

1 FIRST AMENDMENT TO AGREEMENT NO. 29626

2 **29626**

3 THIS FIRST AMENDMENT to Agreement No. 29626 is made and entered,
4 in duplicate, as of June 16, 2009, pursuant to a minute order dated April 18, 2006
5 adopted by the City Council of the City of Long Beach, by and between the CITY OF
6 LONG BEACH, a municipal corporation ("City") and NEXTEL OF CALIFORNIA, INC., a
7 Delaware Corporation, doing business as NEXTEL COMMUNICATIONS ("Contractor").

8 WHEREAS, City desires to procure dial tone service, air time usage,
9 cellular and Blackberry phone equipment, accessories and repair services ("Cellular
10 Phone Services"); and

11 WHEREAS, the parties entered into Agreement No. 29626 pursuant to
12 which Contractor agreed to deliver Cellular Phone Services to City at a price not to
13 exceed Five-Hundred Four Thousand Dollars (\$504,000.00); and;

14 WHEREAS, now the parties desire to amend the agreement and adjust the
15 contract price.

16 NOW, THEREFORE, in consideration of the mutual covenants herein
17 contained, City and Contractor agree as follows:

18 1. Price Agreement 1S-05-58-01, including the exhibits thereto, a copy
19 of which is attached hereto as Exhibit "A", is hereby incorporated herein by this reference
20 as if set forth fully herein, and the same terms and conditions contained in Price
21 Agreement 1S-05-58-01 shall be applicable to City and Contractor except as follows:

22 Section 1.e. is amended in its entirety to read as follows:

23 "e. Wherever Price Agreement refers to the contract sum, it shall be
24 deemed to mean an amount not to exceed Four Hundred Thirty Thousand Dollars
25 (\$430,000.00)."

26 2. Except as otherwise provided by this First Amendment, Agreement
27 No. 29626 shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

NEXTEL OF CALIFORNIA, INC., a Delaware Corporation, doing business as NEXTEL COMMUNICATIONS

July 10, 2009

By 
President

Michaela K. Clairmonte, Manager
Type or Print Name

_____, 2009

By _____
Secretary

Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

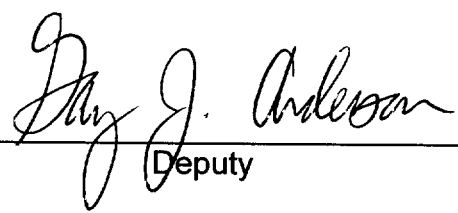
July 16, 2009

By  Assistant City Manager
City Manager

"City"

This Agreement is hereby approved as to form on July 13, 2009.

ROBERT E. SHANNON, City Attorney

By 
Deputy

Approved by
Public Sector Legal
as to legal form

KAC 7-10-09

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

EXHIBIT A

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

| | |
|--|------------------------------|
| AGREEMENT NUMBER 1S-05-58-01 | AMENDMENT NUMBER 4 |
| REGISTRATION NUMBER | |

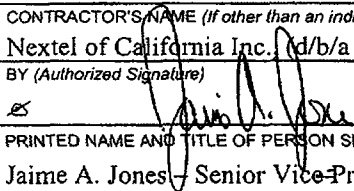
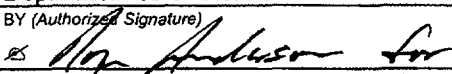
- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of General Services
CONTRACTOR'S NAME
Nextel of California, Inc. (d/b/a Sprint Nextel)
- The term of this Agreement is 10/03/2005 through 10/02/2010
- The maximum amount of this Agreement after this amendment is: \$0.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This contract amendment is for a one-year term extension only per RFP #DGS 5014, Section 1.1.

The entire eRFP 5014, Wireless Equipment and Services, Contractor's entire Final Proposal in response to eRFP 5014, and the associated Evaluation and Selection Report are hereby incorporated as part of this contract.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

| | | |
|---|---|--|
| CONTRACTOR | | CALIFORNIA Department of General Services Use Only |
| CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>Nextel of California Inc. (d/b/a Sprint Nextel)</u> | | |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) <u>4/24/09</u> | |
| PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jaime A. Jones - Senior Vice-President, General Business & Public Sector</u> | | |
| ADDRESS <u>2001 Edmund Halley Drive Reston, VA 20191</u> | | |
| STATE OF CALIFORNIA | | |
| AGENCY NAME <u>Department of General Services</u> | | <input type="checkbox"/> Exempt per: |
| BY (Authorized Signature)  | DATE SIGNED (Do not type) <u>5/18/09</u> | |
| PRINTED NAME AND TITLE OF PERSON SIGNING <u>Jim Butler, Deputy Director Procurement</u> | | |
| ADDRESS <u>707 Third St., 2nd Floor North, West Sacramento, CA 95605</u> | | |

Sprint — Approved
as to Legal Form

KAC - 15 April 2009

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
- a) "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) "Application Program" means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) "Attachment" means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) "Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) "Buyer" means the State's authorized contracting official.
 - f) "Commercial Software" means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - h) "Custom Software" means Software that does not meet the definition of Commercial Software.
 - i) "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - j) "Data Processing Subsystem" means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent) and Operating Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - k) "Data Processing System (System)" means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
 - l) "Deliverables" means Goods, Software, Information Technology, telecommunications technology, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - m) "Designated CPU(s)" means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - n) "Documentation" means nonproprietary manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Documentation only to the extent that such materials are described in or required by the Statement of Work.
 - o) "Equipment" is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - p) "Equipment Failure" is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - q) "Facility Readiness Date" means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - r) "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
 - s) "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 - t) "Installation Date" means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
 - u) "Information Technology" includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
 - v) "Machine" means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
 - w) "Machine Alteration" means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
 - x) "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
 - y) "Manufacturing Materials" means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
 - z) "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a System or component.
 - aa) "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or component and return it to normal operation.
 - bb) "Operating Software" means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
 - cc) "Operational Use Time" means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

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- dd) "Performance Testing Period" means a period of time during which the State, by appropriate tests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State.
- ee) "Period of Maintenance Coverage" means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) "Principal Period of Maintenance" means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) "Programming Aids" means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) "Program Product" means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) "Remedial Maintenance" means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) "Site License" means for each product, the term "Site License" shall mean the license established upon acquisition of the applicable number of copies of such product and payment of the applicable license fees as set forth in the Statement of Work.
- ll) "Software" means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- mm) "Software Failure" means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- nn) "State" means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- oo) "System" means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
- pp) "U.S. Intellectual Property Rights" means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. **CONTRACT FORMATION:**
- a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.
- b) If this Contract results from a solicitation other than described in paragraph a), above, Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.
- c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
- a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) If this Contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
- c) To the extent that this contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State

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from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- these General Provisions – Information Technology;
 - contract form, i.e., Purchase Order STD 65, Standard Agreement STO 213, etc., and any amendments thereto;
 - information technology special provisions;
 - statement of work, including any specifications incorporated by reference herein; and
 - all other attachments incorporated in the contract by reference.
12. **PACKING AND SHIPMENT:**
- All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - show the number of the container and the total number of containers in the shipment; and
 - the number of the container in which the packing sheet has been enclosed.
 - All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
14. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - All Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within sixty (60) days of delivery, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
 - Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **WARRANTY:**
- Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon acceptance of the Deliverable or service in question and end one (1) year thereafter. Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, Contractor will warrant that its Deliverables provide all

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- material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, Contractor will, upon the State's request, provide a master copy of the Software for comparison and correction.
- c) Unless otherwise specified in the Statement of Work:
- (i) Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - (ii) Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
 - (iii) Where Contractor resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Contractor will pass through any such warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Contractor from, Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- (i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(i) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
 - (ii) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
20. **INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
21. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.
 - b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subContracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
 - c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (i) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but

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- excluding any cost attributable to Deliverables or services paid or to be paid;
- B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- d) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
23. **TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - Make progress, so that the lack of progress endangers performance of this Contract; or
 - Perform any of the other provisions of this Contract.
- b) The State's right to terminate this Contract under sub-section a) above, may be exercised if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.
- c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
- completed Deliverables,
 - partially completed Deliverables, and,
 - subject to—provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Deliverables delivered and accepted. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined by a final ruling in accordance with the Disputes Clause that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."
24. **FORCE MAJEURE**
- 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 causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
 - Acts of the federal or State government in either its sovereign or contractual capacity.
- If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and 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 Deliverables or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
25. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
 - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
26. **LIMITATION OF LIABILITY:**
- Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to two times the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
 - The foregoing limitation of liability shall not apply (i) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Protection" or to any other liability (including without limitation indemnification obligations) for Infringement of third party intellectual property rights; (ii) to claims covered by any specific provision herein calling for liquidated damages; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to

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- real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.
27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration of an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Contractor or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number, release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay property submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **DOCUMENTATION**
- a) The Contractor agrees to provide to the State, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the

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State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.
- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
- d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
- e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA

- a) State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.
- b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification,

protection and security of proprietary software and other proprietary data.

39. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section 39a). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section 39a) will be conditional upon the following:

- i) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c) Should the Deliverables or Software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables or Software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables or Software by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables or Software and make every reasonable effort to assist the State in procuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software makes the retention of other Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables or Software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
 - d) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

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- (i) The combination or utilization of Deliverables furnished hereunder with Equipment or devices not made or furnished by the Contractor, or;
- (ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
- (iii) The modification by the State of the Equipment furnished hereunder or of the Software; or
- (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
- e) Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.
40. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting Documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
41. **DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
42. **STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- (i) Cancel the Stop Work Order; or
- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
43. **FOLLOW-ON CONTRACTS:**
- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
- (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
- (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
- (ii) development or design of test requirements;
- (iii) evaluation of test data;
- (iv) direction of or evaluation of another Contractor;
- (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
- (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are

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- employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply.
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
- (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
44. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
45. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
46. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations
- under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.
47. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
48. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- (i) the assignee has not been injured thereby, or
- (ii) the assignee declines to file a court action for the cause of action.
49. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- (i) the dangers of drug abuse in the workplace;
- (ii) the person's or organization's policy of maintaining a drug-free workplace;
- (iii) any available counseling, rehabilitation and employee assistance programs; and
- (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- (i) will receive a copy of the company's drug-free policy statement; and,

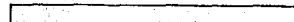
GENERAL PROVISIONS – INFORMATION TECHNOLOGY

- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
50. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
51. **SWEATFREE CODE OF CONDUCT:**
- Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
52. **RECYCLING:** Contractor hereby certifies under penalty of perjury that a percentage (0% to 100%) of the materials, Goods, supplies offered, or products used in the performance of this Contract meet or exceed the minimum percentage of recycled material as defined in PCC Sections 12161 and 12200.
53. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
54. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
55. **UNION ACTIVITIES:** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that: by signing this agreement, Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:
- Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
 - No state funds received under this agreement will be used to assist, promote or deter union organizing.
 - Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
 - If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.
56. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
57. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
58. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.
59. **DOMESTIC PARTNERS:** Commencing on July 1, 2004, Contractor certifies that it is in compliance with the applicable provisions of PCC Section 10295.3 with regard to benefits for domestic partners.

General Information

Enter all information directly into the relevant Excel spreadsheet cells. Enter numbers on each form in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer." A "No Offer" bid on a mandatory element will disqualify the bidder from that subcategory.

LEGEND

| | |
|---|---|
|  | Mandatory cells to be completed by supplier |
|  | Optional cells to be completed by supplier |

Please Verify ALL bids prior to submission.

Supplier Information

Bidders must complete the following section

| | |
|---------------|-----------------------|
| Supplier Name | Nextel Communications |
|---------------|-----------------------|

| Sheet | Completed By |
|----------------------------------|--------------|
| VW-1. Voice + WT Service Pricing | Shane Harper |
| VW-2. Optional Features | Shane Harper |
| VW-3. Other Fees | Shane Harper |
| VW-4. Equipment and Accessories | Shane Harper |
| VW-5. Additional Discounts | Shane Harper |
| VW-6. Price Sources | Shane Harper |

The following table provides an estimate of the number of State subscribers for each State Common Plan level for Voice + WT Service. These are only estimates and is not a guarantee of volume to the Contractor.

| | | Estimated Number of Subscribers | |
|--------------------------------|-----------------------|---------------------------------|-------|
| Walkie Talkie Only | Individual | Local WT Only 100 | 456 |
| | | Local WT Only 200 | 73 |
| | | Local WT Only 300 | 26 |
| | | Local WT Only 400 | 17 |
| | | Local WT Only 500 | 2 |
| | | Local WT Only 600 | 9 |
| | | Local WT Only 700 | 2 |
| | | Local WT Only 800 | 1 |
| | | Local WT Only Unlimited | 6 |
| | Pooled | Local Pooled WT Only 100 | 383 |
| | | Local Pooled WT Only 200 | 111 |
| | | Local Pooled WT Only 300 | 11 |
| | | Local Pooled WT Only 400 | 1 |
| | | Local Pooled WT Only 500 | 2 |
| | | Local Pooled WT Only 600 | 2 |
| | | Local Pooled WT Only 700 | N/A |
| | | Local Pooled WT Only 800 | 1 |
| Local Pooled WT Only Unlimited | 11 | | |
| Individual | Local | Local Voice/WT 100 | 1,524 |
| | | Local Voice/WT 200 | 230 |
| | | Local Voice/WT 300 | 88 |
| | | Local Voice/WT 400 | 45 |
| | | Local Voice/WT 500 | 23 |
| | | Local Voice/WT 600 | 21 |
| | | Local Voice/WT 700 | 11 |
| | | Local Voice/WT 800 | 8 |
| | | Local Voice/WT Unlimited | 20 |
| | | National Voice/WT 100 | 1,322 |
| | National Voice/WT 200 | 730 | |

| National | National | National Voice/WT 300 | 498 | | |
|---------------------------------|----------|------------------------------------|-------|------------------------------|-------|
| | | National Voice/WT 400 | 320 | | |
| | | National Voice/WT 500 | 184 | | |
| | | National Voice/WT 600 | 155 | | |
| | | National Voice/WT 700 | 97 | | |
| | | National Voice/WT 800 | 78 | | |
| | | National Voice/WT Unlimited | 288 | | |
| | | Pooled | Local | Pooled Local Voice/WT 100 | 570 |
| | | | | Pooled Local Voice/WT 200 | 143 |
| | | | | Pooled Local Voice/WT 300 | 58 |
| Pooled Local Voice/WT 400 | 52 | | | | |
| Pooled Local Voice/WT 500 | 21 | | | | |
| Pooled Local Voice/WT 600 | 11 | | | | |
| Pooled Local Voice/WT 700 | 6 | | | | |
| Pooled Local Voice/WT 800 | 6 | | | | |
| Pooled Local Voice/WT Unlimited | 12 | | | | |
| Pooled | National | | | Pooled National Voice/WT 100 | 3,387 |
| | | Pooled National Voice/WT 200 | 1,828 | | |
| | | Pooled National Voice/WT 300 | 1,245 | | |
| | | Pooled National Voice/WT 400 | 825 | | |
| | | Pooled National Voice/WT 500 | 559 | | |
| | | Pooled National Voice/WT 600 | 371 | | |
| | | Pooled National Voice/WT 700 | 218 | | |
| | | Pooled National Voice/WT 800 | 174 | | |
| | | Pooled National Voice/WT Unlimited | 440 | | |

VW-1: Voice & Walkie Talkie Service Plan Pricing

Plan Feature Requirements

The bidder must provide the following basic features as part of each plan type (mandatory):

| Plan Type | Included Features |
|-------------------------------|---|
| Voice + WT - Local | Requirements - voicemail, caller ID, caller ID blocking, call waiting, free domestic long distance for calls originating within the local calling area, unlimited free nights and weekend minutes |
| Voice + WT - National | Requirements - voicemail, caller ID, caller ID blocking, call waiting, free domestic long distance, free on-network roaming, unlimited free nights and weekend minutes |
| Individual WT only - National | Requirements - nationwide "walkie-talkie" access only. |
| Pooled WT only - National | Requirements - nationwide "walkie-talkie" access only. |

INSTRUCTIONS:

Bidders must propose one and only one plan for all plan types.

1. Local Walkie Talkie Only (no voice) Plans

a. Individual Walkie Talkie Only Service

Propose individual plans to meet State needs for walkie talkie ONLY plans. The monthly access fee must include the Individual WT only - National feature requirements (specified above).

b. Pooled Walkie Talkie Only Service

Propose pooled plans to meet State needs for walkie talkie ONLY plans. The monthly access fee must include the Individual WT only - National feature requirements (specified above).

2. Local Individual Voice + Walkie Talkie Plans

a. Local Voice + Walkie-Talkie Service

Propose individual plans to meet State needs. The plans may be Standard List, Standard List Adapted, or Custom Plans (see Section 6 of eRFP for detailed description). For Standard List and Standard List Adapted plans, specify the plan list cost and the State discount percentage. The list price is the publicly available/reference-able price on the proposal submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a bidder may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Voice + WT - Local feature requirements (specified above).

b. National Voice + Walkie-Talkie Service

Propose individual plans to meet State needs. The plans may be Standard List, Standard List Adapted, or Custom Plans (see Section 6 of eRFP for detailed description). For Standard List and Standard List Adapted plans, specify the plan list cost and the State discount percentage. The list price is the publicly available/reference-able price on the proposal submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a vendor may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Voice + WT - National feature requirements (specified above).

3. Pooled Plans

a. Local Voice + Walkie-Talkie Service

Propose pooled plans to meet State needs. The plans may be Standard List, Standard List adapted, or Custom Plans (see Section 6 of eRFP for detailed description). For Standard List and Standard List adapted plans, specify the plan list cost and the State discount percentage. **The list price is the publicly available/reference-able price on the proposal submission date.** Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a vendor may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Voice + WT - Local feature requirements (specified above).

b. National Voice + Walkie-Talkie Service

Propose pooled plans to meet State needs. The plans may be Standard List, Standard List adapted, or Custom Plans (see Section 6 of eRFP for detailed description). For Standard List and Standard List adapted plans, specify the plan list cost and the State discount percentage. **The list price is the publicly available/reference-able price on the proposal submission date.** Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a vendor may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Voice + WT - National feature requirements (specified above).

4. Walkie-Talkie User Group Management via Internet

The state would like to have the ability to manage walkie talkie user groups through the internet. Please indicate whether this feature will be provided, and the standard costs per month per user.

5. International Service Rates

Propose per minute cost and discount offered for long distance to the listed locations. The proposed costs will apply to all plans.

6. Subscription Credit

Propose the subscription credit as defined in Section 5 of the eRFP.

7. Time Period Definitions

Please indicate the time period associated with the types of minutes indicated.

1. Local Walkie Talkie Only (0 Included voice minutes)
a. Individual Walkie Talkie Service Only (no voice)

| State/Commodity/Plan | Required Inclusion Monthly/On Call/On Walkie Talkie (min/minutes) | Plan Name | Plan Type/Service/Accession/Restrictions (code) | Required Monthly/Available/WT/30 Day/Plan/Type | Monthly/Accession Cost | | | | Consumption per Voice | |
|-------------------------|---|-----------------------------|---|--|---|--|--|--|------------------------------------|-------------------------------|
| | | | | | Monthly/Accession Fee/Plan/Type (\$) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | VOIP/Consumption/Plan/Type (¢/min) | Pre-emption/Plan/Type (¢/min) |
| Local WT Only 100 | 100 | Government Local Shared 100 | SL | 100 | \$24.99 | \$0.00 | 18.00% | \$20.49 | \$0.20 | 0.00% |
| Local WT Only 200 | 200 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 300 | 300 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 400 | 400 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 500 | 500 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 600 | 600 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 700 | 700 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only 800 | 800 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local WT Only Unlimited | Unlimited | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |

b. Local Pooled Walkie Talkie Service Only (no voice)

| State/Commodity/Plan | Required Inclusion Monthly/On Call/On Walkie Talkie (min/minutes) | Plan Name | Plan Type/Service/Accession/Restrictions (code) | Required Monthly/Available/WT/30 Day/Plan/Type | Monthly/Accession Cost | | | | Consumption per Voice | |
|--------------------------------|---|-----------------------------|---|--|---|--|--|--|------------------------------------|-------------------------------|
| | | | | | Monthly/Accession Fee/Plan/Type (\$) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | Monthly/Accession Fee/Plan/Type (%) (CP) | VOIP/Consumption/Plan/Type (¢/min) | Pre-emption/Plan/Type (¢/min) |
| Local Pooled WT Only 100 | 100 | Government Local Shared 100 | SL | 100 | \$24.99 | \$0.00 | 18.00% | \$20.49 | \$0.20 | 0.00% |
| Local Pooled WT Only 200 | 200 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 300 | 300 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 400 | 400 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 500 | 500 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 600 | 600 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 700 | 700 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only 800 | 800 | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |
| Local Pooled WT Only Unlimited | Unlimited | Instant Connect Unlimited | CP | Unlimited | \$29.99 | \$0.00 | 18.00% | \$24.59 | \$0.35 | 0.00% |

2. Individual Voice + Walkie Talkie Plan

a. Local Voice Service + Walkie Talkie

| Service Description | Minimum Required Monthly Available Walkie-Talkie Minutes | Minimum Required Monthly Available Voice Minutes | Plan Name (Available on the Network) | Plan Type (SL, SA, CP) | Minimum Monthly Available Walkie-Talkie Minutes | Minimum Monthly Available Voice Minutes | Monthly Available Walkie-Talkie Minutes (x) | Monthly Available Voice Minutes (y) | Percentage of Available Walkie-Talkie Minutes (z) | Monthly Available Voice Minutes (w) |
|--------------------------|--|--|--------------------------------------|------------------------|---|---|---|-------------------------------------|---|-------------------------------------|
| Example 1 | 300 | Unlimited | Local 300 with WT | SL | 300 | Unlimited | \$29.99 | \$0.00 | 20.00% | \$5.00 |
| Example 2 | 400 | Unlimited | Local 300 with WT | SA | 400 | Unlimited | \$29.99 | \$35.00 | 50.00% | \$5.00 |
| Example 3 | 200 | Unlimited | Custom Local 200 with WT | CP | 200 | Unlimited | \$28.99 | \$0.00 | 0.00% | \$0.00 |
| Local Voice/WT 100 | 100 | Unlimited | Fair & Flexible 300 | SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 200 | 200 | Unlimited | Fair & Flexible 300 | SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 300 | 300 | Unlimited | Fair & Flexible 300 | SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 400 | 400 | Unlimited | National Power 500 | SL | 500 | Unlimited | \$45.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 500 | 500 | Unlimited | National Power 500 | SL | 500 | Unlimited | \$45.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 600 | 600 | Unlimited | National Power 800 | SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 700 | 700 | Unlimited | National Power 800 | SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT 800 | 800 | Unlimited | National Power 800 | SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Local Voice/WT Unlimited | Unlimited | Unlimited | National Unlimited Plan | CP | N/A | Unlimited | \$149.99 | N/A | 18.00% | \$0.00 |

b. National Voice Service + Walkie Talkie

| Service Description | Minimum Required Monthly Available Walkie-Talkie Minutes | Minimum Required Monthly Available Voice Minutes | Plan Name (Available on the Network) | Plan Type (SL, SA, CP) | Minimum Monthly Available Walkie-Talkie Minutes | Minimum Monthly Available Voice Minutes | Monthly Available Walkie-Talkie Minutes (x) | Monthly Available Voice Minutes (y) | Percentage of Available Walkie-Talkie Minutes (z) | Monthly Available Voice Minutes (w) |
|---------------------|--|--|--------------------------------------|------------------------|---|---|---|-------------------------------------|---|-------------------------------------|
| Example 1 | 300 | Unlimited | Nat'l 300 with WT | SL | 300 | Unlimited | \$29.99 | \$0.00 | 20.00% | \$0.00 |

| | | | | | | | | | |
|--------------------------|-----------|-----------|-----------------------------|-----|-----------|----------|---------|--------|--------|
| Example 2 | 400 | Unlimited | Nat'l 300 with WT SA | 400 | Unlimited | \$29.99 | \$35.00 | 50.00% | \$0.00 |
| Example 3 | 200 | Unlimited | Custom Nat'l 200 with WT CP | 200 | Unlimited | \$26.99 | \$0.00 | 0.00% | \$0.00 |
| Nat'l Voice/WT 100 | 100 | Unlimited | Fair & Flexible 300 SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 200 | 200 | Unlimited | Fair & Flexible 300 SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 300 | 300 | Unlimited | Fair & Flexible 300 SL | 300 | Unlimited | \$44.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 400 | 400 | Unlimited | National Power 500 SL | 500 | Unlimited | \$45.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 500 | 500 | Unlimited | National Power 500 SL | 500 | Unlimited | \$45.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 600 | 600 | Unlimited | National Power 800 SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 700 | 700 | Unlimited | National Power 800 SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT 800 | 800 | Unlimited | National Power 800 SL | 800 | Unlimited | \$55.99 | \$0.00 | 18.00% | \$0.00 |
| Nat'l Voice/WT Unlimited | Unlimited | Unlimited | National Unlimited Plan CP | N/A | Unlimited | \$149.99 | N/A | 18.00% | \$0.00 |

3. Pooled Plan
a. Local Voice Service + Walkie Talkie

| Service Description | Minimum Required Monthly Usage (Minutes) | Minimum Required Monthly Walkie Talkie Hours | Plan Name | Plan Type | Monthly Usage (Minutes) | Monthly Walkie Talkie Hours | Monthly Service Fee (\$) | Monthly Equipment Fee (\$) | Monthly Activation Fee (\$) | Monthly Termination Fee (\$) |
|---------------------------------|--|--|---------------------------------|-----------|-------------------------|-----------------------------|--------------------------|----------------------------|-----------------------------|------------------------------|
| Example 1 | 300 | 300 | Pooled Local 300 with WT | SL | 300 | 300 | \$29.99 | \$0.00 | 20.00% | \$5.00 |
| Example 2 | 400 | 400 | Pooled Local 300 with WT | SA | 400 | 400 | \$29.99 | \$35.00 | 50.00% | \$5.00 |
| Example 3 | 200 | 200 | Custom Pooled Local 200 with WT | CP | 200 | 200 | \$28.99 | \$0.00 | 0.00% | \$0.00 |
| Pooled Local Voice/WT 100 | 100 | 100 | Government Value Plan 150 | CP | 150 | Unlimited | \$30.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 200 | 200 | 200 | Government Value Plan 250 | SL | 250 | Unlimited | \$35.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 300 | 300 | 300 | Government Value Plan 350 | CP | 350 | Unlimited | \$40.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 400 | 400 | 400 | Government Value Plan 500 | SL | 500 | Unlimited | \$45.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 500 | 500 | 400 | Government Value Plan 500 | SL | 500 | Unlimited | \$45.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 600 | 600 | 400 | Government Rewards UDC 600 | SL | 600 | Unlimited | \$65.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 700 | 700 | 400 | Government Rewards UDC 800 | SL | 800 | Unlimited | \$85.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT 800 | 800 | 400 | Government Rewards UDC 800 | SL | 800 | Unlimited | \$85.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Local Voice/WT Unlimited | Unlimited | Unlimited | National Unlimited Plan | CP | Unlimited | Unlimited | \$148.99 | \$0.00 | 18.00% | \$0.00 |

b. National Voice Service + Walkie Talkie

| Service Description | Minimum Required Monthly Usage (Minutes) | Minimum Required Monthly Walkie Talkie Hours | Plan Name | Plan Type | Monthly Usage (Minutes) | Monthly Walkie Talkie Hours | Monthly Service Fee (\$) | Monthly Equipment Fee (\$) | Monthly Activation Fee (\$) | Monthly Termination Fee (\$) |
|---------------------|--|--|--------------------------|-----------|-------------------------|-----------------------------|--------------------------|----------------------------|-----------------------------|------------------------------|
| Example 1 | 300 | 300 | Pooled Nat'l 300 with WT | SL | 300 | 300 | \$29.99 | \$0.00 | 20.00% | \$0.00 |

| | | | | | | | | | | |
|---------------------------------|-----------|-----------|---------------------------------|----|-----------|-----------|----------|---------|--------|--------|
| Example 2 | 400 | 400 | Pooled Nat'l 300 with WT | SA | 400 | 400 | \$29.99 | \$35.00 | 50.00% | \$0.00 |
| Example 3 | 200 | 200 | Custom Pooled Nat'l 200 with WT | CP | 200 | 200 | \$28.99 | \$0.00 | 0.00% | \$0.00 |
| Pooled Nat'l Voice/WT 100 | 100 | 100 | Government Value Plan 150 | CP | 150 | Unlimited | \$30.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 200 | 200 | 200 | Government Value Plan 250 | SL | 250 | Unlimited | \$35.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 300 | 300 | 300 | Government Value Plan 350 | CP | 350 | Unlimited | \$40.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 400 | 400 | 400 | Government Value Plan 500 | SL | 500 | Unlimited | \$45.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 500 | 500 | 400 | Government Value Plan 500 | SL | 500 | Unlimited | \$45.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 600 | 600 | 400 | Government Rewards UDC 800 | SL | 600 | Unlimited | \$65.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 700 | 700 | 400 | Government Rewards UDC 800 | SL | 800 | Unlimited | \$85.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT 800 | 800 | 400 | Government Rewards UDC 800 | SL | 800 | Unlimited | \$85.00 | \$0.00 | 18.00% | \$0.00 |
| Pooled Nat'l Voice/WT Unlimited | Unlimited | Unlimited | National Unlimited Plan | CP | Unlimited | Unlimited | \$149.99 | \$0.00 | 18.00% | \$0.00 |

4. Walkie-Talkie User Group Updates via Internet

| Feature (Y/N) | Cost Per Mo. Per User |
|---------------|-----------------------|
| Yes | \$0.00 |

5. International Service Rates

| Country | Per Minute List Price (\$) | Discount on List Price (%) | Effective Per Minute Price (\$) |
|-----------|----------------------------|----------------------------|---------------------------------|
| Example 1 | \$0.10 | 20.00% | \$0.08 |
| Mexico | \$0.49 | 0.00% | \$0.49 |
| Canada | \$0.20 | 0.00% | \$0.20 |

6. Subscription Credit (as defined in Section 5 of the eRFP)

| | |
|--------------------------|---------|
| Subscription Credit (\$) | \$50.00 |
|--------------------------|---------|

7. Time Period Definitions

| Type of Minutes | Hours |
|---------------------------|--|
| Anytime Minutes | 7 a.m. - 9 p.m. |
| Anytime Minutes | Mon-Fri: 7 a.m. - 9 p.m. |
| Night and Weekend Minutes | Mon-Fri: 9 p.m. - 7 a.m.; Fri-Mon: 9 p.m. - 7 a.m. |

NOTES:

(1) **Standard List:** Advertised service plan and equipment price that appears on the Contractor's web site, which is available to the general public.
Standard Adapted: The bidder's standard list price for the nearest existing plan with additional per minute list prices to adapt its current plans, as publicly available/reference-able for subscribers outside of the State, with discount-off the adapted total price to reach a net price (e.g., 250 minute standard plan price + 50 minutes of overage charges = 300 minute plan)
Custom Plan: A non-published plan proposed by the Contractor to meet the State's minimum anytime minutes and feature requirements.

- (2) Effective Monthly Available Anytime Voice/WT Minutes - the total amount of anytime voice/WT minutes offered by the plan, including any bonus anytime voice/WT minutes. Any offers of bonus anytime voice/WT minutes will be considered as standard, and not subject to expiration.
- (3) The additional monthly costs for Standard Adapted Plans. The overage rate per minute or Consumption-Based rate per minute used to compute this cost must be the list rate in the base Standard Plan. (e.g., For a 300 minute + 100 minute overage Standard Adapted Plan, the list overage rate per minute of the base 300m plan will be used.) Enter "0" for Standard List and Custom Plans.
- (4) Adjustments to meet State Feature Requirements: The cost for required features that may not be included in the base access price. If the feature is included in the base access price, please enter "0" to indicate no charge.
- (5) Free nationwide long distance for calls made from within the local calling area - airtime charges apply.
- (6) Remaining Basic Required Features - costs associated with meeting the remaining State plan feature requirements. (e.g., plan X does not come with Call Waiting or Caller ID, and must be added for an additional monthly charge)
- (7) Charges for nationwide long distance calls made from outside of the local calling area (specific to local plans)
- (8) Roaming Cost are costs associated with initiating or receiving calls outside of the subscribers local calling area

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| Min. Cost (Per Line/Per Month) (\$) | Overage per WT Min. Cost | | | Consumption per Group WT Min. Cost | | |
|---|--|---|--|---|--|---|
| | On-Net Overage per WT Min. Cost (\$) | Off-Net Overage per WT Min. Cost (\$) | Off-Net Overage per WT Min. Cost (%) | On-Net Consumption per Group WT Min. Cost (\$) | Off-Net Consumption per Group WT Min. Cost (\$) | Off-Net Consumption per Group WT Min. Cost (%) |
| \$0.20 | \$0.15 | 0.00% | \$0.15 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 |

| Min. Cost (Per Line/Per Month) (\$) | Overage per WT Min. Cost | | | Consumption per Group WT Min. Cost | | | Subscriber Controls | |
|---|--|---|--|---|--|---|---|---|
| | On-Net Overage per WT Min. Cost (\$) | Off-Net Overage per WT Min. Cost (\$) | Off-Net Overage per WT Min. Cost (%) | On-Net Consumption per Group WT Min. Cost (\$) | Off-Net Consumption per Group WT Min. Cost (\$) | Off-Net Consumption per Group WT Min. Cost (%) | Minimum Subscriber Control Level (\$) | Maximum Subscriber Control Level (\$) |
| \$0.20 | \$0.15 | 0.00% | \$0.15 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |
| \$0.35 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | 1 | Unlimited |

| Access Cost | | | | Voice Overage Cost | | | | Voice Long Distance Cost | | | | Voice Roaming Cost | |
|-----------------------------------|-----------------------------------|-----------------------------------|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Group Walkie-Talkie (G) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) |
| \$0.00 | \$0.00 | \$28.99 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.15 | 20.00% |
| \$0.00 | \$0.00 | \$37.50 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.15 | 20.00% |
| \$0.00 | \$0.00 | \$28.99 | 0 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.15 | 20.00% |
| \$0.00 | \$0.00 | \$36.89 | 0 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$0.00 | \$36.89 | 0 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$0.00 | \$36.89 | 0 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$2.00 | \$39.71 | 0 | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$2.00 | \$39.71 | 0 | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$2.00 | \$47.91 | 0 | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$2.00 | \$47.91 | 0 | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$2.00 | \$47.91 | 0 | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |
| \$0.00 | \$0.00 | \$122.99 | 0 | N/A | | | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | 0.00% |

| Access Cost | | | | Voice Overage Cost | | | | Voice Roaming Cost | | | | Group Walkie-Talkie Overage Price | |
|-----------------------------------|-----------------------------------|-----------------------------------|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Group Walkie-Talkie (G) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) | Monthly Cost of Network Wires (M) |
| \$0.00 | \$23.99 | \$23.99 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.15 | 20.00% |

| | | | | | | | | | | | | | |
|--------|----------|----|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--|
| | | | Includes 100 overage minutes at \$0.35/min | | | | | | | | | | |
| \$0.00 | \$32.50 | 50 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.16 | |
| \$0.00 | \$28.99 | 0 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.16 | |
| \$0.00 | \$36.89 | 0 | \$0 for every 100 minutes over 100 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$0.00 | \$36.89 | 0 | \$0 for every 100 minutes over 100 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$0.00 | \$36.89 | 0 | \$0 for every 100 minutes over 100 | \$0.10 | 0.00% | \$0.10 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$2.00 | \$39.71 | 0 | minutes of call | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$2.00 | \$39.71 | 0 | | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$2.00 | \$47.91 | 0 | | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$2.00 | \$47.91 | 0 | | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$2.00 | \$47.91 | 0 | | \$0.45 | 0.00% | \$0.45 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |
| \$0.00 | \$122.99 | 0 | | N/A | | | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | |

| Monthly/Access Cost | | | | Voice Overage Cost | | | Voice Long Distance Cost | | | Voice Roaming Cost | | |
|---------------------------------------|---------------------------------------|---------------------------------------|-------------------|------------------------------|---------------------|------------------------------|--------------------------|------------------------------|---------------------|------------------------------|---------------------|--|
| Monthly/Access Cost (Per Month) | Monthly/Access Cost (Per Month) | Monthly/Access Cost (Per Month) | Equipment Cost | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | |
| \$0.00 | \$0.00 | \$28.99 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | |
| \$0.00 | \$0.00 | \$37.50 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | |
| \$0.00 | \$0.00 | \$28.99 | 0 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | |
| \$0.00 | \$0.00 | \$24.60 | 0 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$28.70 | 0 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$32.80 | 0 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$36.90 | 0 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$36.90 | 0 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$53.30 | 250 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$69.70 | 250 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$69.70 | 250 | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |
| \$0.00 | \$0.00 | \$122.99 | 0 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | |

| Costs/Equipment | | | | Voice Overage Cost | | | Voice Roaming Cost | | | One-to-One Walkie Talkie Overage Price | | |
|---------------------------------------|---------------------------------------|---------------------------------------|-------------------|------------------------------|---------------------|------------------------------|---------------------|------------------------------|---------------------|--|---------------------|--|
| Monthly/Access Cost (Per Month) | Monthly/Access Cost (Per Month) | Monthly/Access Cost (Per Month) | Equipment Cost | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | Overage Cost (Per Min) | Overage Cost (%) | |
| \$0.00 | \$23.99 | \$0.00 | 50 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | |

| | | | | | | | | | | | | |
|--------|----------|-----|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| \$0.00 | \$32.50 | 50 | Includes 100 overage minutes at \$0.35/min | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| \$0.00 | \$28.99 | 0 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| \$0.00 | \$24.60 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$28.70 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$32.80 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$36.90 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$36.90 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$53.30 | 250 | Includes Priority Co | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$69.70 | 250 | Includes Priority Co | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$69.70 | 250 | Includes Priority Co | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |
| \$0.00 | \$122.99 | 0 | | \$0.40 | 0.00% | \$0.40 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |

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| Group Walkie Talkie Overage Price | | | | Nationwide Walkie Talkie Overage Price | | | |
|-----------------------------------|----------------------------|--------------------|-------------------------|--|--------------------|-------------------------|--|
| Base Price (Per Minute) | Overage Price (Per Minute) | Overage Percentage | Base Price (Per Minute) | Overage Price (Per Minute) | Overage Percentage | Base Price (Per Minute) | |
| \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | |
| \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | |
| \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | |
| \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | |

| Nationwide Walkie Talkie Overage Price | | |
|--|----------------------------|--------------------|
| Base Price (Per Minute) | Overage Price (Per Minute) | Overage Percentage |
| \$0.20 | | 20.00% |
| | \$0.16 | |

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| | | |
|--------|--------|--------|
| \$0.20 | 20.00% | \$0.16 |
| \$0.20 | 20.00% | \$0.16 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.10 | 0.00% | \$0.10 |
| \$0.00 | 0.00% | \$0.00 |

| One-to-One Walkie Talkie Overage Price | | | Group Walkie Talkie Overage Price | | | Nationwide Walkie Talkie Overage Price | | | Subscriber Constraints | |
|--|-----------------------|----------------------|-----------------------------------|-----------------------|----------------------|--|-----------------------|----------------------|------------------------|----------------------|
| Wireless Equipment Price (\$) | Subscriber Price (\$) | Subscriber Price (%) | Wireless Equipment Price (\$) | Subscriber Price (\$) | Subscriber Price (%) | Wireless Equipment Price (\$) | Subscriber Price (\$) | Subscriber Price (%) | Subscriber Price (\$) | Subscriber Price (%) |
| \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 Unlimited |
| \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 Unlimited |
| \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.16 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 Unlimited |
| \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 Unlimited |

| Group Walkie Talkie Overage Price | | | Nationwide Walkie Talkie Overage Price | | | Subscriber Constraints | |
|-----------------------------------|-----------------------|----------------------|--|-----------------------|----------------------|------------------------|----------------------|
| Wireless Equipment Price (\$) | Subscriber Price (\$) | Subscriber Price (%) | Wireless Equipment Price (\$) | Subscriber Price (\$) | Subscriber Price (%) | Subscriber Price (\$) | Subscriber Price (%) |
| \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 | Unlimited |

| | | | | | | | |
|--------|--------|--------|--------|--------|--------|---|-----------|
| \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 | Unlimited |
| \$0.20 | 20.00% | \$0.16 | \$0.20 | 20.00% | \$0.16 | 5 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.10 | 0.00% | \$0.10 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 | Unlimited |
| \$0.15 | 0.00% | \$0.15 | \$0.00 | 0.00% | \$0.00 | 1 | Unlimited |

VW-2: Optional Features

INSTRUCTIONS:

Please fill in the following if applicable. These features may be purchased as an add-on for all non-consumption based plans, and will incur the additional monthly base charges:

1. Text Messaging - SMS (short message service) text messages.
2. Multimedia Messaging - Multimedia messaging system that enables messages with one or more multimedia (digital photo, audio, video) parts.
3. Free Unlimited Mobile-to-Mobile

The scope of free unlimited mobile-to-mobile will be in accordance with plan scope, IE, Local plans will be free unlimited local mobile-to-mobile, and national plans will be free unlimited national mobile-to-mobile. Unlimited mobile-to-mobile shall apply to both the call initiator and the call receiver. If offered, unlimited mobile-to-mobile MUST be available in every market within California that is serviced by the bidder.

4. Other Features

These are additional features that may not be included in some of the plans. Indicate the percent off the list price for all optional features as well as the list prices for each feature.

1. Text Messaging

| Monthly Price (Required) | Description | Monthly Available Quantity | Monthly Base Cost | | | Overlap Cost | | | Notes |
|--------------------------|--------------------------|----------------------------|-------------------|------------|-----------|--------------|------------|-----------|-------------------------------|
| | | | Price | Discount % | Net Price | Price | Discount % | Net Price | |
| 100.00 | Text Message 100 | 100 | \$3.00 | 20.00% | \$2.40 | \$0.10 | 25.00% | \$0.08 | 500m+ |
| 0 (pay as you go) | Pay As You Go | 0 | N/A | N/A | N/A | 0.10 | 0.00% | \$0.10 | |
| 100.00 | Text Message 100 | 100 | 4.99 | 0.00% | \$4.99 | 0.10 | 0.00% | \$0.10 | |
| 300.00 | Text Message 500 | 500 | 7.99 | 0.00% | \$7.99 | 0.10 | 0.00% | \$0.10 | |
| Unlimited | Unlimited Text Messaging | N/A | 14.99 | 18.00% | \$12.29 | | N/A | | Pooled Nat'l & Local Voice/WI |

2. Multimedia Messaging

| Monthly Price (Required) | Description | Monthly Available Quantity | Monthly Base Cost | | | Overlap Cost | | | Notes |
|--------------------------|----------------------------|----------------------------|-------------------|------------|-----------|--------------|------------|-----------|-------|
| | | | Price | Discount % | Net Price | Price | Discount % | Net Price | |
| 100.00 | Multimedia Message 100 | 100 | \$3.00 | 20.00% | \$2.40 | \$0.10 | 25.00% | \$0.08 | 500m+ |
| 0 (pay as you go) | Pay As You Go | 0 | N/A | N/A | N/A | 0.25 | 0.00% | \$0.25 | |
| 20.00 | Basic Data Service Plan | 40 | 9.99 | 18.00% | \$8.19 | 0.25 | 0.00% | \$0.25 | |
| 40.00 | Basic Data Service Plan | 40 | 9.99 | 18.00% | \$8.19 | 0.25 | 0.00% | \$0.25 | |
| 100.00 | Enhanced Data Service Plan | 120 | 19.99 | 18.00% | \$16.39 | 0.25 | 0.00% | \$0.25 | |
| Unlimited | Unlimited | | | | \$0.00 | | N/A | | |

3. Unlimited Mobile to Mobile

| State Account Plan | Unlimited Mobile to Mobile Monthly Price (\$) | Discount of Monthly List Price (%) | Effective Monthly Price (\$) |
|--------------------|---|------------------------------------|------------------------------|
| 500 | \$5.00 | 100.00% | \$0.00 |
| 100 | 5.00 | 0.00% | \$5.00 |
| 200 | 5.00 | 0.00% | \$5.00 |
| 300 | 5.00 | 0.00% | \$5.00 |
| 400 | 5.00 | 0.00% | \$5.00 |
| 500 | 5.00 | 0.00% | \$5.00 |
| 600 | 5.00 | 0.00% | \$5.00 |
| 700 | 5.00 | 0.00% | \$5.00 |
| 800 | 5.00 | 0.00% | \$5.00 |
| Unlimited | 5.00 | 0.00% | \$5.00 |

4. Other Features

| List Prices to Which Discount Is Applied | | | | | Discount | Other Features Effective Prices | | | | | | | | | | | | | | | | | |
|--|------------|---------|------------|---------|------------|---------------------------------|---------|------------|---------|------------|---------|------------|--|--------|--|--------|--|--------|--|--------|--|--|---|
| Feature | Price (\$) | Feature | Price (\$) | Feature | Price (\$) | Discount (%) | Feature | Price (\$) | Feature | Price (\$) | Feature | Price (\$) | | | | | | | | | | | |
| | \$0.15 | | \$0.50 | | \$3.00 | | \$0.50 | | \$3.00 | 20.00% | | \$0.12 | | \$0.40 | | \$2.40 | | \$0.40 | | \$2.40 | | | |
| | 0.20 | | 0.00 | | 1.00 | | 1.40 | | 0.00 | 0.00% | | \$0.20 | | \$0.00 | | \$1.00 | | \$1.40 | | \$0.00 | | | Voice Mail is included in certain rate plans. Voice activated dialing is a standard feature on select handsets. |

D-4: Additional Discounts and Incentives

INSTRUCTIONS:

1. Blanket Discount - Services

Indicate the blanket discount off list price for data services and features which are not entered as part of the bidsheet.

2. Bulk New Service Activation

Indicate the additional per line credit that would be extended at the time of purchase if a bulk order for new service activation contains the specified number of lines. In order to accommodate the transition of existing State users, the Bulk New Service Activation credit will apply only after the first six months of the contract.

1. Blanket Discount - Services

| | 25% | 30% |
|---------------|--------|--------|
| Example | | |
| Data Services | 18.00% | 18.00% |

2. Bulk New Service Activation

| Example | \$20 |
|---------|------|
| 10-30 | \$5 |
| 31-50 | \$5 |
| 51-70 | \$5 |
| 71-100 | \$5 |
| 101-150 | \$5 |
| 151-200 | \$5 |
| 200+ | \$5 |

NOTES:

- (1) Promotional price is defined as any service or equipment being offered on the contractor's public website with any type of discount, or stated to be promotional.
 (2) Non-Promotional price is defined as any service or equipment being offered on the contractor's public website without a discount, or not stated to be promotional

D-5: Price Sources
INSTRUCTIONS:

Please provide the published web address (url) where the publicly available/reference-able prices can be reviewed and verified.

For Custom Plans, enter the published web address (url) for the publicly available/reference-able plan that most closely match the State Common Plan

D-1 Data Service Pricing

1. Blackberry™ Email Service Plans

| Plan | Plan ID | URL | Comments |
|----------------------|-----------|---|----------|
| Blackberry 1 | 1 | http://www.nextel.com/en/solutions/blackberry/email.shtml | |
| Blackberry 3 | 3 | http://www.nextel.com/en/solutions/blackberry/email.shtml | |
| Blackberry 4 | 4 | http://www.nextel.com/en/solutions/blackberry/email.shtml | |
| Blackberry 5 | 5 | http://www.nextel.com/en/solutions/blackberry/email.shtml | |
| Blackberry Unlimited | Unlimited | http://www.nextel.com/en/solutions/blackberry/email.shtml | |

2. PDA Data Plans

| Plan | Plan ID | URL | Comments |
|---------------|-----------|-----|----------|
| PDA 5 | 5 | | |
| PDA 10 | 10 | | |
| PDA 20 | 20 | | |
| PDA 40 | 40 | | |
| PDA 100 | 100 | | |
| PDA Unlimited | Unlimited | | |

3. PC Card Data Plans

| Plan | Plan ID | URL | Comments |
|------------|---------|---|----------|
| Data 5 MB | 5 | http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml | |
| Data 10 MB | 10 | http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml | |

| | | |
|----------------|-----------|---|
| Data 20 MB | 20 | http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml |
| Data 50 MB | 50 | http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml |
| Data 100 MB | 100 | http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml |
| Data Unlimited | Unlimited | http://www.nextel.com/en/solutions/dataaccess/unlimited_access_plan.shtml |

D-3 Equipment and Accessories

1. Equipment

| DESCRIPTION | UNIT | PRICE | COMMENTS |
|-------------------------|------|---|--|
| No Cost Equipment | Free | http://nextelonline.nextel.com/en/solutions/blackberry/index.shtml | Nextel is not proposing a no cost BlackBerry or data device |
| Accessories | | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/OSBrowseAccessoriesOnlyCategories?PHONE_ID=RIM7520 | |
| Additional Equipment | | http://nextelonline.nextel.com/en/solutions/wireless_modems/index.shtml | |
| Insurance | | | Direct Protect Insurance is not available for the BlackBerry |

INSTRUCTIONS:

1. Other Fees for Voice+WT
 List all additional monthly non-usage related recurring charges per subscriber for voice + WT plans in the following table (e.g., cost recovery fees, etc.). These charges will be added to the monthly service costs to determine total costs.

2. One-Time Fees
 List the fees for each of the items listed. These charges will apply to all voice+walkie-talkie and voice+walkie-talkie/data combinations plans. Enter 0 to indicate a fee that will be waived.

3. Restocking Fees
 List restocking fees in dollar (\$) terms per item

1. Other Monthly Fees for Voice+WT

| Item Name | Description | Fee Type (F/P) | Monthly Fee (\$) | Monthly Percentage (%) |
|-------------------------------------|---|----------------|------------------|------------------------|
| Number Portability Fee | Monthly fee to recover costs associated with number portability | F | \$0.50 | |
| Federal Universal Service Fund | The universal service fund subsidizes programs for | P | | 1.40% |
| Telephone Relay Service Surcharge | All telecommunication service providers are required to | P | | 0.07% |
| State PUC User Fee | The California public utilities commission reimbursement | P | | 0.11% |
| State CA High Cost Part A | The California high cost fund surcharge is imposed on | P | | 0.15% |
| State Univ. Lifeline Service Charge | State government service charge. Associated taxes/fees | P | | 1.55% |
| State CA Relay Service Fund | The California relay service surcharge is imposed in order | P | | 0.16% |
| Deaf Tax Surcharge | The California communications devices surcharge is imposed in order to provide for the placement of telecommunication devices for the deaf and hearing impaired in existing buildings and public accommodations. The surcharge is levied as a percentage of taxable telecommunication services. Associated taxes/fees may differ based on user address and tax exemptions received. | P | | 0.30% |

| | | | | |
|---------------------------|--|---|--|-------|
| State CA High Cost Part B | The California high cost fund surcharge is imposed on telecommunication services in order to provide affordable basic telephone service in high cost areas. The surcharge is levied as a percentage of taxable telecommunication services. Associated taxes/fees may differ based on user address and tax exemptions received. | P | | 2.43% |
| | | | | |
| | | | | |
| | | | | |

2. One-Time Fees

- (1) Activation Fees - The fixed cost per user when activating a new wireless line
- (2) Suspension Fees - The fixed cost per user when suspending a wireless line
- (3) Re-Activation Fees - The fixed cost per user when reactivating a wireless line
- (4) Early Termination Fees - The cost per line when terminating service prior to the minimum required service contract term

| Item | Fixed Fee (\$) | Percentage (%) |
|----------------------------|----------------|----------------|
| (1) Activation Fees | \$0.00 | N/A |
| (2) Suspension Fees | \$0.00 | N/A |
| (3) Re-Activation Fees | \$0.00 | N/A |
| (4) Early Termination Fees | \$0.00 | No |

3. Restocking Fees

| Item | Fixed Fee (\$) |
|-------------------------------|----------------|
| General Restocking Fee | \$0.00 |
| Items returned within 30 days | \$0.00 |

NOTES:

- (1) Fixed fees will be a set dollar amount.
- (2) Percent fees will be calculated as the percentage times the effective monthly access cost.

| | | | | | | | | | | |
|--|--|--|---|--|--|--|--|--|--|--|
| | | | Y | | | | | | | |
| | | | Y | | | | | | | |
| | | | Y | | | | | | | |
| | | | Y | | | | | | | |

b. Accessories

| | |
|-------------------|----|
| Power Chargers | No |
| Car Chargers | No |
| Desk Chargers | No |
| Carrying Cases | No |
| Spare Battery | No |
| Standard Battery | Y |
| Standard Charger | Y |
| Handsfree Headset | Y |
| | Y |
| | Y |
| | Y |

2. Reserve Stock

| Item # | Brand | Wireless Capability (CDMA) | Voice Playback | Camera | MP3 | Video | GPS | Speakerphone | Price | Price | Notes |
|---------|----------|----------------------------|----------------|--------|-----|-------|------|--------------|----------|----------|--|
| EXAMPLE | Brand X | Y | Y | Y | 48 | 7 | GSM | | \$99.99 | \$49.99 | |
| EXAMPLE | Brand X | Y | Y | Y | 48 | 7 | CDMA | | \$49.99 | \$0.00 | |
| 1860 | Motorola | Y | Yes | Yes | 90 | 3 | IDEN | | \$449.99 | \$182.99 | Camera, MMS, Java, GPS enabled, Speakerphone |
| 1836 | Motorola | Y | Yes | Yes | 101 | 3 | IDEN | | \$299.99 | \$151.99 | Color display, Voice-activated dialing, speakerphone, GPS en |
| 1275 | Motorola | Y | Yes | Yes | 101 | 3 | IDEN | | \$274.99 | \$89.99 | Camera, MMS, Java, GPS enabled, Speakerphone |
| 1605 | Motorola | Y | Yes | Yes | 240 | 5 | IDEN | | \$449.99 | \$182.99 | Adheres to Military Standard 810 F for dust, shock, vibration, |
| 1355 | Motorola | Y | Yes | Yes | 240 | 5 | IDEN | | \$249.99 | \$79.99 | Adheres to Military Standard 810 F for dust, shock, vibration, |
| 1530 | Motorola | Y | Yes | Yes | 101 | 3 | IDEN | | \$224.99 | \$49.99 | Adheres to Military Standard 810 F for Dust, Shock, and Vibr |

3. Additional Handsets and Accessories

| Category | Percentage |
|-------------|------------|
| EXAMPLE | 25.00% |
| Handsets | 39.00% |
| Accessories | 20.00% |

Qualifying Handsets and Accessories

| Item # | Brand | Minimum Standby Time | Qualifying Features | Price | Price |
|---------|----------|----------------------|---|----------|----------|
| EXAMPLE | Brand X | 300+ Minutes | Camera, Bluetooth, Voice Activated Dialing, Web Capable, Enhanced Standby Hours | \$199.99 | \$149.99 |
| 1860 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone | \$299.99 | \$182.99 |
| 1836 | Motorola | All | Color display, Voice-activated dialing, Speakerphone, GPS enabled, Java | \$249.99 | \$151.99 |
| 1850 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone, Direct Talk | \$299.99 | \$182.99 |
| 1730 | Motorola | All | 65K Color display screen, Java, Speakerphone, GPS Enabled, Voice Recorder | \$199.99 | \$105.99 |
| 1275 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone | \$149.99 | \$89.99 |
| 1710 | Motorola | All | 65K Color display screen, GPS Enabled, Speakerphone, Java | \$149.99 | \$89.99 |
| 1325IS | Motorola | All | Intrinsically Safe - Approved by third party agencies to use in specific hazardous | \$449.99 | \$273.99 |
| 1915 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration) | \$124.99 | \$64.99 |
| 1355 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration) | \$139.99 | \$79.99 |
| 1605 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration) | \$299.99 | \$182.99 |
| 1305 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration) | \$119.99 | \$59.99 |
| 1530 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration) | \$124.99 | \$49.99 |

4. Blanket Discount Handsets and Accessories Discount

| | |
|-------------------------------------|--------|
| Example | 5% |
| Handsets | 39.00% |
| Accessories (Including car kits) | 20.00% |

5. Insurance

| | | |
|-------------|--------|--|
| EXAMPLE | \$2.50 | Loss, theft, out of warranty damage |
| Handsets | \$4.95 | program to cover against |
| Accessories | | |

NOTES:

- (1) List Price: The price of equipment without the purchase of a service contract or extension (e.g., retail, MSRP price)
- (2) Standard Price with Service Activation or Extension: The publicly available/reference-able price of equipment when purchased with a service contract or extension that is comparable to the standard service contract length as bid in Section 5

INSTRUCTIONS:

1. Blanket Discount - Services

Indicate the blanket discount off list price for voice + WT services and features which are not entered as part of the bidsheet.

2. Incremental Volume Rebates - Voice+WT and Data Services (Subcategory 2 Only)

Propose incremental percentage discounts in the form of rebates for the identified volumes, IF awarded Subcategory 2 only. Incremental volume discounts will be calculated at the end of each quarter, and will be based on the total combined revenue from voice+wt and data services, and the appropriate percentage discount will be applied to the total qualifying charges.

3. Incremental Volume Rebates - Voice and Data Services (Subcategory 1) and Voice+WT and Data Services (Subcategory 2)

Propose incremental percentage discounts in the form of rebates for the identified volumes, IF awarded both Subcategory 1 and Subcategory 2. Incremental volume discounts will be calculated at the end of each quarter, and will be based on the total revenue from voice and data services PLUS voice+wt and data services, and the appropriate percentage discount will be applied to the total qualifying charges. These proposed incremental discounts for Subcategory 1 and Subcategory 2 combined supersede the incremental discounts proposed for Subcategory 1 Only and Subcategory 2 Only.

4. Bulk New Service Activation

Indicate the additional per line credit that would be extended at the time of purchase if a bulk order for new service activation contains the specified number of lines. In order to accommodate the transition of existing State users, the Bulk New Service Activation credit will apply only after the first six months of the contract.

5. Payment Term Discounts

Payment terms at the State of California are normally 45 days. If authorized purchasers were able to accelerate payment, propose additional discount off the entire MONTHLY invoice offered.

1. Blanket Discount - Services

| | |
|-----------------------------------|--|
| Discount off Promotional Price | Discount off Non- Promotional Price |
|-----------------------------------|--|

| | | |
|----------------|--------|--------|
| Example | 25% | 30% |
| Voice Services | 18.00% | 18.00% |

2. Incremental Volume Rebates - Voice+WT and Data Services (Subcategory 2 Only)

| Quantity/Volume (Total Qualifier) | Percentage Rebate (Subcategory 2) |
|-----------------------------------|-----------------------------------|
| Example: \$1,000,000 - 2,999,999 | 5% |
| \$100,000 - \$500,000 | 0.50% |
| \$500,000 - \$999,999 | 0.50% |
| \$1,000,000 - \$1,499,999 | 0.50% |
| \$1,500,000 - \$1,999,999 | 0.50% |
| \$2,000,000-\$2,999,999 | 1.00% |
| \$3,000,000+ | 1.00% |

3. Incremental Volume Rebates - Voice and Data Services (Subcategory 1) and Voice+WT and Data Services (Subcategory 2)

| Quantity/Volume (Total Qualifier) | Percentage Rebate (Subcategory 1) |
|-----------------------------------|-----------------------------------|
| Example: \$1,000,000 - 2,999,999 | 5% |
| \$100,000 - \$999,999 | 0.50% |
| \$1,000,000 - \$1,999,999 | 0.50% |
| \$2,000,000 - \$3,999,999 | 1.00% |
| \$4,000,000 - \$5,999,999 | 1.50% |
| \$6,000,000-\$7,999,999 | 1.50% |
| \$8,000,000-\$9,999,999 | 2.00% |
| \$10,000,000+ | 2.00% |

4. Bulk New Service Activation

| |
|----------------------|
| Per Line Credit (\$) |
|----------------------|

| Total Number of New Line Items Total | Individual Service Plan Bill Rate | Pooled Service Plan Bill Rate |
|---|--------------------------------------|----------------------------------|
| Example | \$20 | \$10 |
| 10-30 | 5.00 | 5.00 |
| 31-50 | 5.00 | 5.00 |
| 51-70 | 5.00 | 5.00 |
| 71-100 | 5.00 | 5.00 |
| 101-150 | 5.00 | 5.00 |
| 151-200 | 5.00 | 5.00 |
| 200+ | 5.00 | 5.00 |

5. Payment Term Discounts

| Payment Term | Additional Monthly Bill Rate |
|--------------------------|---------------------------------|
| Invoices Paid by 30 days | 0.00% |
| Invoices Paid by 20 days | 0.00% |
| Invoices Paid by 15 days | 0.00% |

NOTES:

- (1) Promotional price is defined as any service or equipment being offered on the contractor's public website with any type of discount, or stated to be promotional.
 (2) Non-Promotional price is defined as any service or equipment being offered on the contractor's public website without a discount, or not stated to be promotional.

VW-6: Price Sources

Please provide the published web address (url) where the publicly available/reference-able prices can be reviewed and verified.

For Custom Plans, enter the published web address (url) for the publicly available/reference-able plan that most closely match the State Common Plan

VW-1 Voice + WT Service

1. Walkie Talkie Only (no voice)

a. Individual

| Plan | Required Minimum Order (Walkie Talkie) | URL | Comments |
|-------------------|--|---|-------------|
| WT Only 100 | 100.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| WT Only 200 | 200.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| WT Only 300 | 300.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| WT Only 400 | 400.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| WT Only Unlimited | Unlimited | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |

b. Pooled

| Plan | Required Minimum Order (Walkie Talkie) | URL | Comments |
|--------------------|--|---|-------------|
| Pooled WT Only 100 | 100.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| Pooled WT Only 200 | 200.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| Pooled WT Only 300 | 300.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |
| Pooled WT Only 400 | 400.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | Custom Plan |

2. Individual Plans

a. Local Service

| Plan | Minimum Required Order (Voice) | URL | Comments |
|--------------------|--------------------------------|---|----------|
| Local Voice/WT 100 | 100.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 200 | 200.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 300 | 300.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 400 | 400.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 500 | 500.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 600 | 600.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls
VW-6 Price Sources

Wireless Equipment and Services
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| | | | |
|--------------------|-----------|---|--|
| Local Voice/WT 700 | 700.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT 800 | 800.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Voice/WT | Unlimited | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |

| Plan | Minimum Required Monthly Minutes | URL | Comments |
|--------------------------|----------------------------------|---|----------|
| Nat'l Voice/WT 100 | 100.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 200 | 200.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 300 | 300.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 400 | 400.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 500 | 500.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 600 | 600.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 700 | 700.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT 800 | 800.00 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Nat'l Voice/WT Unlimited | Unlimited | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |

3. Pooled Plans

a. Local Service

| Plan | Minimum Required Monthly Minutes | URL | Comments |
|---------------------------|----------------------------------|---|----------|
| Pooled Local Voice/WT 100 | 100.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |
| Pooled Local Voice/WT 200 | 200.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |
| Pooled Local Voice/WT 300 | 300.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |
| Pooled Local Voice/WT 400 | 400.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |
| Pooled Local Voice/WT 500 | 500.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |

b. National Service

| Plan | Minimum Required Monthly Minutes | URL | Comments |
|---------------------------|----------------------------------|---|----------|
| Pooled Nat'l Voice/WT 100 | 100.00 | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | |

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls
 VW-6 Price Sources

Wireless Equipment and Services
 eRFP# DGS 5014

| | | | |
|------------------------------|--------|---|--|
| Pooled Nat'l Voice/WT 200 | 200.00 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |
| Pooled Nat'l Voice/WT 300 | 300.00 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |
| Pooled Nat'l Voice/WT 400 | 400.00 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |
| Pooled Nat'l Voice/WT 500 | 500.00 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |

5. International Service

| COUNTRY/STATE | URL | Comments |
|---------------|---|----------|
| Mexico | http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml | |
| Canada | http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml | |

VW-2 Optional Features

| Feature | Amount | URL | Comment |
|-----------------------|-------------------|---|-------------|
| Text Messaging | 0 (pay as you go) | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | 100.00 | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | 300.00 | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | Unlimited | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Multimedia Messaging | 0 (pay as you go) | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 20.00 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 40.00 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 100.00 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | Unlimited | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Free Mobile-to-Mobile | 100.00 | | |
| Free Mobile-to-Mobile | 200.00 | | |
| Free Mobile-to-Mobile | 300.00 | | |
| Free Mobile-to-Mobile | 400.00 | | |
| Free Mobile-to-Mobile | 500.00 | | |
| Free Mobile-to-Mobile | 600.00 | | |
| Free Mobile-to-Mobile | 700.00 | | |
| Free Mobile-to-Mobile | 800.00 | | |
| Free Mobile-to-Mobile | Unlimited | Not Available | Custom Plan |
| Other Features | | http://www.nextel.com/en/services/calling/calling.shtml | |

VW-4 Equipment

| Equipment | Cost | URL | Comment |
|----------------------|------|---|---------|
| No Cost Equipment | Free | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Accessories | | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/OSBrowseAccessories | |
| Reserve Stock | | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Additional Equipment | | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Insurance | | http://nextelonline.nextel.com/en/support/service_repair/direct_protect_ins.shtml | |

State of California
Department of General Services

8.16 Voice Only (1) Pricing Sheet.xls
General & Supplier Information

Wireless Equipment and Services
eRFP# DGS 5014

General Information

Enter all information directly into the relevant Excel spreadsheet cells. Enter numbers on each form in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer." A "No Offer" bid on a mandatory element will disqualify the bidder from that subcategory.

LEGEND

| | |
|--|---|
| | Mandatory cells to be completed by supplier |
| | Optional cells to be completed by supplier |

Please Verify ALL bids prior to submission.

Supplier Information

Bidders must complete the following section

| | |
|---------------|-----------------------|
| Supplier Name | Nextel Communications |
|---------------|-----------------------|

| Sheet | Completed by |
|--------------------------------|--------------|
| V-1. Voice Service Pricing | Shane Harper |
| V-2. Optional Features | Shane Harper |
| V-3. Other Fees | Shane Harper |
| V-4. Equipment and Accessories | Shane Harper |
| V-5. Additional Discounts | Shane Harper |
| V-6. Price Sources | Shane Harper |

Usage Summary -- Voice Service

The following table provides an estimate of the number of State subscribers for each State Common Plan level for Voice Service. These are only estimates and is not a guarantee of volume to the Contractor.

| Consumption-Based | Local | Consumption-Based | N/A |
|-------------------|----------|--------------------------------|--------|
| Individual | Local | Local Plan 100 | 10,033 |
| | | Local Plan 200 | 3,105 |
| | | Local Plan 300 | 1,681 |
| | | Local Plan 400 | 907 |
| | | Local Plan 500 | 552 |
| | | Local Plan 600 | 344 |
| | | Local Plan 700 | 288 |
| | | Local Plan 800 | 203 |
| | | Local Plan Unlimited | 475 |
| | National | National Plan 100 | 1,827 |
| | | National Plan 200 | 738 |
| | | National Plan 300 | 539 |
| | | National Plan 400 | 326 |
| | | National Plan 500 | 210 |
| | | National Plan 600 | 164 |
| | | National Plan 700 | 108 |
| | | National Plan 800 | 63 |
| | | National Plan Unlimited | 252 |
| Pooled | Local | Pooled Local Plan 100 | 424 |
| | | Pooled Local Plan 200 | 169 |
| | | Pooled Local Plan 300 | 91 |
| | | Pooled Local Plan 400 | 44 |
| | | Pooled Local Plan 500 | 32 |
| | | Pooled Local Plan 600 | 19 |
| | | Pooled Local Plan 700 | 14 |
| | | Pooled Local Plan 800 | 2 |
| | | Pooled Local Plan Unlimited | 18 |
| | National | Pooled National Plan 100 | 1,185 |
| | | Pooled National Plan 200 | 545 |
| | | Pooled National Plan 300 | 383 |
| | | Pooled National Plan 400 | 242 |
| | | Pooled National Plan 500 | 160 |
| | | Pooled National Plan 600 | 99 |
| | | Pooled National Plan 700 | 61 |
| | | Pooled National Plan 800 | 49 |
| | | Pooled National Plan Unlimited | 156 |

V.1: Voice Service Plan Pricing

Plan Feature Requirements

The bidder must provide the following basic features as part of each plan type (non-bidder):

| Plan Type | Basic Features |
|------------------------|---|
| Basic Requirements | Subscriber, either ID Number, Cell Number, or Service ID |
| Consumption Based Plan | Basic Requirements + 3 minutes included in the monthly access price |
| All Local Plans | Basic Requirements + free domestic long distance for calls originating within the local calling area, unlimited free nights and weekend minutes |
| All National Plans | Basic Requirements + free domestic long distance, free toll network roaming, unlimited free nights and weekend minutes |

RESTRICTIONS:

Bidders must propose one and only one plan for all plan types.

1. Consumption-Based Plans

a. Local Service

Quote plan/feature/price, long distance, and roaming charges for the listed plan. The plan may be Standard List, Standard List Adopted, or Custom Plans (see Section 6 of eSPP for detailed description). For Standard List and Standard List Adopted plans, specify the plan list price and the State discount percentage. The list price is the publicly available reference price on the proposed submission date. The monthly access fee must include the Basic Requirements and included features for Consumption Based Plans (specified above). "Tie-in" plans do not qualify as consumption-based plans, as the State cannot pay in advance for services not yet rendered. Any included bonus minutes for Consumption Based Plans will not be included.

2. Individual Plans

a. Local Service

Propose individual plans to meet State needs. The plan may be Standard List, Standard List Adopted, or Custom Plans (see Section 6 of eSPP for detailed description). For Standard List and Standard List Adopted plans, specify the plan list price and the State discount percentage. The list price is the publicly available reference price on the proposed submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a bidder may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Basic Requirements and included features for All Local Plans (specified above).

b. National Service

Propose individual plans to meet State needs. The plan may be Standard List, Standard List Adopted, or Custom Plans (see Section 6 of eSPP for detailed description). For Standard List and Standard List Adopted plans, specify the plan list price and the State discount percentage. The list price is the publicly available reference price on the proposed submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a bidder may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Basic Requirements and included features for All National Plans (specified above).

2. Prepaid Plans

a. Local Service

Propose prepaid plans to meet State needs. The plan may be Standard List, Standard List Adopted, or Custom Plans (see Section 6 of eSPP for detailed description). For Standard List and Standard List Adopted plans, specify the plan list price and the State discount percentage. The list price is the publicly available reference price on the proposed submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a bidder may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Basic Requirements and included features for All Local Plans (specified above).

b. National Service

Propose prepaid plans to meet State needs. The plan may be Standard List, Standard List Adopted, or Custom Plans (see Section 6 of eSPP for detailed description). For Standard List and Standard List Adopted plans, specify the plan list price and the State discount percentage. The list price is the publicly available reference price on the proposed submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/minutes. For example, a bidder may propose a 300 minute plan to address the State's 100, 200, and 300 minute plans. Therefore the "Effective Available Anytime Voice Minutes" is 300 for all three (3) plans. The discount % must be uniform in these cases. For Custom Plans, specify the cost without discount. The monthly access fee must include the Basic Requirements and included features for All National Plans (specified above).

4. International Service Plans

Propose per minute cost and discount offered for long distance to the listed locations. The proposed cost will apply to all plans.

5. Subsidization Credit

Propose the subsidization credit as defined in Section 6 of the eSPP.

6. Time Period Definitions

Define, indicate the time period associated with the types of minutes indicated.

1. Consumption-Based Plan
A. Local Service

| Example | Custom Consumption | CP | \$10.00 | 20.00% | \$2.00 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
|------------------|--------------------|----|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Consumption Plan | Flat Rate Plan | CP | \$10.00 | 18.00% | \$1.80 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 | \$0.00 | 0.00% | \$0.00 |

Correct Covered minutes billed at \$0.08 per minute effective price

2. Individual Plan
A. Local Service

| Example 1 | 200 | Local 200 | SA | 300 | \$24.00 | \$0.00 | 20% | \$4.80 | \$0.00 | \$0.00 | \$28.80 | Includes 100 average minutes at \$0.20/min | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
|----------------------|-----------|----------------------|----|-----------|----------|---------|--------|---------|--------|--------|----------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Example 2 | 400 | Local 200 | SA | 400 | \$78.00 | \$38.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$136.00 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Example 3 | 700 | Custom Local 200 | CP | 700 | \$28.00 | \$0.00 | 0% | \$0.00 | \$0.00 | \$0.00 | \$28.00 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 100 | National Plan 200 | SA | 100 | \$48.00 | \$0.00 | 18.00% | \$8.64 | \$0.00 | \$0.00 | \$56.64 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 200 | National Plan 200 | SA | 200 | \$96.00 | \$0.00 | 18.00% | \$17.28 | \$0.00 | \$0.00 | \$113.28 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 300 | National Plan 200 | SA | 300 | \$144.00 | \$0.00 | 18.00% | \$25.92 | \$0.00 | \$0.00 | \$169.92 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 400 | National Plan 200 | SA | 400 | \$192.00 | \$0.00 | 18.00% | \$34.56 | \$0.00 | \$0.00 | \$226.56 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 500 | National Plan 200 | SA | 500 | \$240.00 | \$0.00 | 18.00% | \$43.20 | \$0.00 | \$0.00 | \$283.20 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 600 | National Plan 200 | SA | 600 | \$288.00 | \$0.00 | 18.00% | \$51.84 | \$0.00 | \$0.00 | \$339.84 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 700 | National Plan 200 | SA | 700 | \$336.00 | \$0.00 | 18.00% | \$60.48 | \$0.00 | \$0.00 | \$396.48 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 800 | National Plan 200 | SA | 800 | \$384.00 | \$0.00 | 18.00% | \$69.12 | \$0.00 | \$0.00 | \$453.12 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan 200 | 900 | National Plan 200 | SA | 900 | \$432.00 | \$0.00 | 18.00% | \$77.76 | \$0.00 | \$0.00 | \$509.76 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Local Plan Unlimited | Unlimited | Unlimited Local Plan | SA | Unlimited | \$192.00 | N/A | 18.00% | \$34.56 | \$0.00 | \$0.00 | \$226.56 | | N/A | | N/A | | | | | | |

B. National Service

| Example 1 | 200 | Natl 200 | SA | 300 | \$28.80 | \$0.00 | 20.00% | \$5.76 | \$0.00 | \$34.56 | Includes 100 average minutes at \$0.20/min | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | |
|-------------------------|-----------|---------------------|----|-----------|----------|---------|--------|---------|--------|---------|--|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Example 2 | 400 | Natl 200 | SA | 400 | \$38.40 | \$35.00 | 50.00% | \$19.00 | \$0.00 | \$19.00 | | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| Example 3 | 200 | Custom Natl 200 | CP | 200 | \$28.80 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$28.80 | | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 100 | National Plan 200 | SA | 100 | \$48.00 | \$0.00 | 18.00% | \$8.64 | \$0.00 | \$0.00 | \$56.64 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 200 | National Plan 200 | SA | 200 | \$96.00 | \$0.00 | 18.00% | \$17.28 | \$0.00 | \$0.00 | \$113.28 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 300 | National Plan 200 | SA | 300 | \$144.00 | \$0.00 | 18.00% | \$25.92 | \$0.00 | \$0.00 | \$169.92 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 400 | National Plan 200 | SA | 400 | \$192.00 | \$0.00 | 18.00% | \$34.56 | \$0.00 | \$0.00 | \$226.56 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 500 | National Plan 200 | SA | 500 | \$240.00 | \$0.00 | 18.00% | \$43.20 | \$0.00 | \$0.00 | \$283.20 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 600 | National Plan 200 | SA | 600 | \$288.00 | \$0.00 | 18.00% | \$51.84 | \$0.00 | \$0.00 | \$339.84 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 700 | National Plan 200 | SA | 700 | \$336.00 | \$0.00 | 18.00% | \$60.48 | \$0.00 | \$0.00 | \$396.48 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 800 | National Plan 200 | SA | 800 | \$384.00 | \$0.00 | 18.00% | \$69.12 | \$0.00 | \$0.00 | \$453.12 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan 200 | 900 | National Plan 200 | SA | 900 | \$432.00 | \$0.00 | 18.00% | \$77.76 | \$0.00 | \$0.00 | \$509.76 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 |
| National Plan Unlimited | Unlimited | Unlimited Natl Plan | SA | Unlimited | \$192.00 | N/A | 18.00% | \$34.56 | \$0.00 | \$0.00 | \$226.56 | | N/A | | N/A | | | | | | |

3. Pooled Plan
4. Local Service

| Example 1 | 300 | Pooled Local 300 | SA | 200 | \$29.99 | \$0.00 | 20.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Includes 100 average minutes of 10.25mins | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
|-----------------------------|-----------|---------------------|----|-----------|---------|---------|--------|--------|--------|--------|---------|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|-----------|
| Example 2 | 400 | Pooled Local 300 | SA | 400 | \$29.99 | \$25.00 | 83.33% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Example 3 | 700 | Local 300 | CP | 700 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 100 | 100 | Unlimited Value 300 | SA | 100 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 200 | 200 | Unlimited Value 300 | SA | 200 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 300 | 300 | Local 300 | SA | 300 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 400 | 400 | Local 300 | SA | 400 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 500 | 500 | Unlimited Value 300 | SA | 500 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 600 | 600 | Local 300 | SA | 600 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 700 | 700 | Local 300 | SA | 700 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 800 | 800 | Local 300 | SA | 800 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan 900 | 900 | Local 300 | SA | 900 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled Local Plan Unlimited | Unlimited | Unlimited Local 300 | SA | Unlimited | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |

b. National Service

| Example 1 | 200 | Pooled Natl 300 | SA | 200 | \$29.99 | \$0.00 | 20.00% | \$0.00 | \$0.00 | \$29.99 | Includes 100 average minutes of 10.25mins | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited | |
|--------------------------------|-----------|---------------------|----|-----------|---------|---------|--------|--------|--------|---------|---|------------------|--------|--------|--------|--------|--------|--------|--------|--------|-----------|-----------|
| Example 2 | 300 | Pooled Natl 300 | SA | 300 | \$29.99 | \$25.00 | 83.33% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Example 3 | 700 | Custom Pooled Natl | CP | 700 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 100 | 100 | Unlimited Value 300 | SA | 100 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 200 | 200 | Unlimited Value 300 | SA | 200 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 300 | 300 | Local 300 | SA | 300 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 400 | 400 | Local 300 | SA | 400 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 500 | 500 | Unlimited Value 300 | SA | 500 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 600 | 600 | Local 300 | SA | 600 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 700 | 700 | Local 300 | SA | 700 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 800 | 800 | Local 300 | SA | 800 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan 900 | 900 | Local 300 | SA | 900 | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |
| Pooled National Plan Unlimited | Unlimited | Unlimited Local 300 | SA | Unlimited | \$29.99 | \$0.00 | 0.00% | \$0.00 | \$0.00 | \$0.00 | \$29.99 | Wireless Service | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | \$0.15 | 20.00% | \$0.12 | Unlimited |

4. International Service Rates

| Country | Rate | Time | Rate |
|----------|--------|-------|--------|
| Europe 1 | \$1.10 | 1 min | \$0.25 |
| Europe 2 | \$1.10 | 1 min | \$0.25 |
| Latin | \$1.10 | 1 min | \$0.25 |
| Canada | \$0.75 | 1 min | \$0.20 |

5 Subscriber Credit (as defined in Section 3 of the SFPW)
None

6. Time Period Definitions

| Time Period | Start/End |
|---------------------------|---|
| Daytime Minutes | 7 a.m. - 5 p.m. |
| Evening Minutes | 5 p.m. - 7 p.m. |
| Night and Weekend Minutes | 7 p.m. - 7 a.m., Fri-Sat, 9 a.m. - 7 a.m. |

NOTES:

- (1) Standard List: Advertised service plan and equipment price that appears on the Contractor's web site, which is available to the general public.
- (2) Standard Adapted: The bidder's standard list price for the nearest existing plan with additional per minute list prices to adjust its current plans, as publicly available reference rates for subscribers outside of the State, with discount off the adapted list price to reach a net price (e.g., 250 minute standard plan price + 50 minutes of overage charges = 200 minute plan).
- (3) Quality Plan: A non-adapted plan proposed by the Contractor to meet the State's minimum service minutes and feature requirements.
- (4) Charges for nationwide long distance calls made from outside of the local calling area (specific to local state).
- (5) Roaming Cost: Any costs associated with roaming or receiving calls outside of the subscriber's local calling area.
- (6) Effective Monthly Available Anytime Voice Minutes: The total amount of anytime voice minutes offered by the plan, including any bonus anytime voice minutes. Any offers of bonus anytime voice minutes will be considered as standard, and not subject to separation.
- (7) The additional monthly costs for Standard Adapted Plans: The average rate per minute or Consumption-Based rate per minute used to compute this cost must be the list rate in the base Standard Plan. (e.g., For a 200 minute + 100 minute average Standard Adapted Plan, the list average rate per minute of the base 300m plan will be used.) Enter "0" for Standard List and Custom Plans.
- (8) Requirements to meet State Feature Requirements: The cost for required features that may not be included in the base access price. If the feature is included in the base access price, please enter "0" to indicate no charge.
- (9) Free nationwide long distance for calls made from within the local calling area - anytime charges apply.
- (10) Reversing Date: Required Feature - costs associated with meeting the remaining State plan feature requirements (e.g., plan X does not come with Call Waiting or Caller ID, and must be added for an additional monthly charge).

V-2: Optional Features

INSTRUCTIONS:

Please fill in the following if applicable. These features may be purchased as an add-on for all plans, except Consumption-Based plans:

1. Text Messaging - SMS (short message service) text messages.
2. Multimedia Messaging - Multimedia messaging system that enables messages with one or more multimedia (digital photo, audio, video) parts.
3. Free Unlimited Mobile-to-Mobile
The scope of free unlimited mobile-to-mobile will be in accordance with plan scope. IE, Local plans will be free unlimited local mobile-to-mobile, and national plans will be free unlimited national mobile-to-mobile. Unlimited mobile-to-mobile shall apply to both the call initiator and the call receiver. If offered, unlimited mobile-to-mobile MUST be available in every market within California that is serviced by the bidder.
4. Other Features
These are additional features that may not be included in some of the plans. Indicate the percent off the list price for all optional features as well as the list prices for each feature.

1. Text Messaging

| Quantity | Description | Unit | Monthly Price | | Optional Price | | Percentage Off | List Price | Notes |
|-------------------|--------------------------|------|---------------|----------------|----------------|----------------|----------------|------------|-------|
| | | | Price | Percentage Off | Price | Percentage Off | | | |
| 100 | Text Message 100 | 100 | \$3.00 | 20.00% | \$2.40 | \$0.10 | 25.00% | \$0.08 | 500m+ |
| 0 (pay as you go) | Pay As You Go | 0 | N/A | N/A | N/A | \$0.10 | 0.00% | \$0.10 | |
| 100 | Text Message 100 | 100 | 4.99 | 0.00% | \$4.99 | \$0.10 | 0.00% | \$0.10 | |
| 300 | Text Message 300 | 300 | 7.99 | 0.00% | \$7.99 | \$0.10 | 0.00% | \$0.10 | |
| | Unlimited Text Messaging | N/A | 14.99 | 18.00% | \$12.29 | | N/A | | |

2. Multimedia Messaging

| Quantity | Description | Unit | Monthly Price | | Optional Price | | Percentage Off | List Price | Notes |
|-------------------|----------------------------|------|---------------|----------------|----------------|----------------|----------------|------------|-------|
| | | | Price | Percentage Off | Price | Percentage Off | | | |
| 100 | Multimedia Message 100 | 100 | \$3.00 | 20.00% | \$2.40 | \$0.10 | 25.00% | \$0.08 | 500m+ |
| 0 (pay as you go) | Pay As You Go Plan | 0 | N/A | N/A | N/A | \$0.25 | 0.00% | \$0.25 | |
| 20 | Basic Data Service Plan | 40 | 9.99 | 18.00% | \$8.19 | \$0.25 | 0.00% | \$0.25 | |
| 40 | Basic Data Service Plan | 40 | 9.99 | 18.00% | \$8.19 | \$0.25 | 0.00% | \$0.25 | |
| 100 | Enhanced Data Service Plan | 120 | 19.99 | 18.00% | \$16.39 | \$0.25 | 0.00% | \$0.25 | |
| | Unlimited | | | | \$0.00 | | N/A | | |

3. Unlimited Mobile to Mobile

| Quantity | Price | Percentage | Total Price |
|-----------|---------|------------|-------------|
| 500 | \$5.00 | 100.00% | \$0.00 |
| 100 | | | \$0.00 |
| 200 | | | \$0.00 |
| 300 | | | \$0.00 |
| 400 | | | \$0.00 |
| 500 | | | \$0.00 |
| 600 | | | \$0.00 |
| 700 | | | \$0.00 |
| 800 | | | \$0.00 |
| Unlimited | \$10.00 | 0.00% | \$10.00 |

4. Other Features

| Feature | Price | Percentage | Total Price | Notes |
|---------|--------|------------|-------------|---|
| | \$0.15 | | \$0.50 | |
| | | | \$3.00 | |
| | | | \$0.50 | |
| | | 20.00% | \$3.00 | |
| | \$0.12 | | \$0.40 | |
| | | | \$2.40 | |
| | | | \$0.40 | |
| | | | \$2.40 | |
| | 0.20 | | 0.00 | |
| | | | 1.00 | |
| | | | 1.40 | |
| | | 0.00% | 0.00 | |
| | \$0.20 | | \$0.00 | |
| | | | \$1.00 | |
| | | | \$1.40 | |
| | | | \$0.00 | |
| | | | | Voice Mail is included in certain rate plans; Voice activated dialing is a standard feature on select handsets. |

INSTRUCTIONS:

1. Other Monthly Fees for Voice

List all additional monthly non-usage related recurring charges per subscriber for voice plans in the following table (e.g., cost recovery fees, etc.). These charges will be added to the monthly service costs to determine total costs.

2. One-Time Fees

List the fees for each of the items listed. These charges will apply to all voice and voice/data combinations plans. Enter 0 to indicate a fee that will be waived.

3. Restocking Fees

List restocking fees in dollar (\$) terms per item

1. Other Monthly Fees for Voice

| Item Name | Description | Frequency (Per Month) | Monthly Amount (\$) | Monthly Percentage (%) |
|-------------------------------------|---|-----------------------|---------------------|------------------------|
| Number Portability Fee | Monthly fee to recover costs associated with number portability | F | \$0.50 | |
| Federal Universal Service Fund | The universal service fund subsidizes programs for | P | | 1.40% |
| Telephone Relay Service Surcharge | All telecommunication service providers are required to | P | | 0.07% |
| State PUC User Fee | The California public utilities commission reimbursement | P | | 0.11% |
| State CA High Cost Part A | The California high cost fund surcharge is imposed on | P | | 0.15% |
| State Univ. Lifeline Service Charge | State government service charge. Associated taxes/fees | P | | 1.55% |
| State CA Relay Service Fund | The California relay service surcharge is imposed in order | P | | 0.16% |
| Deaf Tax Surcharge | The California communications devices surcharge is imposed in order to provide for the placement of telecommunication devices for the deaf and hearing impaired in existing buildings and public accommodations. The surcharge is levied as a percentage of taxable telecommunication services. Associated taxes/fees may differ based on user address and tax exemptions received. | P | | 0.30% |

| | | | | |
|---------------------------|--|---|--|-------|
| State CA High Cost Part B | The California high cost fund surcharge is imposed on telecommunication services in order to provide affordable basic telephone service in high cost areas. The surcharge is levied as a percentage of taxable telecommunication services. Associated taxes/fees may differ based on user address and tax exemptions received. | P | | 2.43% |
| | | | | |
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2. One-Time Fees

- (1) Activation Fees - The fixed cost per user when activating a new wireless line
- (2) Suspension Fees - The fixed cost per user when suspending a wireless line
- (3) Re-Activation Fees - The fixed cost per user when reactivating a wireless line
- (4) Early Termination Fees - The cost per line when terminating service prior to the minimum required service contract term

| | | |
|----------------------------|--------|-----|
| (1) Activation Fees | \$0.00 | N/A |
| (2) Suspension Fees | \$0.00 | |
| (3) Re-Activation Fees | \$0.00 | |
| (4) Early Termination Fees | \$0.00 | |

3. Restocking Fees

| | |
|-------------------------------|--------|
| General Restocking Fee | \$0.00 |
| Items returned within 30 days | \$0.00 |

NOTES:

- (1) Fixed fees will be a set dollar amount.
- (2) Percent fees will be calculated as the percentage times the effective monthly access cost.

INSTRUCTIONS:

1. Free Equipment and Accessories

Indicate the **handsets** that will be provided at no cost when purchasing a service plan (1a). In cases of multiple network technologies within one provider, no cost handsets **MUST** be offered for each type of technology. No cost handsets are defined as zero cost (excluding taxes) to State at time of purchase, and **excludes handsets that require action by the State to recover costs (e.g., mail in rebates)**. Also indicate the associated plans for which the handsets will be free. These plans should reference those from V-1 Voice Service Pricing. In addition, indicate the accessories that will be provided at no cost when purchasing a service plan (1b). Provide a response to those accessories that are listed and fill in any other accessories that will be provided at no cost in the blank spaces. The State recognizes that handset models and accessories will change during the course of any contract that is signed and expects the contractor to provide an updated list of equipment as it becomes available. **At least one no cost handset must be available for ALL plans.**

2. Reserve Stock - Reserve stock is a stock of inactive voice equipment and any associated parts required for immediate activation (SIM cards, etc.)
 If a reserve stock of handsets will be provided to the state, please list the handsets that will be offered, and their cost to the State.

3. Additional Handsets

List the discount that will be provided to the State for **handsets** (excluding no cost handsets) when purchased with a new service contract or a service contract extension. This discount will be in addition to the standard public discounts offered with purchase of a new service contract or a service contract extension. Please indicate the handsets that qualify for this discount, and if applicable, the minimum tiered State Common Plan that must be purchased to qualify. Also indicate the features of the handsets. The State recognizes that equipment and accessory models will change during the course of any contract that is signed and expects the contractor to provide an updated list of equipment as it becomes available.

4. Blanket Handsets and Accessories Discount
 Provide the blanket discount off list for devices and accessories purchased without a service plan, and all accessories

5. Insurance

Indicate the monthly insurance costs for handsets and accessories.

1. No Cost Equipment and Accessories
a. Handsets (No PDA devices)

| Model | Brand | Plan and/or Service with which provided | Wireless (Y/N) | From Cellular (Y/N) | Storage MB (GB) | Features (List) | Technology | Price (\$) | Other (List) |
|---------|----------|--|----------------|------------------------|--------------------|--------------------|------------|------------|-------------------|
| EXAMPLE | Brand X | all | Y | Y | 48 | 7 | GSM | \$199.99 | |
| EXAMPLE | Brand X | 600+ minute tiers | Y | Y | 48 | 7 | CDMA | \$199.99 | |
| 1265 | Motorola | All | Yes | No | 101 | 3 | iDEN | \$224.99 | 65k color display |

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b. Accessories

| Item | Included with basic Handset? (Yes/No) |
|----------------------|---------------------------------------|
| Spare Power Chargers | No |
| Car Chargers | No |
| Desk Chargers | No |
| Carrying Cases | No |
| Spare Battery | No |
| Standard Battery | Y |
| Standard Charger | Y |
| Hands Free Headset | Y |
| | Y |
| | Y |
| | Y |

2. Reserve Stock

| Model | Brand | Wireless (Y/N) | Camera (Y/N) | Storage (MB) | OS Type (OS) | Technology | Standard (1) | Standard (2) | Other (Y/N) |
|---------|----------|----------------|--------------|--------------|--------------|------------|--------------|--------------|--------------------|
| EXAMPLE | Brand X | Y | Y | 48 | 7 | GSM | \$99.99 | \$49.99 | |
| EXAMPLE | Brand X | Y | Y | 48 | 7 | CDMA | \$49.99 | \$0.00 | |
| 1860 | Motorola | Yes | Yes | 90 | 3 | IDEN | \$399.99 | \$182.99 | Camera, MMS, J |
| 1836 | Motorola | Yes | No | 101 | 3 | IDEN | \$349.99 | \$151.99 | Color display, Vo |
| 1275 | Motorola | Yes | Yes | 101 | 3 | IDEN | \$249.99 | \$89.99 | Camera, MMS, J |
| 1605 | Motorola | Yes | No | 240 | 5 | IDEN | \$399.99 | \$182.99 | Adheres to Militar |
| 1355 | Motorola | Yes | No | 240 | 5 | IDEN | \$239.99 | \$79.99 | Adheres to Militar |
| 1530 | Motorola | Yes | No | 101 | 3 | IDEN | \$224.99 | \$49.99 | Adheres to Militar |

3. Additional Handsets and Accessories

| | Discount Percentage |
|-------------|---------------------|
| EXAMPLE | 25.00% |
| Handsets | 39.00% |
| Accessories | 20.00% |

Qualifying Handsets and Accessories

| Model | Brand | Minimum State Common Plan or Broadband Available (All Localities) | Additional Features | Standard Price (1) | Standard Price (2) |
|---------|----------|---|---|--------------------|--------------------|
| EXAMPLE | Brand X | 300+ Minutes | Camera, Bluetooth, Voice Activated Dialing, Web Capable, Enhanced Standby Hours | \$199.99 | \$149.99 |
| 1860 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone | \$299.99 | \$182.99 |
| 1836 | Motorola | All | Color display, Voice activated dialing, Speakerphone, GPS enabled, Java | \$249.99 | \$151.99 |
| 1850 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone, Direct Talk | \$299.99 | \$182.99 |
| 1730 | Motorola | All | 85K Color display screen, Java, Speakerphone, GPS Enabled, Voice | \$189.99 | \$105.99 |
| 1275 | Motorola | All | Camera, MMS, Java, GPS enabled, Speakerphone | \$149.99 | \$89.99 |

| | | | | | |
|--------|----------|-----|--|----------|----------|
| 1710 | Motorola | All | 65K Color display screen; GPS Enabled; Speakerphone; Java | \$149.99 | \$89.99 |
| 1205 | Motorola | All | GPS Enabled; Vibrate/Call Alert; Removable SIM; 800 Entry Phonebook | \$99.99 | \$0.99 |
| 1325IS | Motorola | All | Intrinsically Safe; Approved by third party agencies to use in specific | \$449.99 | \$273.99 |
| 1315 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, | \$124.99 | \$64.99 |
| 1355 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, | \$139.99 | \$79.99 |
| 1605 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, | \$299.99 | \$182.99 |
| 1305 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, | \$119.99 | \$59.99 |
| 1530 | Motorola | All | Rugged Construction (Adheres to Military Standard 810 F for dust, shock, | \$124.99 | \$49.99 |
| | | | | | |

4. Blanket Discount Handsets and Accessories

| | Discount Rate (%) |
|----------------------------------|-------------------|
| Example | 5.00% |
| Handsets | 0.00% |
| Accessories (including car kits) | 20.00% |

5. Insurance

| | Insurance Price Per Month (\$) | Loss Event/Out of Warranty Covered |
|-------------|--------------------------------|-------------------------------------|
| EXAMPLE | \$2.50 | Loss, theft, out of warranty damage |
| Handsets | \$4.95 | program to cover against |
| Accessories | | |

NOTES:

- (1) List Price: The price of equipment without the purchase of a service contract or extension (e.g., retail, MSRP price)
- (2) Standard Price with Service Activation or Extension: The publicly available/reference-able price of equipment when purchased with a service contract or extension that is comparable to the standard service contract length as bid in Section 5

INSTRUCTIONS:

1. Blanket Discount - Services

Indicate the blanket discount off list price for voice services and features which are not entered as part of the bidsheet.

2. Incremental Volume Rebates - Voice and Data Services (Subcategory 1 Only)

Propose incremental percentage discounts in the form of rebates for the identified volumes, IF awarded Subcategory 1 only. Incremental volume discounts will be calculated at the end of each quarter, and will be based on the total combined revenue from voice and data services, and the appropriate percentage discount will be applied to the total qualifying charges.

3. Bulk New Service Activation

Indicate the additional per line credit that would be extended at the time of purchase if a bulk order for new service activation contains the specified number of lines. In order to accommodate the transition of existing State users, the Bulk New Service Activation credit will apply only after the first six months of the contract.

4. Payment Term Discounts

Payment terms at the State of California are normally 45 days. If authorized purchasers were able to accelerate payment, propose additional discount off the entire MONTHLY invoice offered.

1. Blanket Discount - Services

| | Discount on Conditional Offer | Discount on Non-Conditional Offer |
|----------------|-------------------------------|-----------------------------------|
| Example | 25% | 30% |
| Voice Services | 18.00% | 18.00% |

2. Incremental Volume Rebates - Voice and Data Services (Subcategory 1 Only)

| Quantity/Volume or other criteria | Percentage Rebate on total qualified charges |
|-----------------------------------|--|
| Example: \$1,000,000 - 2,999,999 | 5% |
| \$100,000 - \$999,999 | 0.50% |
| \$1,000,000 - \$1,999,999 | 0.50% |
| \$2,000,000 - \$3,999,999 | 1.00% |

State of California
 Department of General Services

8.16 Voice Only (1) Pricing Sheet.xls
 V-5 Additional Discounts

Wireless Equipment and Services
 eRFP# DGS 5014

| | |
|---------------------------|-------|
| \$4,000,000 - \$5,999,999 | 1.50% |
| \$6,000,000-\$7,999,999 | 1.50% |
| \$8,000,000+ | 2.00% |

3. Bulk New Service Activation

| QTY (Number of New Service Activations) | Headline Credit (\$) | |
|---|-------------------------------|------------------------|
| | Additional Service Activation | Per Service Activation |
| Example | \$20 | \$10 |
| 10-30 | \$5.00 | \$5.00 |
| 31-50 | \$5.00 | \$5.00 |
| 51-70 | \$5.00 | \$5.00 |
| 71-100 | \$5.00 | \$5.00 |
| 101-150 | \$5.00 | \$5.00 |
| 151-200 | \$5.00 | \$5.00 |
| 200+ | \$5.00 | \$5.00 |

4. Payment Term Discounts

| Payment Term | Additional Monthly Discounts |
|--------------------------|------------------------------|
| Invoices Paid by 30 days | 0.00% |
| Invoices Paid by 20 days | 0.00% |
| Invoices Paid by 15 days | 0.00% |

NOTES:

(1) Promotional price is defined as any service or equipment being offered on the contractor's public website with any type of discount, or stated to be promotional.
 (2) Non-Promotional price is defined as any service or equipment being offered on the contractor's public website without a discount, or not stated to be promotional

V-6: Price Sources

Please provide the published web address (url) where the publicly available/reference-able prices can be reviewed and verified.

For Custom Plans, enter the published web address (url) for the publicly available/reference-able plan that most closely match the State Common Plan

V-1. Voice Service

1. Consumption Based Plans

a. Local Service

| Plan | Minimum Required Minutes | URL | Comments |
|-------------|--------------------------|---|-------------|
| Consumption | | http://www.nextel.com/phones_plans/states/wsc/rateplans.shtml | Custom Plan |

2. Individual Plans

a. Local Service

| Plan | Minimum Required Minutes | URL | Comments |
|----------------------|--------------------------|---|----------|
| Local Plan 100 | 100 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 200 | 200 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 300 | 300 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 400 | 400 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 500 | 500 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 600 | 600 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 700 | 700 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan 800 | 800 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan Unlimited | Unlimited | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |

b. National Service

| Plan | Minimum Required Minutes | URL | Comments |
|----------------------|--------------------------|---|----------|
| National Plan 100 | 100 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 200 | 200 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 300 | 300 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 400 | 400 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 500 | 500 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 600 | 600 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 700 | 700 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| National Plan 800 | 800 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Local Plan Unlimited | Unlimited | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |

3. Pooled Plans
 a. Local Service

| Plan | Rate | URL | Comments |
|-----------------------|------|---|----------|
| Pooled Local Plan 100 | 100 | http://www.nextel.com/phones_plans/states/wscs/rateplans.shtml | |
| Pooled Local Plan 200 | 200 | http://www.nextel.com/phones_plans/states/wscs/rateplans.shtml | |
| Pooled Local Plan 300 | 300 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Pooled Local Plan 400 | 400 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Pooled Local Plan 500 | 500 | http://www.nextel.com/phones_plans/states/wscs/rateplans.shtml | |

b. National Service

| Plan | Minimum Required Minutes | URL | Comments |
|--------------------------|--------------------------|---|----------|
| Pooled National Plan 100 | 100 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |
| Pooled National Plan 200 | 200 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |
| Pooled National Plan 300 | 300 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Pooled National Plan 400 | 400 | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans | |
| Pooled National Plan 500 | 500 | http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml | |

4. International Service

| Country | URL | Comments |
|---------|---|----------|
| Mexico | http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml | |
| Canada | http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml | |

V-2. Optional Features

| Type | Amount | URL | Comments |
|----------------------|-------------------|---|----------|
| Text Messaging | 0 (pay as you go) | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | 100 | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | 300 | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Text Messaging | Unlimited | http://www.nextel.com/en/services/messaging/text_messaging.shtml | |
| Multimedia Messaging | 0 (pay as you go) | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 20 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 40 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | 100 | http://www.nextel.com/en/services/messaging/multimedia.shtml | |
| Multimedia Messaging | Unlimited | http://www.nextel.com/en/services/messaging/multimedia.shtml | |

| | | | |
|-----------------------|-----------|---|-------------|
| Free Mobile-to-Mobile | 100 | | |
| Free Mobile-to-Mobile | 200 | | |
| Free Mobile-to-Mobile | 300 | | |
| Free Mobile-to-Mobile | 400 | | |
| Free Mobile-to-Mobile | 500 | | |
| Free Mobile-to-Mobile | 600 | | |
| Free Mobile-to-Mobile | 700 | | |
| Free Mobile-to-Mobile | 800 | | |
| Free Mobile-to-Mobile | Unlimited | Not Available | Custom Plan |
| Other Features | N/A | http://www.nextel.com/en/services/calling/calling.shtml | |

V-4. Equipment

| Equipment | URL | Comments |
|----------------------|---|----------|
| No Cost Equipment | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Accessories | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/OSBrowseAccessoriesO | |
| Reserve Stock | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Additional Equipment | http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones | |
| Insurance | http://nextelonline.nextel.com/en/support/service_repair/direct_protect_ins.shtml | |

General Information

Enter all information directly into the relevant Excel spreadsheet cells. Enter numbers on each form in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "0" if there is no charge. Cells left blank will be interpreted as "no offer." A "No Offer" bid on a mandatory element will disqualify the bidder from that subcategory.

LEGEND

| | |
|--|---|
| | Mandatory cells to be completed by supplier |
| | Optional cells to be completed by supplier |

Please Verify ALL bids prior to submission.

Supplier Information

Bidders must complete the following section

| | |
|----------------------|-----------------------|
| Supplier Name | Nextel Communications |
|----------------------|-----------------------|

| Sheet | Completed By |
|--------------------------------|---------------------|
| D-1. Data Service Pricing | Shane Harper |
| D-2. Other Fees | Shane Harper |
| D-3. Equipment and Accessories | Shane Harper |
| D-4. Additional Discounts | Shane Harper |
| D-5. Price Sources | Shane Harper |

Usage Summary -- Data

The following table provides an estimate of the number of State subscribers for each State Common Plan level for Data Service. These are only estimates and is not a guarantee of volume to the Contractor.

| | | Estimated Number of Subscribers |
|--------------------|----------------------|---------------------------------|
| Blackberry™ | Blackberry 1 | N/A |
| | Blackberry 3 | N/A |
| | Blackberry 4 | N/A |
| | Blackberry 5 | 415 |
| | Blackberry 10 | 3 |
| | Blackberry 20 | N/A |
| | Blackberry 50 | N/A |
| | Blackberry 100 | N/A |
| | Blackberry Unlimited | N/A |
| PDA | PDA 5 | 59 |
| | PDA 10 | 8 |
| | PDA 20 | 2 |
| | PDA 50 | 6 |
| | PDA 100 | 2 |
| | PDA Unlimited | N/A |
| PC Card | Data 5 MB | 682 |
| | Data 10 MB | 222 |
| | Data 20 MB | 160 |
| | Data 50 MB | 236 |
| | Data 100 MB | 266 |
| | Data Unlimited | 78 |
| Voice with Data | Various | 2047 |
| Voice/WT with Data | Various | 89 |

D-1: Data Service Pricing

INSTRUCTIONS:

1. Blackberry™ Email Service Plans - Email Service Plans allowing access to email through Blackberry™ Enterprise Servers
2. PDA Data Plans - Non-Blackberry™ Data Plans for PDA devices
3. PC Card Data Plans - PC/Laptop Card Data Access Plans

Propose individual plans to meet State needs. The plans may be Standard List, Standard List Adapted, or Custom Plans (see Section 6 of eRF# for detailed description). For Standard List and Standard List Adapted plans, specify the plan list cost and the State discount percentage. The list price is the publicly available/referenceable price on the proposal submission date. Proposed plans must meet the State's minimum requirements, but may include additional bonus features/bytes. For example, a vendor may propose a 4 megabyte plan to address the State's 3 and 4 megabyte plans. Therefore the "Effective MB" is 4 for both plans. The discount % must be uniform in this case for both plans. For Custom Plans, specify the cost without discount. Indicate the per MB charge for overage. The Contractor must offer all Blackberry™ Email Service and PDA Data Plans below with any Voice or Voice+WT plan.

1. Blackberry™ Email Service Plans

| Example | Quantity | Plan Name | Type | Unit | List Price | Discount | Net Price | Overage Price | Other | Net Price | Other | Net Price | Other | Net Price | Other | Net Price | Other |
|----------------------|-----------|-----------------------|------|-----------|------------|----------|-----------|---------------|--------|-----------|---------|-----------|--------|-----------|--------|-----------|-------|
| Example 1 | 3 | Blackberry 3MB | SL | 3 | \$39.99 | 20.00% | \$31.99 | | \$0.02 | 10.00% | \$0.018 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 | |
| Example 1a | 5 | Blackberry 3MB | SA | 5 | \$39.99 | 30.00% | \$35.18 | \$0.01/mb | \$0.02 | 10.00% | \$0.018 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 | |
| Example 1b | 5 | Custom Blackberry 5MB | CP | 5 | \$40.99 | 0.00% | \$40.99 | | \$0.02 | 0.00% | \$0.020 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 | |
| Blackberry 1 | 1 | Blackberry 5MB | SL | 1 | \$39.99 | 18.00% | \$32.79 | | \$0.01 | 0.00% | \$0.010 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 3 | 3 | Blackberry 5MB | SL | 3 | \$39.99 | 18.00% | \$32.79 | | \$0.01 | 0.00% | \$0.010 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 5 | 5 | Blackberry 5MB | SL | 5 | \$39.99 | 18.00% | \$32.79 | | \$0.01 | 0.00% | \$0.010 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 10 | 10 | Blackberry Unlimited | SL | Unlimited | \$49.99 | 18.00% | \$40.99 | | \$0.00 | 0.00% | \$0.000 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 20 | 20 | Blackberry Unlimited | SL | Unlimited | \$49.99 | 18.00% | \$40.99 | | \$0.00 | 0.00% | \$0.000 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 50 | 50 | Blackberry Unlimited | SL | Unlimited | \$49.99 | 18.00% | \$40.99 | | \$0.00 | 0.00% | \$0.000 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry 100 | 100 | Blackberry Unlimited | SL | Unlimited | \$49.99 | 18.00% | \$40.99 | | \$0.00 | 0.00% | \$0.000 | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |
| Blackberry Unlimited | Unlimited | Blackberry Unlimited | SL | N/A | \$49.99 | 18.00% | \$40.99 | | N/A | 0.00% | N/A | \$5.00 | \$4.50 | \$0.45 | 0.00% | \$0.400 | |

2. PDA Data Plans

| Example | Quantity | Plan Name | Type | Unit | List Price | Discount | Net Price | Overage Price | Other | Net Price | Other | Net Price | Other | Net Price | Other | Net Price | Other |
|-----------|----------|-----------|------|------|------------|----------|-----------|---------------|--------|-----------|---------|-----------|--------|-----------|--------|-----------|-------|
| Example 1 | 5 | PDA 5MB | SL | 5 | \$19.99 | 20.00% | \$15.99 | | \$0.02 | 10.00% | \$0.018 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 | |

| | | | | | | | | | | | | | | | | | |
|---------------|-----------|-----------------|----|-----|---------|---------|--------|---------|---|--------|--------|---------|--------|--------|--------|--------|---------|
| Example 1a | 10 | PDA 5MB | SA | 10 | \$19.99 | \$51.20 | 65.00% | \$24.82 | Includes 5120 coverage kilobytes at \$0.01/Kb | \$0.02 | 10.00% | \$0.018 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 |
| Example 1b | 20 | Custom PDA 20MB | CP | 20 | \$34.99 | \$0.00 | 0.00% | \$34.99 | | \$0.02 | 0.00% | \$0.020 | \$5.00 | \$4.50 | \$0.45 | 20.00% | \$0.360 |
| PDA 5 | 5 | | | | | | | \$0.00 | | | | \$0.000 | | | | | \$0.000 |
| PDA 10 | 10 | | | | | | | \$0.00 | | | | \$0.000 | | | | | \$0.000 |
| PDA 20 | 20 | | | | | | | \$0.00 | | | | \$0.000 | | | | | \$0.000 |
| PDA 50 | 50 | | | | | | | \$0.00 | | | | \$0.000 | | | | | \$0.000 |
| PDA 100 | 100 | | | | | | | \$0.00 | | | | \$0.000 | | | | | \$0.000 |
| PDA Unlimited | Unlimited | | | N/A | | N/A | | \$0.00 | | N/A | | | | | | | \$0.000 |

3. PC Card Data Plans¹

| Example | MB | Plan Name | SL | CP | Price | Discount | Net Price | Includes | Overage | Rate | Total | |
|----------------|-----------|---------------------|----|-----------|---------|----------|-----------|----------|---|--------|--------|---------|
| Example 1 | 5 | PC Card 5MB | SL | 5 | \$19.99 | \$0.00 | 20.00% | \$15.99 | | \$0.02 | 10.00% | \$0.018 |
| Example 1a | 10 | PC Card 5MB | SA | 5 | \$19.99 | \$51.20 | 65.00% | \$24.82 | Includes 5120 coverage kilobytes at \$0.01/kb | \$0.02 | 10.00% | \$0.018 |
| Example 1b | 20 | PC Card 20MB | CP | 20 | \$34.99 | \$0.00 | 0.00% | \$34.99 | | \$0.02 | 0.00% | \$0.020 |
| Data 5 MB | 5 | Data Access Pack | SL | Unlimited | \$10.00 | \$0.00 | 0.00% | \$10.00 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |
| Data 10 MB | 10 | Data Access Pack | SL | Unlimited | \$10.00 | \$0.00 | 0.00% | \$10.00 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |
| Data 20 MB | 20 | Data Access Pack | SL | Unlimited | \$10.00 | \$0.00 | 0.00% | \$10.00 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |
| Data 50 MB | 50 | Data Access Pack | SL | Unlimited | \$10.00 | \$0.00 | 0.00% | \$10.00 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |
| Data 100 MB | 100 | Data Access Pack | SL | Unlimited | \$10.00 | \$0.00 | 0.00% | \$10.00 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |
| Data Unlimited | Unlimited | Unlimited PC Access | SL | N/A | \$44.99 | N/A | 0.00% | \$44.99 | Public IP available for voice & data | \$0.02 | 0.00% | \$0.000 |

NOTES:

(1) **Standard List:** Advertised service plan and equipment price that appears on the Contractor's web site, which is available to the general public.

Standard Adapted: The bidder's standard list price for the nearest existing plan with additional per KB list prices to adapt its current plans, as publicly available/reference-able for subscribers outside of the State, with discount-off the adapted total price to reach a net price (e.g., For a 5 MB + 5 MB overage = 10MB plan)

Custom Plan: A non-published plan proposed by the Contractor to meet the State's minimum anytime MB and feature requirements.

(2) The additional monthly costs for Standard Adapted Plans. The overage rate per KB used to compute this cost must be the list rate in the base Standard Plan. (e.g., For a 5 MB + 5 MB overage Standard Adapted Plan, the list overage rate per KB of the base 5MB plan will be used.) Enter "0" for Standard List and Custom Plans.

(3) The additional monthly discount if the data plan is purchased in conjunction with a voice or voice + WT service plan.

(4) The cost per minute for voice calls when a voice plan is not present with a data plan. This consumption cost per minute applies ONLY when a voice plan is absent.

(5) The State requires all proposed data plans to provide full Internet accessibility. IE, Internet access is not limited to a select number of sites.

D-2: Other Fees

INSTRUCTIONS:

1. Other Fees for Data

a. Standalone

List any additional monthly recurring charges per subscriber for combined voice/voice + WT and data service plans in the following table (e.g., cost recovery fees, etc.). These charges will be added to the monthly service costs to determine total costs.

b. Combination Voice/Voice+WT Service

List any additional monthly recurring charges per subscriber in the following table (e.g., cost recovery fees, number portability fees, etc.) for data plans purchased in conjunction with voice/voice + WT service. These charges will be added to the monthly service costs to determine total costs.

2. One-Time Fees

List the fees for each of the items listed. These fees shall only apply when Data is purchased as a stand alone service. For combination purchases of voice and data, or voice + WT and data, the respective voice or voice + WT fee shall apply. Enter 0 to indicate a fee that will be waived.

3. Restocking Fees

List restocking fees in dollar (\$) terms per item.

1. Other Fees for Data

a. Standalone

| Item | Description | Fee Type | Fee Amount | Percentage |
|--------------------------------|---|----------|------------|------------|
| Federal Universal Service Fund | The universal service fund subsidizes programs for | P | | 1.40% |
| Telephone Relay Service Surc | All telecommunication service providers are required to | P | | 0.07% |
| | | | | |
| | | | | |

b. Combination Voice/Voice+WT Service

| Item | Description | Fee Type | Fee Amount | Percentage |
|--------------------------------|---|----------|------------|------------|
| Federal Universal Service Fund | The universal service fund subsidizes programs for | P | | 1.40% |
| Telephone Relay Service Surc | All telecommunication service providers are required to | P | | 0.07% |
| | | | | |
| | | | | |

2. One-Time Fees

(1) Activation Fees - The fixed cost per user when activating a new wireless line
 (2) Suspension Fees - The fixed cost per user when suspending a wireless line
 (3) Re-Activation Fees - The fixed cost per user when reactivating a wireless line.
 (4) Early Termination Fees - The cost per line when terminating service prior to the minimum required service contract term

| | | |
|----------------------------|-----------|-----|
| (1) Activation Fees | \$0.00 | N/A |
| (2) Suspension Fees | \$0.00 | |
| (3) Re-Activation Fees | \$0.00 | |
| (4) Early Termination Fees | \$0.00/No | |

3. Restocking Fees

| | |
|-------------------------------|--------|
| General Restocking Fee | \$0.00 |
| Items returned within 30 days | \$0.00 |

NOTES:

(1) Fixed fees will be a set dollar amount.
 (2) Percent fees will be calculated as the percentage times the effective monthly access cost.

D-3: Equipment and Accessories - Data

INSTRUCTIONS:

1. Free Equipment and Accessories

Indicate the Blackberry™ devices, PDA devices and/or PC card that will be offered for free when purchasing a service plan (1a). Free devices are defined as zero cost to State at time of purchase, and excludes devices that require action by the State to recover costs (e.g., mail in rebates). Also indicate the associated plans for which the device will be free. These plans should reference those from D-1 Data Service Pricing. In addition, indicate the accessories that will be provided at no cost when purchasing a service plan (1b). Provide a response to those accessories that are listed and fill in any other accessories that will be provided at no cost in the blank spaces. The State recognizes that models will change during the course of any contract that is signed and expects the contractor to provide an updated list of equipment as it becomes available.

2. Additional Devices and Accessories

List the discount that will be provided to the State for Blackberry™ devices, PDA Devices and/or PC cards (excluding no cost devices) when purchased with a service contract (including extensions). This discount will be in addition to the standard public discounts offered with purchase of service contract or extension. Please indicate the handsets that qualify for this discount, and if applicable, the minimum level State Common Plan that must be purchased to qualify. Also indicate the features of the handsets. The State recognizes that equipment and accessory models will change during the course of any contract that is signed and expects the contractor to provide an updated list of equipment as it becomes available.

3. Blanket Devices and Accessories Discount

(Provide the blanket discount off list for devices and accessories purchased without a service plan)

4. Insurance

Indicate the monthly insurance costs for devices and accessories.

1. No Cost Equipment and Accessories

a. Data Devices (Only list Blackberry™ devices, PDA devices and PC cards. No handsets)

| Brand | Model | Year | Color | OS | Memory | Camera | Screen | Other | Notes |
|---------|---------|------|-------|----|--------|--------|--------|-------|-------|
| EXAMPLE | Brand X | a# | Y | Y | Y | Y | 48 | 7 | |
| | | | | | | | | | |
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b. Accessories

| | |
|---------------|----|
| Share Power | No |
| Car Chargers | No |
| Desk Chargers | No |

| | |
|--------------------|----|
| Carrying Cases | No |
| Spare Battery | No |
| BlackBerry Battery | Y |
| BlackBerry Charger | Y |