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

B. NATIONWIDE PLAN

OPTION 1 PRICING PROPOSAL (Per Addendum 9)

INDIVIDUAL $ 0.10 rate per minute
(Includes activation, access, roaming and base phone charges)

OPTION 2 PRICING PROPOSAL (Per Addendum 9)

INDIVIDUAL $ 0.10 rate per minute
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under the terms of this State Term Contract fails to yield a minimum cumulative total of $_____ in revenue during the first twelve months of activation (or, in the event of cancellation within twelve months of actual activation), the vendor may bill the Eligible User for the difference between $_____ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

Instructions for Worksheet 1:

1. Respondents will provide a figure for the rate per minute for the Individual categories (Option 1 and Option 2) as above. This will include activation, access, roaming and base phone charges for calls originated and terminated in the State of Florida.

2. Nationwide Plan - Same plan as the Individual Florida Plan except that this plan covers any call originated outside or within Florida and terminated within the continental USA as a domestic call.

3. Respondents will complete the billing provision in option 2 pricing proposal section above by inserting their proposed amount.

Basic Wireless Voice Services Florida Plan (Local DigitalChoice Calling Plan)	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.06
Verizon Wireless Long Distance Rate†	Included
Roaming Airtime Rate††	$0.39 per minute
The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.	

Basic Wireless Voice Service Nationwide Plan (National SingleRate℠ Calling Plan)	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate	$0.10
Roaming Airtime Rate†	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate††	Included
Note: National SingleRate home airtime rate and coverage area includes the 50 states. †Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. ††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.	

RESPONDENT'S NAME:_____Contractor _____

6.03 Worksheet 2

BASIC / PUSH TO TALK

(This worksheet is to be used exclusively by respondents that can provide both wireless voice services and "push to talk" capability on a single wireless phone or instrument.)

A. Florida Plan

Option 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL $ 0.06 rate per minute, plus $10.00 monthly fee OR $_____ flat monthly fee
(Includes activation, access, roaming and base phone charges)

OPTION 2 PRICING PROPOSAL (Per Addendum 9) (NOTE: OPTION 2 WAS NOT SELECTED BY THE STATE)

INDIVIDUAL $ 0.06 to 0.07 rate per minute, plus $10.00 monthly fee OR $_____ flat monthly fee

(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under the terms of this State Term Contract fails to yield a minimum cumulative total of $_____ in revenue during the first twelve months of activation (or, in the event of cancellation within twelve months of actual activation), the vendor may bill the Eligible User for the difference between $_____ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

B. NATIONWIDE PLAN

Option 1 Pricing Proposal (Per Addendum 9)

INDIVIDUAL $ N/A rate per minute
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal (Per Addendum 9)

INDIVIDUAL $ N/A rate per minute
(Includes activation, access, roaming and base phone charges)

Option 2 Pricing Proposal is offered contingent upon the State incorporating the following Billing Provision into any resultant contract between the parties:

"In the event any individual Wireless Voice service (telephone) line issued and activated under the terms of this State Term Contract fails to yield a minimum cumulative total of $_____ in revenue during the first twelve months of activation (or, in the event of cancellation within twelve months of actual activation), the vendor may bill the Eligible User for the difference between $_____ and the actual cumulative billing total. This amount represents cost of equipment not otherwise recaptured by the Vendor."

Instructions for Worksheet 2:

1. Respondents will provide a figure for the rate per minute or flat rate monthly charge for the Individual category as above. This will include activation, access, roaming and base phone charges for calls originated and terminated in the State of Florida.

2. Nationwide Plan - Same plan as the Individual Florida Plan except that this plan covers any call originated outside or within Florida and terminated within the continental USA as a domestic call.

3. Respondents will complete the billing provision in option 2 pricing proposal section above by inserting their proposed amount.

Basic Push To Talk Florida Plan (Local DigitalChoice with Push to Talk Calling Plan)	
Line Attainment Tier	None
Monthly Fee with Push to Talk*	$10.00
Home Airtime Minutes	None
Per Minute Rate	$0.06
Verizon Wireless Long Distance Rate†	Included
Roaming Airtime Rate††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from Caller ID through a global setting available through www.vzwpushtotalk.com.. Only one person can speak at a time during Push to Talk calls. Presence feature is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk Calling Plans. Subscriber use of group calling prior to commercial launch of new phone models is not available. Accordingly, if you switch to a non-Push to Talk Calling Plan, you will not be permitted to use you Push to Talk Phone. If you obtain a non-Push to Talk phone from Verizon Wireless at a discount when switching calling plans, you may be required to extend the term of your Customer Agreement.

RESPONDENT'S NAME: Contractor

6.04 Worksheet 3 Basic Equipment and Accessory Discount

(Please also refer to Contract Sections 4.3 and 5.9 regarding Contract Equipment)

1 Basic Wireless Equipment

		Make	Model	Retail Price	Contract Price
	Base Phone (any of 1 - 5 below)				
Other Phones:					
1	Motorola		V60s	$189.99	$0.00
2	Nokia		6015	$129.99	$0.00
3	Kyocera		KX404	$139.99	$0.00
4	Samsung		A650	$219.99	$0.00
5	LG		VX3200	$139.99	$0.00
6	Motorola		V265	$219.99	$39.99
7	LG		VX6100	$239.99	$69.99
8	Motorola		V710	$419.99	$259.99
9	*				

*** Additional optional dual band models available upon request.**

2 Equipment with PTT

		Make	Model	Retail Price	Contract Price
	Base Phone Kyocera		KY444	N/A	$0.00
Other Phones:					
1	Motorola		V60p	$319.99	$99.99
2					
3	Additional models should be				
4	available before contract award				
5					
6					
7					
8					
9					

Proposed standard discount from the then current list price for ALL other accessories:

25 %

Vehicle Power Adapter at No Charge: Government Subscribers purchasing new phones shall receive a vehicle power adapter (VPA) at no charge.

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3]TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM 4	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services

Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

***TXT Messaging**: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

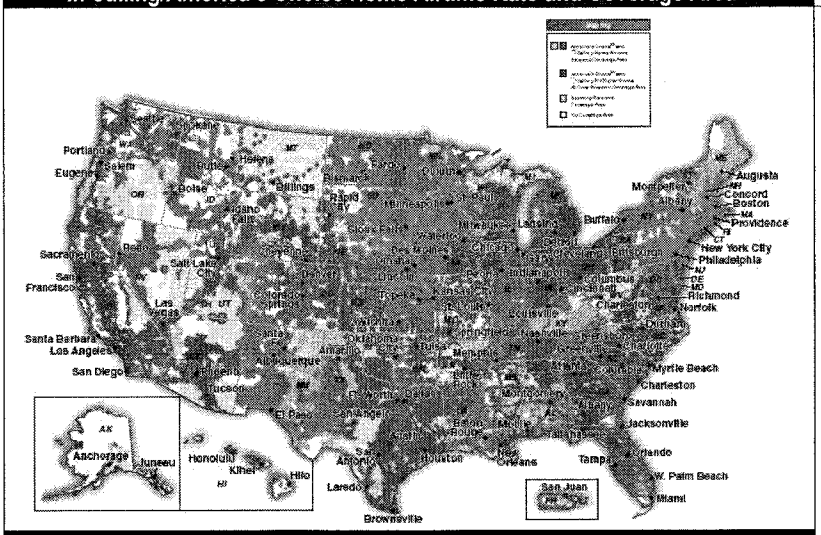
6.06 TABLE 1, Network Coverage Table

County	Employees	Percentage of Total Employees	Percentage of County Coverage	Local Number Availability? (Y/N)	Roaming Partner Area? (Y/N)
ALACHUA	3,712	3.09%	100	Y	Y
BAKER	1,552	1.29%	68.39	N	Y
BAY	1,021	0.85%	100	Y	Y
BRADFORD	1,378	1.15%	100	N	Y
BREVARD	1,929	1.60%	100	Y	Y
BROWARD	5,802	4.82%	100	Y	Y
CALHOUN	386	0.32%	100	N	Y
CHARLOTTE	616	0.51%	98.86	Y	Y
CITRUS	363	0.30%	96.62	Y	Y
CLAY	398	0.33%	97.07	N	Y
COLLIER	625	0.52%	93.01	Y	Y
COLUMBIA	1,622	1.35%	89.99	N	Y
DADE	10,705	8.90%	89.83	Y	Y
DESOTO	985	0.82%	100	N	Y
DIXIE	381	0.32%	63.34	N	Y
DUVAL	4,475	3.72%	100	Y	Y
ESCAMBIA	2,257	1.88%	100	Y	Y
FLAGLER	150	0.12%	100	Y	Y
FRANKLIN	216	0.18%	77.55	N	Y
GADSDEN	2,994	2.49%	100	N	Y
GILCHRIST	435	0.36%	100	N	Y
GLADES	36	0.03%	91.87	N	Y
GULF	714	0.59%	92.84	N	Y
HAMILTON	697	0.58%	99.42	N	Y
HARDEE	435	0.36%	100	N	Y
HENDRY	311	0.26%	97.69	Y	Y

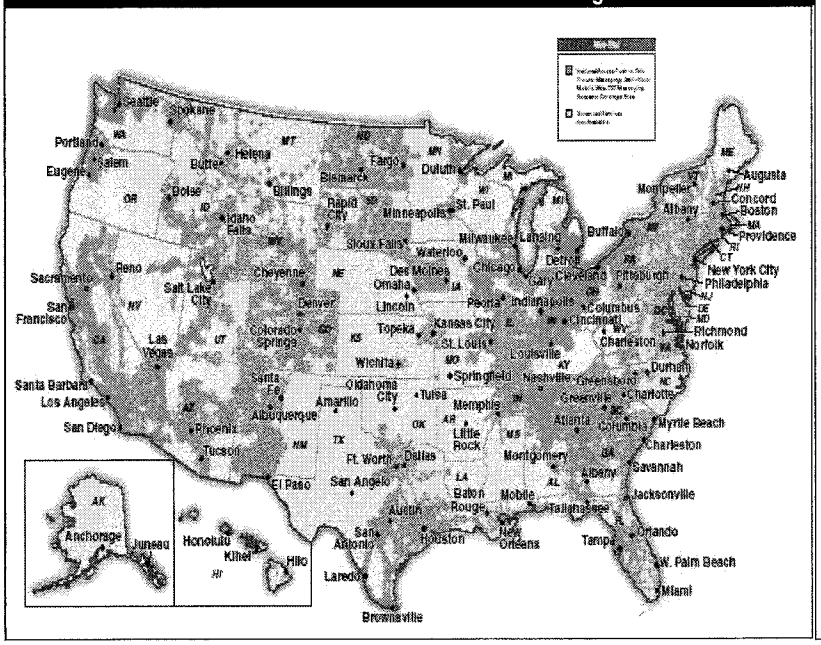
County	Employees	Percentage of Total Employees	Percentage of County Coverage	Local Number Availability? (Y/N)	Roaming Partner Area? (Y/N)
HERNANDO	594	0.49%	99.88	Y	Y
HIGHLANDS	347	0.29%	99.17	Y	Y
HILLSBOROUGH	5,452	4.53%	99.95	Y	Y
HOLMES	452	0.38%	100	N	Y
INDIAN RIVER	484	0.40%	100	Y	Y
JACKSON	2,339	1.94%	100	N	Y
JEFFERSON	321	0.27%	100	Y	Y
LAFAYETTE	312	0.26%	94.23	N	Y
LAKE	1,114	0.93%	100	Y	Y
LEE	2,685	2.23%	91.90	Y	Y
LEON	22,600	18.79%	100	Y	Y
LEVY	326	0.27%	94.57	N	Y
LIBERTY	365	0.30%	95.74	N	Y
MADISON	447	0.37%	100	N	Y
MANATEE	670	0.56%	100	Y	Y
MARION	1,982	1.65%	94.29	Y	Y
MARTIN	609	0.51%	99.86	Y	Y
MONROE	647	0.54%	27.34	Y	Y
NASSAU	228	0.19%	98.71	Y	Y
OKALOOSA	876	0.73%	100	Y	Y
OKEECHOBEE	400	0.33%	98.53	Y	Y
ORANGE	5,422	4.51%	100	Y	Y
OSCEOLA	690	0.57%	100	Y	Y
		0.00%			
OUT OF STATE/COUNTRY	221	0.18%	N/A	N/A	N/A
PALM BEACH	4,609	3.83%	99.81	Y	Y
PASCO	1,228	1.02%	99.94	Y	Y

County	Employees	Percentage of Total Employees	Percentage of County Coverage	Local Number Availability? (Y/N)	Roaming Partner Area? (Y/N)
PINELLAS	3,134	2.61%	99.36	Y	Y
POLK	3,848	3.20%	99.36	Y	Y
PUTNAM	506	0.42%	99.92	Y	Y
SANTA ROSA	875	0.73%	99.98	N	Y
SARASOTA	1,056	0.88%	99.99	Y	Y
SEMINOLE	730	0.61%	100	Y	Y
ST JOHNS	1,287	1.07%	100	Y	Y
ST LUCIE	1,120	0.93%	100	Y	Y
SUMTER	732	0.61%	100	Y	Y
SUWANNEE	258	0.21%	100	N	Y
TAYLOR	562	0.47%	99.95	N	Y
UNION	1,731	1.44%	98.34	N	Y
VOLUSIA	2,979	2.48%	100	Y	Y
WAKULLA	405	0.34%	100	N	Y
WALTON	537	0.45%	100	N	Y
WASHINGTON	889	0.74%	100	N	Y
TOTAL EMPLOYEES	**120,264**				

In Calling/America's Choice Home Airtime Rate and Coverage Area



National Enhanced Services Rate and Coverage Area



These maps are not a guarantee of coverage, contain areas with no service, and are general predictions of where rates, outdoor coverage including enhanced services apply, largely based on our internal data. **The America's Choice map includes networks operated by other carriers and some of the coverage depicted is based on their information and public sources and we cannot ensure its accuracy.** Enhanced services and some features are not available throughout the America's Choice home airtime rate and coverage area and may be limited to the National Enhanced Services rate and coverage area. **Wireless Service is subject to limitations, particularly near coverage boundaries and remote areas. Equipment, topography and environmental considerations also affect service, which may vary significantly within buildings. All-Digital devices will not operate or be able to make 911 calls when digital service is not available, even when in the America's Choice home airtime rate and coverage area.**

Roaming Indicator Information:

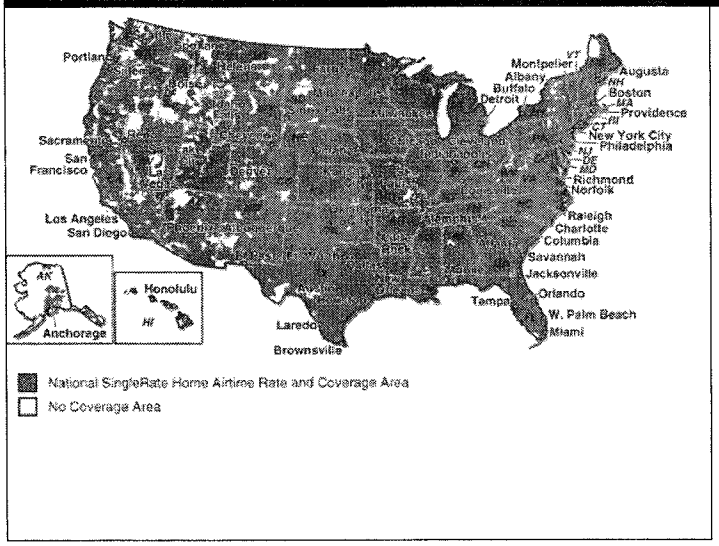
Equipment roaming indicator identifies when rates apply and when features and services may be available. Roaming indicators vary by Equipment.

- *When the indicator is off or the banner displays "Verizon Wireless"* home airtime rates and National IN Calling minutes apply.* When the digital indicator is also on, digital features and services are available.
- *When the indicator is flashing or the banner displays "Extended Network,"* home airtime rates and National IN Calling minutes apply.* *When the digital indicator is also ON, digital features and services are available.*
- *When the indicator is off or the banner displays "Extended Network", Home airtime rates and National IN Calling minutes apply; but other features and services may not be available.*
- *When the indicator is solid or the banner displays "Roaming,"* roaming rates apply. National IN Calling minutes do not apply and other features and services may not be *available.*

**National IN Calling minutes may not apply in certain counties in Iowa, Kentucky, Ohio and West Virginia. IN Calling minutes may not apply in the certain counties in Missouri, Mississippi and Louisiana.*

*** In Puerto Rico, National IN Calling minutes will apply*

National SingleRate Home Airtime Rate and Coverage Area



Rate this Contract
View Survey Results

Amendment 1 (18 August 05)

August 18, 2005

MEMORANDUM NO.: (725-330-05-1)-1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT:

Contract No. 725-330-05-1

Title: Wireless Voice Services

The Contract Administrator has change from Stu Potlock to Jon Yeaton.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

DSP/sp/meb

Department of Management Services Copyright © 2004 State of Florida

WIRELESS VOICE SERVICES
STATE TERM CONTRACT # 725-330-05-1
AMENDMENT 2

THIS AMENDMENT (number 2) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 10, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.

4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: Jack Plating, By D. Kirk Jamieson, His Attorney-in-Fact Date: 10 March 2006
By: Jack Plating, President – South Area
Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

Signature: Russ Rothman Date: 3/6/06
By: Russ Rothman, State Purchasing Director
State of Florida,
Department of Management Services

Approved as to form and legality by the Department of Management Services, General Counsels' Office: Purchasing Attorney

Signature: Date: 3/16/06
By: Anthony Garcia
(Print Name and Title)

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Features	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

***TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

WIRELESS VOICE SERVICES
STATE TERM CONTRACT # 725-330-05-1
AMENDMENT 3

THIS AMENDMENT (number 3) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 10, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. Verizon Wireless Field Force Manager and VZ Navigator Optional Features are being added. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.

4. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: James E. McGean Date: 3/30/07
By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

Signature: Charles W. Covington Date: 4/13/07
By: Charles Covington, State Purchasing Director
State of Florida,
Department of Management Services

Approved as to form and legality by [redacted]:

Signature: Spencer Kraemer Date: 4/12/07
By: Spencer Kraemer, Purchasing Attorney
State of Florida,
Department of Management Services

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Florida Plan: $0.06 / Nationwide Plan: $0.10			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Verizon Wireless Field Force Manager	
Optional Feature Access Fee - Basic	$23.99 (Billed as $29.99 per user minus a 20% discount)
Optional Feature Access Fee – Advanced	$39.99 (Billed as $49.99 per user minus a 20% discount)

NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area.May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 and G'zOne Type-V only. **Optional Features are eligible for a 20% discount for Customers with 1000 or more Subscriber lines. The minimum line attainment is based on 1000 or more Subscriber lines under Contract #725-330-05-1.

Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

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

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*
Per Day Charge (good for 24 hours)	$2.99 per user*

*Both options available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to

MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Features	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

***TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls

(including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

WIRELESS VOICE SERVICES
STATE TERM CONTRACT # 725-330-05-1
AMENDMENT 4

THIS AMENDMENT (number 4) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 11, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. The Basic Wireless Voice Services Florida Plan and the Basic Wireless Voice Services Nationwide Plan are being modified. Section 6.02 (Worksheet 1) to the Agreement is stricken in its entirety and replaced with the new Section 6.02 (Worksheet 1) attached hereto.

4. The Basic Push To Talk Florida Plan is being modified. Section 6.03 (Worksheet 2) to the Agreement is stricken in its entirety and replaced with the new Section 6.03 (Worksheet 2) attached hereto.

5. The One Thousand (1,000) and Two Thousand (2,000) Home Airtime Allowance with Unlimited IN Calling Minutes Optional Features are being modified. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.

6. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 6/1/07

By: James E. McGean, President – South Area
Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

Signature: Charles W. Covington Date: 6/8/07
By: Charles Covington, State Purchasing Director
State of Florida, Department of Management Services

Approved as to form and legality by ~~the Department of Management Services, General Counsels' Office~~. by

Signature: Date: 6/7/07
By: Spencer Kraemer, Purchasing Attorney
State of Florida, Department of Management Services

6.02 Worksheet 1 - Wireless Voice Services Plans

Basic Wireless Voice Services Florida Plan	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate †	$0.057
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Basic Wireless Voice Service Nationwide Plan	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.095
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

6.03 Worksheet 2 - Basic Push To Talk Florida Plan

Basic Push To Talk Florida Plan	
Line Attainment Tier	None
Monthly Fee with Push to Talk*	$10.00
Home Airtime Minutes	None
Per Minute Rate†	$0.057
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. †† Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from Caller ID through a global setting available through www.vzwpushtotalk.com.. Only one person can speak at a time during Push to Talk calls. Presence feature is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk Calling Plans. Subscriber use of group calling prior to commercial launch of new phone models is not available. Accordingly, if you switch to a non-Push to Talk Calling Plan, you will not be permitted to use you Push to Talk Phone. If you obtain a non-Push to Talk phone from Verizon Wireless at a discount when switching calling plans, you may be required to extend the term of your Customer Agreement.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]

Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

Verizon Wireless Field Force Manager	
Optional Feature Access Fee - Basic	$23.99 (Billed as $29.99 per user minus a 20% discount)
Optional Feature Access Fee – Advanced	$39.99 (Billed as $49.99 per user minus a 20% discount)

NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 and G'zOne Type-V only. **Optional Features are eligible for a 20% discount for Customers with 1000 or more Subscriber lines. The minimum line attainment is based on 1000 or more Subscriber lines under Contract #725-330-05-1.

Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

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

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*
Per Day Charge (good for 24 hours)	$2.99 per user*

*Both options available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Features	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services

Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.

IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*

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

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

***TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.

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

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged

$0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

DEPARTMENT OF MANAGEMENT
SERVICES

Governor Charlie Crist
Secretary Linda H. South

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

850-488-8440: TEL
850-414-6122: FAX
http://dms.myflorida.com

Suite 360

October 30, 2007

MEMORANDUM NO.: (725-330-05-1) 5

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 725-330-05-1
Title: Wireless Voice Services

Effective immediately Fredrick Ross will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Fredrick Ross at (850) 488-1086 or Fredrick.Ross@dms.myflorida.com.

WIRELESS VOICE SERVICES
STATE TERM CONTRACT # 725-330-05-1
AMENDMENT 5

THIS AMENDMENT (number 5) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 11, 2005 ("Contract" or "Agreement").

The Customer and Verizon Wireless hereby agree to amend the Agreement as follows:

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. The Basic Wireless Voice ServicesFlorida Plan and the Basic Wireless Voice Services Nationwide Plan are being modified. The Per Minute Rate for the Basic Wireless Voice Services Florida Plan is $0.054. The Per Minute Rate for the Basic Wireless Voice Service Nationwide Plan is $0.093. Section 6.02 (Worksheet 1) to the Agreement is stricken in its entirety and replaced with the new Section 6.02 (Worksheet 1) attached hereto.

4. The Basic Push To Talk Florida Plan is being modified. The Per Minute Rate for the Basic Push To Talk Florida Plan is $0.054. Section 6.03 (Worksheet 2) tothe Agreement is stricken in its entirety and replaced with the new Section 6.03 (Worksheet 2) attached hereto.

5. The VCast Pak Feature has been added. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.

6. Section 5.3 (b) (Price Changes) is hereby deleted and replace in its entirety by the language below. However, Sections 5.3 (b) i-iii remain unchanged.

   b) Contractor may request an adjustment once per Timeline year. Any requested adjustment must not exceed the percentage change in the PPI. Adjustments shall be effective only upon approval of the Department, whose approval shall not be unreasonable withheld, and shall not be applied retroactively. The Adjustment becomes effective fortyfive (45) days after Contractor's submission, unless Department disputes, in writing, the Adjustment submission,The Department may require, in writing price decreases to reflect any decrease shown in PP1517212 Contractor shall prepare an amendment to reflect the decrease within for fortyfive (45) days of the Department. Rate adjustment schedule as follows:

7. The terms and conditions of the Agreement, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties affix their signature to this Amendment.

Signature: _____ Date: 2/17/09

By: James E. McGean, President – South Area

Verizon Wireless Personal Communications LP dba Verizon Wireless and Verizon Wireless of the East LP By Verizon Wireless of Georgia LLC, Its General Partner By Cellco Partnership, Its Sole Member dba Verizon Wireless

Signature: Charles W. Covington Date: 3/13/09

By: Charles Covington, State Purchasing Director

State of Florida, Department of Management Services

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: Barbara M Crosier Date: 3/10/09

By: ~~Spencer Kraemer, Purchasing Attorney~~ Barbara Crosier, Atty.

State of Florida, Department of Management Services

6.02 Worksheet 1 - Wireless Voice Services Plans

Basic Wireless Voice Services Florida Plan	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate †	$0.054
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Basic Wireless Voice Service Nationwide Plan	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.093
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

6.03 Worksheet 2 - Basic Push To Talk Florida Plan

Basic Push To Talk Florida Plan	
Line Attainment Tier	None
Monthly Fee with Push to Talk*	$10.00
Home Airtime Minutes	None
Per Minute Rate†	$0.054
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. †† Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from Caller ID through a global setting available through www.vzwpushtotalk.com.. Only one person can speak at a time during Push to Talk calls. Presence feature is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk Calling Plans. Subscriber use of group calling prior to commercial launch of new phone models is not available. Accordingly, if you switch to a non-Push to Talk Calling Plan, you will not be permitted to use you Push to Talk Phone. If you obtain a non-Push to Talk phone from Verizon Wireless at a discount when switching calling plans, you may be required to extend the term of your Customer Agreement.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.
Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.
Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.
Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]

Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month and no further discounts apply.				
1000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$45.00			
Cost Per Minute in Excess of 1000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
2000 Minute Home Airtime Allowance with Unlimited IN Calling Minutes[1,5,6]	$75.00			
Cost Per Minute in Excess of 2000 Minutes/Month	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
1000 IN Calling Minutes[1,4]	$10.00			
1000 Nights and Weekends[2]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
V Cast VPak	$15.00			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use. **V Cast VPak:** Subscription to V Cast VPak requires V Cast capable Equipment. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, ESPN MVP, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now® and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

Verizon Wireless Field Force Manager	
Optional Feature Access Fee - Basic	$23.99 (Billed as $29.99 per user minus a 20% discount)
Optional Feature Access Fee – Advanced	$39.99 (Billed as $49.99 per user minus a 20% discount)

NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 and G'zOne Type-V only. **Optional Features are eligible for a 20% discount for Customers with 1000 or more Subscriber lines. The minimum line attainment is based on 1000 or more Subscriber lines under Contract #725-330-05-1.

Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

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

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*
Per Day Charge (good for 24 hours)	$2.99 per user*

*Both options available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

Included Features	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.
IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
***TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.
Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged

$0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

DEPARTMENT OF MANAGEMENT
SERVICES

Governor Charlie Crist
Secretary Linda H. South

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950

850-488-8440: TEL
850-414-6122: FAX
http://dms.myflorida.com

Suite 360

December 7, 2007

MEMORANDUM NO.: (725-330-05-1) 6

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 725-330-05-1
Title: Principle Technology: Wireless Voice Services

Effective immediately Mark Foss will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Mark Foss at (850) 488-1086 or Mark.Foss@dms.myflorida.com.

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Suite 360

January 7, 2010

MEMORANDUM NO.: (725-330-05-1) 7

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: State Term Contract No. 725-330-05-1

Title: Wireless Voice Services

Effective January 7, 2010, Michelle MacVicar will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Michelle MacVicar at (850) 414-6131 or Michelle.MacVicar@dms.myflorida.com.

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Suite 360

February 3, 2010

MEMORANDUM NO.: (725-330-05-1) 8

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: State Term Contract No. 725-330-05-1

Title: Wireless Voice Services

Effective February 3, 2010, Stu Potlock will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Stu Potlock at (850) 488-1086 or Stu.Potlock@dms.myflorida.com.

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Suite 360

May 10, 2010

MEMORANDUM NO.: (725-330-05-1) 9

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: State Term Contract No. 725-330-05-1

Title: Wireless Voice Services

Effective May 11, 2010, the State Term Contract with Verizon Wireless has been renewed for a two year period through May 10, 2012. The renewal includes rate reductions to the per-minute rates as well as other reductions to certain calling plans. Please see Amendment 9 for details.

Effective immediately, Raghib Qureshi will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Raghib Qureshi at (850) 413-0319 or Raghib.Qureshi@dms.myflorida.com .

WIRELESS VOICE SERVICES
STATE TERM CONTRACT # 725-330-05-1
AMENDMENT 9

THIS AMENDMENT (number 9) ("Amendment") is made and entered into by and between the State of Florida, Department of Management Services ("Department" or "Customer") and Verizon Wireless Personal Communications, LP (a Delaware LP) DBA Verizon Wireless and Verizon Wireless of the East LP DBA Verizon Wireless, ("Contractor" or "Verizon Wireless"), for attachment to Contract # 725-330-05-1, effective May 11, 2005 ("Contract" or "Agreement").

The parties agree that the "Term" of this Contract shall be renewed for an additional twenty-four (24) months commencing upon May 11, 2010 and ending on May 10, 2012 unless extended, cancelled or terminated as provided herein or the terms and conditions of the Agreement.

The Department and Verizon Wireless hereby agree to amend the Contract as follows:

1. This Amendment is an integral part of and modifies the Contract. The terms used herein which are defined or specified in the Contract shall have the meanings set forth in the Contract. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Contract, the provisions of the Amendment shall control.

2. This Amendment shall be effective when executed by both parties.

3. The Department, by written notice to the Contractor, may upon thirty (30) days written notice to the Contractor, terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's best interest to do so. The Contractor shall not furnish any goods or perform any services after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any.

4. Contractor acknowledges that the Department may issue a procurement for mobile communication services and agrees that, upon execution of a contract resulting from the procurement for mobile communication services, the Department may terminate the existing services provided under this contract with 30 days written notice with no termination liability charges. End-Users of this Contract will be allowed to migrate to the new contract without any penalty. The Contractor shall work with the Department/end-users for a seamless or transparent transfer of existing end-users to the new wireless contract. The existing end-user migration shall be at no cost to the Department or end-users. Neither the Department nor the existing end-user shall be liable for any expense associated with migration to the new wireless service.

5. The Basic Wireless Voice Services Florida Plan and the Basic Wireless Voice Services Nationwide Plan are modified as follows: The Per Minute Rate for the Basic Wireless Voice Services Florida Plan is $0.052. The Per Minute Rate for the Basic Wireless Voice Service Nationwide Plan is $0.090. Section 6.02 (Worksheet 1) to the Agreement is stricken in its entirety and replaced with the new Section 6.02 (Worksheet 1) attached hereto.

6. The Basic Push To Talk Florida Plan is modified as follows: 1000 Mobile to Mobile Minutes are added to the Contract. The Per Minute Rate for the Basic Push To Talk Florida Plan is $0.052. Section 6.03 (Worksheet 2) to the Agreement is stricken in its entirety and replaced with the new Section 6.03 (Worksheet 2) attached hereto.

7. The $45 Bolt On is modified as follows: The price for Unlimited Florida Only calling and Unlimited Push to Talk Calling will be $45.00 per month. The monthly charge of $75.00 Bolt on is reduced to $65.00 and is now unlimited voice calling Nationwide with Unlimited Push to talk. Section 6.05 (Optional Features) to the Agreement is stricken in its entirety and replaced with the new Section 6.05 (Optional Features) attached hereto.

8. Section 5.3 (b) (Price Changes) is hereby deleted and replace in its entirety by the language below. However, Sections 5.3 (b)(i), (ii), (iii) will remain unchanged.

b) Contractor may request an adjustment once per Timeline year. Any requested adjustment must not exceed the percentage change in the PPI. Adjustments shall be effective only upon approval of the Department, whose approval shall not be unreasonably withheld, and shall not be applied retroactively. The Department may require, in writing price decreases to reflect any decrease shown in PP1517212. An amendment shall be prepared by the Department within forty-five (45) days after the Contractor provides notice of a price change. Rate adjustment schedule as follows:

9. Section 7 is hereby added to the Contract, adding Government Employee Offers. See Worksheet 3

7.1 1% Employee Liable Rebate

Provided Customer maintains a minimum line Attainment Tier of one thousand (1,000) Employee Subscriber voice and/or NationalAccess lines and otherwise meets the terms and conditions of this Contract, Verizon Wireless will issue Customer a 1% annual revenue rebate. The rebate would begin with new Employee Liable End User (ELEU) customers whose activation date is on or after the renewal date of this agreement. The rebate would be based on Customer's properly enrolled and coded Corporate Subscriber post-discount monthly access and usage fees with the exception of NationalAccess megabyte or kilobyte usage fees. The 1% annual revenue rebate will be calculated as of each anniversary based upon the effective date of the Contract and will then be paid to the Department annually in the form of one (1) rebate check. If the Department either selects to or is moved to an Attainment Tier below the one thousand (1,000) line Attainment Tier due to lack of attainment at any point during the Contract, the Department will no longer qualify for the 1% annual revenue rebate during that year of the Contract. No partial rebates will be issued. The Rebate Check will be sent to: Betsy Wonsch, Division of Telecommunications, Florida Department of Management Services, 4030 Esplanade Way, Suite 235H, Tallahassee, FL 32399-0950.

7.2 Employee Liable Discounts

Employee Subscriber: Means an employee of Customer utilizing Wireless Service whose account is registered under this Contract, but the employee is the accountholder and bears all financial responsibility and liability for the account. Verizon Wireless' relationship with Employee Subscribers is governed by the Verizon Wireless retail Customer Agreement.

Employee Discount:

Attainment Tier and Monthly Access Fee Discount on Eligible Calling Plans and Data Features
Subscriber Line Tiers 1000+ Discount 18%

10. The following plan is hereby added to the Contract in section 6.02 Wireless Service Plans. (Worksheet 4) $30.00 for 600 Anytime Minutes and 600 Mobile to Mobile Minutes with Unlimited Push to talk.

11. The terms and conditions of the Contract, including attachments thereto not addressed by this Amendment, and except as amended previously or amended herein, shall remain in full force and effect.

12. This Amendment shall be effective on the indicated date contained herein and when executed by both parties.

In witness whereof, the parties have executed this Amendment on the date set forth below.

Signature: _____ Date: 5/6/10

By: Roger C. Tang, President-South Area

Verizon Wireless, Personal Communications LP

Dba Verizon Wireless

State of Florida, Department of Management Services

Approved as to form and legality by the Department of Management Services, General Counsels' Office:

Signature: Christine N. Senne Date: 05/07/2010

By: Christine N. Senne, Assistant General Counsel

Signature: _____ Date: 5/7/2010

By: Linda H. South, Secretary

6.02 Worksheet 1 - Wireless Voice Services Plans

Basic Wireless Voice Services Florida Plan	
These Calling Plans are not eligible for any monthly access fee discounts	
Line Attainment Tier	None
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate †	$0.052
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions.

Basic Wireless Voice Service Nationwide Plan	
This National SingleRate Calling Plan is not eligible for any monthly access fee discounts	
Standard Monthly Access Fee	$0.00
Home Airtime Minutes	None
Per Minute Rate†	$0.090
Roaming Airtime Rate††	Included throughout the 50 States ($0.69 per minute in Canada)
Verizon Wireless Long Distance Rate†††	Included

Note: National SingleRate home airtime rate and coverage area includes the 50 states. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. ††Roaming, toll, and long distance charges may apply when making and receiving calls from CDMA countries outside of the 50 States see International Roaming terms and conditions. †††Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Push to talk capability is not available with National SingleRate calling plans. IN Calling and Nights and Weekends options are not available with this plan.

6.03 Worksheet 2 - Basic Push To Talk Florida Plan

Basic Push To Talk Florida Plan	
Line Attainment Tier	None
Monthly Fee with Push to Talk*	$10.00
Home Airtime Minutes	None
Per Minute Rate†	$0.052
Verizon Wireless Long Distance Rate††	Included
Roaming Airtime Rate†††	$0.39 per minute
Mobile to Mobile	1000 Minutes

The Local DigitalChoice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See Calling Plan Map for details. * Monthly access fee includes unlimited one to one and group Push to Talk calling. † We bill your calls in one-cent increments. Less than one-cent charges are rounded up to the next full cent. For example, at $0.057 per minute a 3-minute call calculated at $0.171 is rounded to the next full cent and billed at $0.18. At $0.057 per minute, a 23-minute call calculated at $1.311 is rounded to the next full cent and billed at $1.32. †† Domestic long distance is included when placing calls in the home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the home calling area and the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. †††Roaming and toll charges may apply when making and receiving calls from off the home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. Mobile Telephone Numbers (MTNs) can only be blocked from Caller ID through a global setting available through www.vzwpushtotalk.com.. Only one person can speak at a time during Push to Talk calls. Presence feature is not available on these calling plans. Please note: Push to Talk phones may not be used on non-Push to Talk Calling Plans. Subscriber use of group calling prior to commercial launch of new phone models is not available. Accordingly, if you switch to a non-Push to Talk Calling Plan, you will not be permitted to use you Push to Talk Phone. If you obtain a non-Push to Talk phone from Verizon Wireless at a discount when switching calling plans, you may be required to extend the term of your Customer Agreement.

(Additional Calling Plan and Feature Information)

Subscriber's first partial and full month's access charges and any service activation fees are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call or disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute, allowance minutes are not transferable, and unused airtime minutes each month are lost. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Included Feature Billing Details	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.

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

[3]Airtime charges apply to message retrieval.

[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.

[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

6.04 Custom Calling Plan

Custom Calling Plan	
Corporate Subscribers only.	
Monthly Access Fee	$30.00
Anytime Minutes	600
Per Minute Rate After Allowance	Basic Wireless Voice Services Florida Plan: based on current per minute rate Basic Wireless Voice Service Nationwide Plan: based on current per minute rate Or $0.39 roaming outside of Florida without Nationwide Plan
Push to Talk	Unlimited
Mobile to Mobile	600
Notes:	Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk terms and conditions apply. *Subscribers to the Push to Talk Unlimited Calling Plan cannot place or receive regular cellular wireless calls other than to 611 and 911. (These calls may be placed anywhere in the Coverage Rate and Coverage Area). If the voice block feature is removed, subscribers will be charged $0.25 per minute for non-Push to Talk voice calls.Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, BroadbandAccess Connect, etc) while roaming on other carriers' networks at this time. Mobile Web 2.0 pages may include Verizon Wireless and third party advertising. Unless the line subscribes to a V CAST

6.05 Optional Features

Optional Features				
The following features may be added to calling plans as identified below. Unless indicated, fees are per month and no further discounts apply.				
Unlimited Florida only Calling and Unlimited PTT	$45.00			
Domestic Roaming	$.39 per minute outside of FL or Basic Wireless Voice Service Nationwide Plan: based on current per minute rate			
Unlimited Voice Calling Nationwide with Unlimited PTT	$65.00			
1000 IN Calling Minutes[1,4,]	$10.00			
1000 Nights and Weekends[2,]	$10.00			
TXT Messaging & Enhanced TXT Messaging[3]	$2.99 (100 TXT msgs. included)	$4.99 (250 TXT msgs. included)	$9.99 (1000 TXT msgs. included)	$19.99 (2,500 TXT msgs. included)
	$0.02 per additional inbound message / $0.10 per additional outbound message per address			
V Cast VPak	$15.00			
Get Pix – Multi-Media Messaging (MMS)[7]	$0.25 per additional message per address			
	$2.99 (20 picture messages included)		$4.99 (40 picture messages included)	

[1]Only available on specified plans, IN Calling terms and conditions apply. Calling plans with IN Calling minutes included, do not qualify for additional IN Calling minutes in this table. [2]Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. [3] TXT Messaging terms and conditions apply. [4]Not available on National SingleRate calling plans. [5]Only one Home Airtime Allowance optional feature may be added to any Subscriber line. Allowance minutes are not transferable and each month unused minutes are lost. [6] Overage charges would be at the per minute rate as described in the applicable calling plan selected. [7]Multi-Media Messaging (MMS) includes Picture (Get Pix) and Video (Get Flix) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use. **V Cast VPak:** Subscription to V Cast VPak requires V Cast capable Equipment. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, ESPN MVP, and unlimited MBs for V Cast Video, V Cast Music, Mobile Web 2.0 and Get It Now. Application fees apply for all other Get It Now applications, 3-D games, and music. Premium music clips and video clips are available for an extra charge. V Cast Alerts are sent as Text Messages and are subject to Text Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks, or for (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now® and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com.

Verizon Wireless Field Force Manager	
Optional Feature Access Fee - Basic	$23.99 (Billed as $29.99 per user minus a 20% discount)
Optional Feature Access Fee – Advanced	$39.99 (Billed as $49.99 per user minus a 20% discount)

NOTE: Field Force Manager is only available within the National Enhanced Services Rate and Coverage Area. May be subject to a twenty-four hour activation delay. The billing period begins 2 days after ordering this service. Field Force Manager Requires specified Get It Now capable GPS enabled Equipment, downloadable Get It Now application, valid e-mail address and internet access for activation and use. Field Force Manager is currently available on the Motorola v325 and G'zOne Type-V only. **Optional Features are eligible for a 20% discount for Customers with 1000 or more Subscriber lines. The minimum line attainment is based on 1000 or more Subscriber lines under Contract #725-330-05-1.

Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess terms and conditions.

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

Verizon Wireless VZ Navigator℠	
Monthly Subscription	$9.99 per user*
Per Day Charge (good for 24 hours)	$2.99 per user*

*Both options available through your Verizon Wireless handset. Airtime required for use.

Important Information: You agree, represent and warrant that your use of VZ Navigator will be solely for your lawful use as necessary under the terms of your employment and for no other purpose, but in accordance with the rules, regulations and policies of the government agency that employs you. By subscribing to and/or using this application, you are consenting and permitting Verizon Wireless to gather, collect and use information regarding the location of this wireless device in order to deliver the location based services provided through the use of the application you have previously downloaded. Verizon Wireless does not guarantee the accuracy or completeness of any information, including location information displayed through this application. While you're in navigation mode, VZ Navigator will provide audible turn-by-turn directions. When you're in map mode or on a call you will not hear these directions. So be sure to get back to navigation mode on a regular basis so you don't miss a turn. Always use caution when displaying and disseminating personally identifiable information about yourself or your location to third parties. Do not attempt to enter or change information while driving. Please observe the Verizon Wireless "Drive Responsibly" policy, which can be found at www.verizonwireless.com. Update your privacy settings at www.vzwlocationmanagement.com/llspp or through the Location Manager application. VZ Navigator is only available in the National Enhanced Coverage Area. User may be required to agree to additional terms and conditions online when downloading the application, updating privacy settings or using the Location Manager application.

Subscriber's first partial and full month's access charges for push to talk are payable in advance and will not be refunded after activation of the Wireless Service. Charges, for calls that connect, begin when the "SEND" or "CONNECT" button is pressed, or upon connection to the network. On incoming calls, charges may begin prior to the phone ringing or before "SEND" is pressed to receive the call. Charges end when a call disconnects from the network, which may be a few seconds after "END" or "DISCONNECT" button is pressed. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Calls to "911" and certain other emergency services are toll and airtime free however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.

Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Home Airtime and Roaming: Airtime is rounded up to next full minute. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.
International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply for calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assistance calls.

Included Features	
Call Waiting[1]	Three Way Calling[1]
Call Forwarding	No Answer/ Busy Transfer
Caller ID[2]	Basic Voice Mail [3]
411 Connect SM [4]	Basic TXT Messaging[5]

[1]Airtime charges apply to all calls simultaneously.
[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers such as toll-free numbers cannot be blocked.
[3]Airtime charges apply to message retrieval.
[4]Directory assistance with automatic call completion is $1.25 per call plus airtime charges.
[5]$0.02 per inbound and $0.10 per outbound message charge applies. TXT Messaging terms and conditions below apply.

Optional Services
Additional fees may be required as shown

Push to Talk: Push to Talk capable Equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services rate and coverage area. There may be a delay from when initiating a Push to Talk call. Push to Talk calls end after 20 seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. All calls to groups are 'barge' calls. While on a Push to Talk call, or when updated presence information is being sent to the Equipment, voice calls received will go directly to voicemail. While on a voice call Push to Talk calls cannot be received; however, presence information will indicate that Subscriber is 'available'. Other Verizon Wireless Push to Talk Subscribers cannot be prevented from entering your MTN into their Push to Talk contact lists. MTNs cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls.
IN Calling: IN Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. With Local Digital Choice Calling Plans IN calls must originate and terminate while both Verizon Wireless Subscribers are within the same local IN Calling area. Phone may not accurately display Caller ID and roaming indication. Not available with fixed wireless devices with usage substantially from a single cell site. IN Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. IN Calling minutes will be applied before home airtime minutes.*
Night and Weekends: Applies to calls made in a calling plan's home airtime area only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday.
***NOTE:** If both Night and Weekend and IN Calling minute allowances apply to a given call, the minutes will decrement from the IN Calling allowance before the Night and Weekend allowance. However, if either allowance is unlimited, that allowance will always apply first.
***TXT Messaging:** TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced TXT Messaging (EMS up to 1120 characters) Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from a phone, the sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.
Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port a MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.
Roaming in CDMA countries outside of the US: Roaming in these territories will only be available in "CDMA" mode where service is available. An update to the Global Phone software is required to roam in S. Korea.
Roaming in GSM countries: Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See verizonwireless.com for Zone 1 and Zone 2 countries, coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where text messaging is available, Customer will be charged

$0.50 for each message sent and $0.05 for each message received. TXT messages cannot exceed 140 characters and may be sent only to MTNs of: (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to email addresses.

Section 7.0 Worksheet 3

Attainment Tier and Monthly Access Fee Discount on Eligible Calling Plans and Data Features
Subscriber Line Tiers 1000+ Discount 18%

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

Suite 360

May 18, 2010

AMDENDMENT NO.: (725-330-05-1) 10

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: State Term Contract No. 725-330-05-1

Title: Wireless Voice Services

Effective immediately, Jon Yeaton will assume contract administration duties for this State Term Contract. Please direct any questions regarding this Contract to Jon Yeaton at (850) 414-1159 or Jon.Yeaton@dms.myflorida.com .

EXHIBIT 7
DISCOUNTS

EXHIBIT 7
DISCOUNTS

All existing, future, and retired employees of the State of Florida and customers eligible to use SUNCOM services per chapter 282, Florida Statutes ("Eligible Employees"), may, during the term of this Agreement, purchase Products and Services for personal use and receive an Individual-Liable Service Pricing Discount for eligible charges referenced in the Individual-Liable Service Pricing Discount Table below ("Individual-Liable Service Pricing Discount", ILSPD). The Individual-Liable Service Pricing Discount is subject to and conditioned upon: (1) the Eligible Employee signing Service Provider's consumer subscriber agreement; (2) the Eligible Employee providing to Service Provider satisfactory evidence of employment with the State of Florida or the customer eligible to use SUNCOM services; and (3) the Eligible Employee complying with Service Provider's current terms and restrictions regarding discounts as described in Service Provider's consumer subscriber agreement. The Department and Service Provider will agree on methods for employment verification. Upon termination of this Agreement for any reason, Service Provider may cease applying the Individual-Liable Service Pricing Discount. Except for the Individual-Liable Service Pricing Discount and the conditions set forth, Individual-Liable Active Units (as defined as an Active Unit activated by an Eligible Employee and for which the Eligible Employee is financially responsible) are governed exclusively by the terms and conditions in the consumer subscriber agreement.

The plans included in Exhibit 3 will not be available to Eligible Employees for personal use and shall only be used by Corporate-Liable Active Units on this Agreement. The Individual-Liable Service Pricing Discount shall not be subject to the 1.0% Transaction Fee paid to the Department or reporting requirements in Section 7.03. However, the utilization volume, quantity of plan subscriptions by type, and dollars spent by Eligible Employees receiving the ILSPD discounts shall be reported monthly to the Department in two categories; active employees and retired employees.

Service Provider and the Department will develop and agree to a communications plan to present discounts and to sell to Eligible Employees within 60 days of the Effective Date. Communications may include new hire materials, benefits enrollment materials, e-mail, payroll stuffers, newsletters, or Internet and intranet links, chair drops, or other mutually agreed to methods.

Individual-Liable Service Pricing Discount Table:

Category	% Discount
Equipment	0
Services	19
Accessories	25
Activation Fees	Waived

QWS3270X 3/23/2017 10:58 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/23/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 10:58 AM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : SHPP011ISM INFORMATION SYSTEMS MANAGEMENT
SUBOBJECT : 04105 WIRELESS COMMUNICATIONS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	966,091.00	966,091.00
EXPENDITURES	4,982.12	21,807.14	21,807.14
ENCUMBRANCES	-4,982.12	21,427.97	21,427.97
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	922,855.89	922,855.89

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS

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

AMENDMENT 7

THIS AMENDMENT ("Amendment"), to the Mobile Communication Services (MCS) Contract No. DMS-10/11-008B, effective January 20, 2012 ("Contract"), is entered into as of the last date signed below, by and between the parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless by Cellco Partnership, its General Partner with its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, ("Contractor"). Contractor and the Department are hereinafter referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Contract provides for up to five (5) years of renewal and the current expiration date of the Contract is January 19, 2017; and

WHEREAS, the Contract has remaining renewals for up to five (5) years; and

WHEREAS, the Department wishes to exercise its option to renew the Contract for an additional five (5) years.

WHEREFORE, in consideration of the foregoing premises, the Parties hereto agree that the Contract shall be amended as follows:

1. **CONTRACT 2.01 – Initial Term:** The Parties agree that the Term of this Contract shall be renewed for an additional period of five (5) years commencing on January 20, 2017, and continuing through January 19, 2022, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract. The Parties agree that no additional renewal periods will remain after January 19, 2022.

Specific Appropriation:
The following is the specific state funds from which the State will make payment under the Contract:

General Appropriations Act (Florida Law)

2840 SPECIAL CATEGORIES

CENTREX AND SUNCOM PAYMENTS

FROM COMMUNICATIONS WORKING

CAPITAL TRUST FUND $108,035,421

All other terms and conditions of the Contract shall remain in full force and effect.

SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT OF MANAGEMENT SERVICES

Ben Wolf, Chief of Staff

2/9/16

Date

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

Signature

Todd Loccisano, Executive Director – Enterprise and Government Contracts

January 6 , 2016

Date

QWS3270X 3/23/2017 11:03 AM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 03/23/2017
LINK TO: ACCOUNT SUMMARY INQUIRY 11:02 AM

FISCAL MO/YEAR : 06 2017 CURRENCY CODE :
INDEX CODE : AFIT531CSCS INFORMATION TECHNOLOGIES
SUBOBJECT : 04105 WIRELESS COMMUNICATIONS
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	MAR 2017	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	843,503.86	843,503.86
EXPENDITURES	.00	177,772.48	177,772.48
ENCUMBRANCES	.00	52,399.84	52,399.84
PRE-ENCUMBRANCES	1,111.77	18,682.67	18,682.67
REMAINING BALANCE	-1,111.77	594,648.87	594,648.87

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO

G014 - RECORD FOUND