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

FIRST AMENDMENT TO AGREEMENT NO. 29626

-29626

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

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

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

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

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

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

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

- "e. Wherever Price Agreement refers to the contract sum, it shall be deemed to mean an amount not to exceed Four Hundred Thirty Thousand Dollars (\$430,000.00)."
- 2. Except as otherwise provided by this First Amendment, Agreement No. 29626 shall remain in full force and effect.

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be duly executed with all the formalities required by law on the respective dates set forth NEXTEL OF CALIFORNIA, INC., a Delaware Corporation, doing business as NEXTEL President Michaela K. Clairmonte, Manager Type or Print Name Secretary Type or Print Name CITY OF LONG BEACH, a municipal EXECUTED PURSUANT **Assistant City Manager** City Manager ROBERT E. SHANNON, City Attorney

TO SECTION 301 C THE CITY CHARTER.

GJA:ma (06-01986)

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EXHIBIT A

STATE OF CALIFORNIA STANDARD AGREEMENT AMENDMENT STD. 213 A (Rev 6/03)

	CHECK HERE IF ADDITIONAL PAGES A	RE ATTACHED	Pages	AGREEMENT NO	IMBER	AMENDMENT NUMBER
				1S-05-58-01		4
				REGISTRATION	NUMBER	
1	This Agreement is entered into b	etween the State Ager	ocy and C	Contractor nan	ed below:	
1.	STATE AGENCY'S NAME	ottroen ine etater iger	ioy und c	ontractor train	ica bolow.	
	Department of General Services					
	CONTRACTOR'S NAME					
	Nextel of California, Inc. (d/b/a	Sprint Nextel)				
2.	The term of this	1000 5 .1			•	
	Agreement is 10/03,		ugh	10/02/201	<u> </u>	
3.	The maximum amount of this	\$0.00				
	Agreement after this amendmen					
4.	The parties mutually agree to thin of the Agreement and incorporate		/s. All act	tions noted be	liow are by t	nis reference made a part
	This contract amendment is fo	r a one-year term ext	ension o	nly per RFP i	‡DGS 5014,	Section 1.1.
	All other terms and conditions sh		. the mout			
114 44	TINESS WHEREOF, this Agreemen	t has been executed by	the partie	es nereto.		CALIFORNIA
	CON	TRACTOR			Depa	rtment of General Services
	RACTOR'S NAME (If other than an individual, so		ership, etc.)			Use Only
	tel of California Inc. (d/b/a Sprint		 			
æ	uthorized Signature)	U DATE	SIGNED (D	o not type)		
	ED NAME AND TITLE OF PERSON SIGNING			,		
Jaim	e A. Jones\ Senior Vice-Presiden	t, General Business &	Public Se	ctor -		بغد ديوره
ADDR						
	Edmund Halley Drive					
Rest	on, VA 20191					
	STATE O	F CALIFORNIA				
AGEN	CY NAME		 			
Dena	artment of General Services					
	uthorized Signature)	DATE	SIGNED (D	o not type)		
Ø,	Un Suluson to	- 5	111/09	•		
PRINT	ED MAME AND TITLE OF PERSON SIGNING				☐ Exempt p	per:
Jim l	Butler, Deputy Director Procureme	ent				
ADDR						
	Third St. 2nd Floor North West St	TALL OF DECOR				

Sprint — Approved as to Legal Form

KAC - 15 April 2009

- DEFINITIONS: The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is
 - rouse specified.

 "Acceptance Tests" means those lests performed during the Performance Penod 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
 - "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.
 - us supprise by the Lontractor.
 **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.

 - original Equipment manufacturer, that is not connected by the Contractor."
 Business entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consontium, or other provate legal entity recognized by statute.
 "Buyer" means the State's authorized contracting official. "Commercial Software" means Software developed or regularly used that: (i) has been solid, leased, or licensed to the general public; (ii) has been solid, leased, or license to ticense to the general public; (iii) has not been offered, solid, leased, or license to it in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 "Contract" means this Contract or agreement (including any
 - "Contract" means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - "Custom Software" means Software that does not meet

 - "Custom Software" means Software that does not meet the definition of Commercial Software. "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term. "Data Processing Subsystem" means a complement of Contractor-humished 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.
 "Data Processing System (System)" means the toot.
 "Data Processing System (System)" means the toot.
 "Data Processing System (System) in cluding one or more central processors (or instruction processors) and Operating Software, which are acquired to operate as an integrated group.
- Operating Software, which are acquired to operate as an integrated group.

 "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 sentings.
- of services.

 "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 CPu(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified these in
- shall mean any and all CPUs located at the site specified therein.
 "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.

 "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
- System or subsystem, including its Hardware and Operating Software (if any). "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 is necessary for the proper operation of the Equipment's intended functions shall be deemed to be an Equipment's intended functions shall be deemed to be an Equipment's intended functions shall be deemed to be an Equipment's intended functions shall be deemed to be an Equipment's intended functions shall be deemed to be an Equipment's deeper of the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
- installation.

 "Goods" means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications

- including but not imitted to maintenais, suppries, one Equipment (including computer and telecommunications Equipment). "Hardware" usually refers to computer Equipment and is contrasted with Software. See also Equipment.
 "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. "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.
 "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
- model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special leatures installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

 "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.

 "Maintenance Diagnostic Routines" means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

 "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.

- set forth herein.
 "Mean Time Between Failure (MTBF)" means the average expected or observed time between consecutive failures in a
- "Mean Time to Repair (MTTR)" means the average expected or observed time required to repair a System or
- expected or observed time required to repair a system to component and return it to normal operation. "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.
 "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

- dd) "Performance Testing Period" means a penod of time during which the State, by appropriate lests and production runs, evaluates the performance of newly installed Equipment and Software prior to its acceptance by the State, ee) "Perford 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 rendered. The Penod of Maintenance Coverage consists of the Phincipal Penod of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays. "Preventive Maintenance" means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating
- condition. "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 กรรสปลาเดก
- instalation. "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. utility routines, (tape-to-disk routines, disk-to-print
- "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.
- contractual provisions.

 "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.

 "Site License" means for each product, the term "Site Licenses" means for each product, the term "Site Licenses" 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.
- Statement of Work.

 II) "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 software properly. For Operating Software in a capable of operating software in allure, see definition of Equipment Failure.

 m) "State" means the operations of the State of California its
- failure, see definition of Equipment Failure.

 "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.

 "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.

 "LIS Integrated Integrated Plongers Planter" means intellectual
- "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. patients.

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 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
- accepted by the issuance of this Contract and no further action is required by either party. 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. If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally labble for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors. Contractors.
- 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.
- 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.
- 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.
- 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:

- MPLIANCE WITH STATUTES AND REGULATIONS: 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. If his Contract is in excess of \$500,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

 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.

- CONTRACTOR'S POWER AND AUTHORITY: The Contractor warrants that if 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 abndge any rights of the State under this Contractor.
- 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

 - II 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 husesfeedings between 1

 - by reference herein; and all other attachments incorporated in the contract by

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:

 - container shipment shall be identified to:

) show the number of the container and the total number of containers in the shipment, and

 ii) the number of the container in which the packing sheet has been enclosed.

 All shipments by Contractor or its subcontractors must
- All simplements by Contractor or its subcontractors municulate 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
- 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.
- TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bords, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

 a) Contractor must strictly follow Contract requirements regarding Free on Board (F-,0-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.

 b) If "prepay and add" is selected, supporting freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.

 - 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 filled against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate pactaging 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 nights available to the State at law or in equity.
- 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

- rwise 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

- Contractor and its succontractors 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 performance and for three years after final payment. Contractor performance and for contractors againty 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 inspections 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 of performance of such services. Such notice of rejection within a reasonable time after receipt of such Deliverables or performance of such services. 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

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:

RRANTY:
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 Statement of Work), and (ii) the Deliverables will be-tree 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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- malenal 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 iticerise 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. Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery of harmful code (i.e. computer vinuses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computer with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infiting 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.

 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 withoul immaterial interruption.
- - hereunder is error-free or that it will run without immaterial interruption.

 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 no products other than as specified by Contractor, or (C) misuse by the State.

 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
- 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. 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. set forth herein. Contractor will pass through any such
- Deliverables or services. 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:
- and Contractor's sole obligation will be limited to:
 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 is subsection (e)(iii) above
 with not exceed the limits on Contractor's liability
 set forth in the Section entitled "Limitation of
 Liability."
- Liability."

 EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED 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
- 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 routries. selected policies.

21.TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- If the term of this Contract extends into fiscal years subsequent to that in which if is approved, such continuation 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.
- THEREOR.

 STATE AGREES THAT IF PARAGRAPH 3) ABOVE IS INVOKED, DELIVERABLES SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHIGH 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 CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING

22. TERMINATION FOR THE CONVENIENCE OF THE STATE:

- RMINATION FOR THE CONVENIENCE OF THE STATE:
 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.

 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 subconfracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.

 (iii) Terminate all subConfracts to the extent they relate to the work terminated.
- - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- subcontracts:

 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

 - The total of:
 - The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but

- excluding any cost attributable to Deliverables or
- exchange any cost attributable to between areas or services paid or to be paid; The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are property chargeable to the terminated portion of the Contract; and
- terminated portion of the Contract; and Reasonable storage, Iransportation, demobilization, unamortuzed overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its
- work.

 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:

- 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
- iii) Perform any of the other provisions of this Contract.

 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 regord.
- 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 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. 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:

 (i) completed Deliverables,
 (ii) partially completed Deliverables, and,
 (iii) 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.
- interest. 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
- accordance with the Disputes Clause that the Contractor was not in default, the nights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

 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

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 anises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the lederal 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 lier, 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:

 a) In the event any Deliverables lumished or services provided
 by the Contractor in the performance of the Contract should
 tail 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 Contract.
 - in addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the
 - 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 dramage 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 dramages 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:

- RTATION 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 Deliwerable(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 for each purchase order. The foregoing limitation of liability attent 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 Intringement of third party intellectual property rights. (ii) to claims overed by any specific provision herein calling for indemnification for third party claims against the State for bodily injury to persons or damage to
- 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
- nees that the State decorres evaluate to recover as a prevailing party in-any action. The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tori, 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
- construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law. In no event will either the Contractor or the State be liable for consequential, incidental, sindirect, special, or punitive carnages, 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)(ii). b\(\text{U(ii)}\) and b\(\text{U 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
 - 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.

 Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to atterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.
 - 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 ornissions 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:

 - rowing:

 The State will notify Contractor of any such claim in writing and lender the defense thereof within a reasonable time; and 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 compromise; provided that (i) when substantial principles of government or public law are involved, when itigation 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 automorps' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approve with not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement repositions. related settlement negotiations.
- 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 properly 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
- 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.
- NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 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.
- 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 or carry out this Contract, and the protected by the Contractor in carrying out his Contract, shall be protected by the Contractor for unauthorized use and disclosure through the observance of the 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 possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third pariles.
- 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

- CUMENTATION
 The Contractor agrees to provide to the Stale, at no charge, a number of all nonproprietary manuals and other printed materials, as described within the Stalement of Work, and updated versions thereof, which are necessary or useful to the Stale in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation all prices not in excess of charges made by the Contractor to lits other customers for similar Documentation. Documentation.
- Documentation, 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 frees 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 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:

- All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers. 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. Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or amplicible numbers order ("Pre-Evisting of this Contract or amplicible numbers).
- obtained by or for Contractor or its ambates 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 derivavive works created pursuant to this Contract constitute Work Product, but offer elements do not. Nothing in this Section 37 with construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing
- Materials.

 The State will have Government Purpose Rights to the The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. Government Purpose Rights' are the untimited, inevocable, worldwide, perpetual, roystly-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 reopients 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.
- The ideas, concepts, know-how, or techniques relating to 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.

 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

- 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 other. All purposes of the contractor.
- disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
- or otherwise destroyed. 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.

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 attomeys' fees), and losses for infringement or wolation 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, but in no event greater than that called for in the first sentence of this Section 389. 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.

- the State.

 Unless a Third Party Obligation provides otherwise, the defense and payment obligations set torth 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
- 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 retailed settlement negotiations.

 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.

 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 inprocuring substitute Deliverables or Software. If, in the sole opinion of the State, the return of such infringing Deliverables or Software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable porions 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. amount for use or damage.
- amount for use or barrage.

 The Contractor shall have no flability to the State under any provision of this clause with respect to any daim of patent, copyright or trade secret infringement which is based upon:

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- The combination or utilization of Deliverables furnished
- The combination or utilization of Deliverables furnished hereunder with Equipment or dewices not made or furnished by the Contractor; or.

 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

 The modification by the State of the Equipment furnished hereunder or of the Software; or

- furnished hereunder or of the Software; or (iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software. 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 acquistion 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 relention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow internews 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:

- PUTES:
 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. disposition of any dispute between the parities ansing 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 factual information, and it such definand 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 faim, 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 my 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. Pending the final resolution of any dispute arising under, retated to or involving this Contract, Contractor agrees to diffgently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractors failure to diffigently proceed in accordance with the State's
- to diligently proceed in accordance with the State's instructions shall be considered a material breach of this
- instructions shall be considered a material breach of this Contract.

 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 deerned a final decision adverse to Contractor's contentions. The State's final decision public procedures and provider and provi adverse to Contractor's communities. The States inside decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court 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

42. STOP WORK:

- OP WORK:

 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 penod 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 reasonable steps to manimize 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.

 - Cancel the Stop Work Order; or 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.
- If a Stop Work Order issued to easier or this Contract.

 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
 - contract price, is out, and as of contract price, is out, and many mitting, 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
 - 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 line action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

 If a Stop Work Order is not canosted and the work covered by the Stop Work Corder 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. The State shall not be flable to the Contractor for loss of profits because of a Stop Work Order issued under this dause.

- FOLLOW-ON CONTRACTS;
 If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - is aminates; 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
 - subject of such recrusional 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
 - "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
 - induces.

 development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;

 - feasibility studies; development or design of test requirements; evaluation of test data; direction of or evaluation of another Contractor; provision of formal recommendations regarding the acquisition of Information Technology products or design of the contractor; provision of Information Technology products or design of the contractor. services; or
 - services; or provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are

employees. directors. partners. toint employees, unectors, partners, jobil verificipants, parent corporations, subsidianes, 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 duststanding shares or securities representing the right to vote for the election of directors or other managing authomy.

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. ants, parent corporations, subsidianes, or an

- - 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
 - 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.

 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 overwide 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
- 45. COVENANT AGAINST GRATUITIES: The Contractor warrants 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:

NDISCRIMINATION CLAUSE:
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, manital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and Ireatment 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 rare 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.

 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:
 - visions are incorporated herein:
 In submitting a but 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 Cartwingth Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), ansing from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shale be made and become effective at the time the State tenders. be made and become effective at the time the State tenders
 - 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. 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 eimbursement 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. 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 compty with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section
 - 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).

 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following.
 - - 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.

 Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - will receive a copy of the company's drug-free policy statement, and,

- (ii) will agree to abide by the terms of the company's statement as a condition of employment on the
- 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:

 a) Contractor declares under penalty of penury 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 hearst of sweatshop labor, forced labor record labor. The benefit of sweatshop labor, forced tabor, convict labor, indentured labor under penal sanction, abusive forms of children 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 <a href="https://www.dir.com/docs/ben/do the benefit of sweatshop labor, forced labor, convict labor,
- 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.
- CHILD SUPPORT COMPLIANCE ACT: For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
 - 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.
- 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 16643 through Section 16643 to this agreement and agrees to the following:

 a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

 b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

 c) 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
- 56. ELECTRONIC WASTE RECYCLING ACT OF 2003: 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 4260 of the Public Resources Code, retailing to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 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. requirements of Section 7 (1) 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.
- DOMESTIC PARTNERS: Commencing on July 1, 2004, Contractor certifies that if is in compliance with the applicable provisions of PCC Section 10295.3 with regard to benefits for

Page 10 of 10

8.16 VoiceWT (2) Pricing Sheet_BAFO.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 nonessential 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 supplied
	Optional cells to be completed by supplier

Please Verify ALL bids prior to submission.

Supplier Information

Bidders must complete the following section

Supplier Name 海路線 維持等等等		

Sheet 编译。如此是由《经验》	Completed By
VW-1. Voice + WT Service Pricing	
VW-2. Optional Features	Shane Harper
VW-3. Other Fees	Shane Harper
VW-4. Equipment and Accessories	
VW-5. Additional Discounts	Shane Harper
VW-6. Price Sources	Shane Harper

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls General & Supplier Information Wireless Equipment and Services eRFP# DGS 5014

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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.

			Esimaled Number of Sales Subscribers 38
		Local WT Only 100	456
		Local WT Only 200	73
		Local WT Only 300	26
	ļ	Local WT Only 400	17
	Individual	Local WT Only 500	2 9
		Local WT Only 600	9
	İ	Local WT Only 700	2
		Local WT Only 800	1
=		Local WT Only Unlimited	6
Walkie Talkie Only		Local Pooled WT Only 100	383
		Local Pooled WT Only 200	111
	İ	Local Pooled WT Only 300	11
		Local Pooled WT Only 400	1
	Pooled	Local Pooled WT Only 500	2
	1 00.00	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
		Local Voice/WT 100	1,524
		Local Voice/WT 200	230
	ŀ	Local Voice/WT 300	88
		Local Voice/WT 400	45
	Local	Local Voice/WT 500	23
		Local Voice/WT 600	21
	}	Local Voice/WT 700	11
	1	Local Voice/WT 800	8
Individual		Local Voice/WT Unlimited	20
HIGHIADI		National Voice/WT 100	1,322
Í		National Voice/WT 200	730

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Pooled

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls
Usage Summary

	Usage	Summary
	National Voice/WT 300	498
	National Voice/WT 400	320
National	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 Voice/WT 100	570
	Pooled Local Voice/WT 200	143
	Pooled Local Voice/WT 300	58
	Pooled Local Voice/WT 400	52
Local	Astional Voice/WT 400 Astional Voice/WT 500 National Voice/WT 500 National Voice/WT 600 National Voice/WT 600 National Voice/WT 700 National Voice/WT 700 National Voice/WT 100 Pooled Local Voice/WT 200 Pooled Local Voice/WT 300 Pooled Local Voice/WT 300 Pooled Local Voice/WT 300 Pooled Local Voice/WT 500 Pooled Local Voice/WT 600 Pooled Local Voice/WT 600 Pooled Local Voice/WT 800 Pooled Local Voice/WT 800 Pooled Local Voice/WT 100 Pooled National Voice/WT 100 Pooled National Voice/WT 300 Pooled National Voice/WT 300 Pooled National Voice/WT 300 Pooled National Voice/WT 500 Pooled National Voice/WT 500 Pooled National Voice/WT 500	21
LOCAL		11
	Pooled Local Voice/WT 700	6
	Pooled Local Voice/WT 800	6
	Pooled Local Voice/WT	
	Unlimited	12 أ
	Pooled National Voice/WT 100	3,387
	Pooled National Voice/WT 200	1,828
	Pooled National Voice/WT 300	1,245
National Voice/WT 400	Pooled National Voice/WT 400	825
	559	
Ivational	Pooled National Voice/WT 600	371
	Pooled National Voice/WT 700	218
	Pooled National Voice/WT 800	174

Pooled National Voice/WT

Unlimited

Wireless Equipment and Services eRFP# DGS 5014

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8,16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

VW-1: Voice & Walkie Talkie Service Plan Pricing

Plan Feature Requirements

he hidder must provide the following basic features as part of each plan type (mandatony):

The bidder must provide the following basic rea	nures as part of each plan type (mandatory):
Plan Type	Included Features
	Requirements - voicemail, caller ID, caller ID blocking, call waiting, free domestic long distance for calls originating within the local calling area, unlimited free
Voice + WT - Local	nights and weekend minutes
	Requirements - voicemail, caller ID, caller ID blocking, call waiting, free domestic long distance, free on-network roaming, unlimited free nights and weekend
Voice + WT - National	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 Walkle Talkle 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 noeds. 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

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

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 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).

A	Walkle Tel	bla Hear	C	Management		
4.	walkie-i ai	KIA USAT	(iroun l	Managemeni	i via inte	irnei

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.

- Local Walkie Talkie Only (0 Included voice minutes)
 individual Walkie Talkie Service Only (no voice)

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Local WT Only 100	100 Government Local Shared	SL	100	\$24.99	\$0.00	18,00%	\$20.49	\$0.20 0.00%
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Local WT Only 300	300 Instant Connect Unlimited	CP:	Unlimited	\$29.99				
Local WT Only 400	400 Instant Connect Unlimited	CP	Unlimited	\$29.99				Sympletic Assessment Company of the Sympletic
Local WT Only 500	500 Instant Connect Unlimited	CP CP	Unlimited **	\$29.99		A Company of the Comp		\$0.35 0.00%
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Local WT Only 800	800 Instant Connect Unlimited	CP	Unlimited	\$29.99				
Local WT Only Unlimited	Unlimited Instant Connect Unlimited	CP	Unlimited	\$29.99		The state of the s		

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

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Local Pooled WT Only 100	100 Government Local Shared	SL	100	\$24.99		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%			0.00%
Local Pooled WT Only 300	300 Instant Connect Unlimited	CP	Unlimited	\$29.99			\$24.59		0.00%
Local Pooled WT Only 400	400 Instant Connect Unlimited	CP S	Unlimited	\$29.99				\$0.35	The state of the s
Local Pooled WT Only 500	500 Instant Connect Unlimited	CP	Unlimited	\$29.99					0.00%
Local Pooled WT Only 600	600 Instant Connect Unlimited	CP.	Unlimited	\$29.99				The state of the s	
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2. Individual Voice + Walkie Talkie Plan

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State of California
Department of General Services
a. Local Voice Service + Walkie Talkie

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

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	300	Unlimited	Local 300 with WT	SL	300	Unlimited	\$29.99	\$0.00	20.00%	\$5.00
Example 2 Example 3	400	Unlimited	Local 300 wilh WT	SA	400	Unlimited	\$29.99	\$35.00	50.00%	\$5.00
	200	Unlimited	Custom Local 200 with WT	CP	200	Unlimited	\$28.99		0.00%	\$0.00
Local Voice/WT 100	100	Unlimited	Fáir & Flexible 300	SL .	300	Unlimited	\$44.99		Secretary and the second secon	
Local Voice/WT 200	200	Unlimited	Fair & Flexible 300			Unlimited	\$44.99		18.00%	\$0.00
Local Voice/WT 300	300	Unlimited	Fair & Flexible 300	SL STORY		Unlimited	\$44.99			\$0.00
Local Voice/WT 400	400	Unlimited	National Power 500			Unlimited			18.00%	\$0.00
Local Voice/WT 500	500	Unlimited	National Power 500	the state of the s		Unlimited	\$45.98		18,00%	\$0.00
Local Voice/WT 600	600	Unlimited	National Power 800				\$45.99			\$0.00
Local Voice/WT 700	700	Unlimited	National Power 800		and the state of t	Unlimited	\$55.99		18.00%	\$0.00
Local Voice/WT 800	800	Unlimited		2-2-3-3-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-		Unlimited	\$55.99		18.00%	\$0.00
Local Voice/WT Unlimited	Unlimited	Unlimited	National Power 800 National Unlimited Plan			Unlimited	\$55.99		18.00%	\$0.00
	 	- CHINITICO	radulal Unimited Plan	UP.	N/A	Unlimited	\$149.99	N/A	18.00%	\$0.00

 b. National Voice Service + Walkie Talkie 						processor of the contract of t			
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Example 1 3	00 Unlimited	Nat'l 300 with WT	SI	300 Un	limited	Bally of State State			
		7.000 7111 77 (300]01	miniou	\$29.99	\$0.00	20.00%	\$0.00

09/26/2005

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

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Example 2	400	Unlimited	Net'l 300 with WT S	A	400	Unlimited	\$29,99	\$ 35.00	50.00%	to o
	200	Unlimited	Custom Nat'l 200 with WT C	P	200	Unlimited	\$28.99	\$0.00		
Nat'i Voice/WT 100	100	Unlimited	Fair & Flexible 300 S	. Eggintaria		Unlimited			0.00%	\$0.00
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Nat'l Voice/WT 300	300	Unlimited			Company of the second second second	Unlimited	\$44.99	\$0.00	18.00%	\$0.00
Nat'l Voice/WT 400	400	Unlimited	Fair & Flexible 300 S			Unlimited	\$44.99	\$0.00	18.00%	
Nat'l Voice/WT 500	500		National Power 500 S		500	Unlimited	\$45.99	\$0.00	18.00%	
Nat'l Voice/WT 600		Unlimited	National Power 500 S		500	Unlimited	\$45.99	\$0.00	18.00%	\$0.00
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Nat'l Voice/WT 700	700	Unlimited	National Power 800 S	\$ 6 26 S	of the second second	Unlimited	\$55.99	\$0.00	18.00%	\$0.00
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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

3. Pooled Plan

a. Local Voice Service + Walkle Talkle

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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	3 400	\$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%	\$0.0
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Pooled Local Voice/WT 300	200	200	Government Value Plan 250		250		\$ 35.00		18.00%	\$0.0
Pooled Local Voice/WT 400	300	300	Government Value Plan 350		350	Unlimited			18.00%	\$0.0
Pooled Local Voice/WT 500	400	400	Government Value Plan 500		500	Unlimited	\$45.00		18.00%	\$ 0.0
Pooled Local Voice/WT 500	500	400	Government Value Plan 500		500	Unlimited	\$45.00		18.00%	\$0.0 \$0.0
Pooled Local Voice/WT 700	700	400	Government Rewards UDC 600		600	Unlimited	\$65.00		18.00%	\$0.0
Pooled Local Voice/WT 800	800	400	Gövernment Rewards UDC 800		800	Unlimited	\$85.00		18.00%	\$0.00
Pooled Local Voice/WT	800	400	Government Rewards UDC 800	SL .	800	Unlimited	\$85.00		18.00%	\$0.00
Unlimited	Unlimited	Unlimited	National Unlimited Plan	CP	Unlimited	Unlimited	\$149.99	*0.00	18,00%	\$0.00

b. National Voice Service + Walkie Talkie

		Series Appendicates and Description							Mentaly.
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Example 1	200	1.4200	described and the second of the second	(Ga)? Minist?	1M(EGU)		eranneraniana)	(81)(20, 24, 3)	
	300	300	Pooled Nat'l 300 with WT St	300	300	\$29.99	\$0.00	20.00%	\$0.00

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

		· · · · · · · · · · · · · · · · · · ·		1					6KFP# D	/GS 5014	
Example 2 Example 3	400	400	Pooled Nat'l 300 with WT		400	400	\$29.99	\$35.00	50.00%	\$0.00	
	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%		
Pooled Nat'l Voice/WT 200	200	200	Government Value Plan 250		250	Unlimited	Control of the Contro		- 7 - 16 - 19 - 1 1 1 1 1 1	\$0.00	
Pooled Nat'l Voice/WT 300	300	300	Government Value Plan 350		Control of the Contro	Street and the Company of the Compan	\$35.00	\$0.00	18,00%	\$0.00	
Pooled Nat'l Voice/WT 400	400	400	Government Value Plan 500		350	Unlimited	\$40.00	\$0.00	18.00%	\$0.00	
Pooled Nat'l Voice/WT 500	500	400			500	Unlimited	\$45,00	\$0.00	18.00%	\$0.00	
Pooled Nat'l Voice/WT 600	600		Government Value Plan 500		500	Unlimited	\$45.00	\$0.00	18.00%	\$0.00	
Pooled Nat'l Voice/WT 700		400	Government Rewards UDC 600		600	Unlimited	\$65.00	\$0.00	18.00%	\$0.00	
	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	00		190	AMELIN LES	.50	10,0076	SOFT CONTRACTOR STATE OF THE CONTRACTOR OF THE C	
A Walkin Talkin Hann Connect		Oraninted	ivauonai Uniimileo Pjan	UP .	Unlimited	Unlimited	\$149.99	\$0.00	18.00%	\$0.00	

4. Walkie-Talkie User Group Updates via Internet

Feature (VN)	Cosl Per Mo, Per User
Yes	\$0.00

5. International Service Rates

e eouilg	Per Minuta List	Discolling on Lain Price (18)	SEllective Per Minute Price (\$)
Example 1	\$0.10	20.00%	\$0.08
Mexico	\$0.49	0.00%	\$0.49
Canada	\$0.20	0.00%	

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

Subscription Cradii (\$) \$50.00

7. Time Period Definitions

Type of Minutes # # #	# Hours
Anytime Minutes	7a.m9p.m.
Anytime Minutes	Mon-Fri. 7 a.m. 9 p.m.
Night and Weekend Minute	s Mon-Fri. 9 p.m7 a.m.: Fri-Mon. 9 p.m7 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.

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- (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 airlime 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 Walting 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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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing Wireless Equipment and Services eRFP# DGS 5014

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing Wireless Equipment and Services eRFP# DGS 5014

			Includes 100 overage minutes at									
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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

Wireless Equipment and Services eRFP# DGS 5014

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing Wireless Equipment and Services eRFP# DGS 5014

			Includes 100 overage minutes at			•	•••	20.000	\$0.40	40.45	20,000	\$0.42
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6.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing Wireless Equipment and Services eRFP# DGS 5014

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State of California
Department of General Services

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\$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

Mationwido Water (1997) Water (1997) 1503 ((3)	Walkiestálkietov Potrodná cojálitt Potrodná cojálitt	Grago Price *** I-Introlvo Write (every grafic) I-ant/light (etc.)
\$0.20	20.00%	\$ 0.16

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

/ireless	Equipment and Services	
	eRFP# DGS 5014	

\$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
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\$0,10	0.00%	\$0.10
\$0.10	0.00%	\$0.10
\$0.00	0.00%	\$0.00

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Α,

Wireless Equipment and Services eRFP# DGS 5014

State of California

8.16 VolceWT (2) Pricing Sheet_BAFO.xls

Department of General Services

VW-1 Volce+WT Service Pricing

P	AMERIKAN SALA Naragarah Mangabat Magada	ONTERESCENCES	COPPRES	Group.W Verenik justeni - Nigot eet justenij - 라고로 #()	13(5) 13(3) 20 17 19(3) 13(4) 14 11 17(4) 14 3	TEATHER SALES SALE SALES SALES SALES SALES	Interviews Incessor	e de la companya de la companya de la companya de la companya de la companya de la companya de la companya de l La companya de la companya de	ntot e	CABLEANNIC A commis- of commis- of commis- of commis- of commis- of commis-	Giffe late Modernier Gifferender Josephier Westellige
\$0.12	\$0.15	20.00%	\$0.12	\$0.20	20.00%	\$0.16	\$0.20	20.00%	\$0.16	5	Unlimited
\$0.12				\$0.20	20.00% 20.00%	\$0.16 \$0.16					Unlimited Unlimited
\$0.12 \$0.00				\$0.20 \$0.16		\$0.15	\$0.10		\$0.10		Unlimited
\$0.00		<u> </u>		\$0.15	The transfer from the section of the	\$0.15	\$0.10	A. C.		The second second second second	Unlimited
\$0.00		the second secon				\$0.15	\$0.10	0.00%	\$0.10	1	Unlimited
\$0.00	\$0.00	0.00%	\$0.00	\$0.15	0.00%	\$0.15	And the second s	The second secon			Unlimited
\$0.00	\$0.00	0.00%	\$0.00	\$0.15	The second secon	\$0,15	\$0.10	ALTERNATION AND AND AND AND AND AND AND AND AND AN		CHARGOLITO DA CELTAC	Unlimited
\$0.00	\$0.00	0.00%		\$0,15		\$0.15	\$0.00				Unlimited
\$0.00	and the same of th			\$0.15		\$0.15	\$0.00			Total or production of the con-	Unlimited
\$0.00	\$6.00	0.00%	\$0.00	\$0.15	0.00%	\$0.15	\$0.00		\$0.00	27,3004	Unlimited
\$0.00	\$0.00	0.00%	\$0.00	\$0.15	0.00%	\$0.15	\$0.00	0.00%	\$0.00	1 1/1	Unlimited

(CrouisM Walter, provide Express (1)	1) (1) (1) (1) (1) (2) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	PSHEET CONTROL OF THE	Nationwide Varionisty ration trace metals frace metals	WARGACIRIOGS	170 (18182) 170 (1800 AVAI 170 (1818) 170 (1818) 170 (1818)	C 4500 LANS 18 Andritring Act 401 Shiredin Florida Shiredin Act	Constitution Addition (Constitution Addition Constitution Addition Constitution Addition Constitution Addition Constitution Addition Constitution Addition Constitution Consti
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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing

77

\$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
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\$0.15	0.00%	\$0.15	\$0.10	0.00%	\$0.10	er in the said	Unlimited
\$0.15	0.00%	\$0.15	\$0.10	0.00%	\$0.10		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	£ 4 1	Unlimited
\$0.15	0.00%	\$0.15	\$0.00	0.00%	\$0.00		Unlimitêd
\$0.15	0.00%	\$0.15	\$0.00	0.00%	\$0.00	2007 B-1	Unlimited
\$0.15	0,00%	\$0.15	\$0.00	0.00%	\$0.00	7. - 1	Unlimited
\$ 0.15	0.00%	\$0.15	\$0.00	0.00%	\$0.00	- 1	Unlimited

Wireless Equipment and Services eRFP# DGS 5014

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-1 Voice+WT Service Pricing Wireless Equipment and Services eRFP# DGS 5014

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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) lext messages.

- 2. Multimedia Messaging Multimedia messaging system that enables messages with one or more multimedia (digital photo, audio, video) parts.

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

		MOLECULAR MOLECU	HINNE DO CONTE			Overage Costs		
Marcia Managar	VZÓV O O O O O O O O O O O O O O O O O O O	Dougan justi				<u>មានម៉ូពូកេស្តិត</u>	All hyperica	ST. VCEX
	Paragraphy (N. 1841)		(E)[E/C:113]	(fig. 30)	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	97.77.71		
100.00 Text Message	100 10	3.00	20.00%	\$2.40				50 <u>0</u> m+
0 (pay as you go) Pay As You G	9	O N/A	N/A	N/A	0.10	0.00%	\$0.10	
100.00 Text Message	100 10	00 4.99	0.00%	\$4.99	0.10	0.00%	\$0.10	
300.00 Text Message			0.00%			0.00%	\$0.10	
Unlimited Unlimited Tex	Messaging N	A 14.99	18.00%	\$12.29		N/A		Pooled Nat1 & Local Voice/WT

2. Multimedia Messaging

			Mon	thly Base Cost		PARTY TO	Overage Cost	10.25.65.53.53	
	Curut					(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	enganganan Giberas	elds gjedd	the second of th
100.00	Multimedia Mossage 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 Plat	120	19,99	18.00%			0.00%	\$0,25	
Unlimited					\$0.00		N/A		

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-2 Optional Features

State of California
Department of General Services

Wireless Equipment and Services eRFP# DGS 5014

3.	Unlimi	bet	Mobile	to I	Mohlie

or committee mobile t	O MODRIO		
Carrollan an	Unimigial Mobile to Mobile 数 MSRBN/Call Start (新華	Chartini Salvojio vila	Energy Account From
500	\$5.00	100.00%	\$0.00
100	5.00	0.00%	\$5.0
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%	\$5.0
600	5.00	0.00%	\$5.0
700	5.00	0.00%	\$5.0
800	5.00	0.00%	\$5.0
Unlimited	5.00	0.00%	\$5.0

4. Other Features

4. Other Features											
米农民企业企业	MANY SERVICES WARE LIST Prices	to Which Discount is App	olled & College (College)	State State	M.Discount			Other Features	ffective Prices #15634 Prices		
	NOTE: WELL TRANSPORT		Property of the second	Name and the second		77.77		10	ha i in thinapped nithboround extend when a ha	PERSONAL PROPERTY.	TEST TESTING STREET
K. W. Control	R VV THE STREET	P. San San Transport	WENT SECURIOR	Vocal Add into	1. 10. 11/16/11	15. 15.10. 皮工具		144	a constitution of the comme		1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 /
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All the street of the street o			A CONTRACTOR OF THE PARTY OF TH		7.77 A 7.7689			THE REAL PROPERTY.	(4) (2) (3) (4) (4) (4) (4) (4) (4) (4)		0.00 KI OK 1/2 1/28
\$0.1	5 \$0.50	\$3.00	\$0.50	\$3.00	20.00%	\$0.12	\$0.40	\$2.40	\$0.40	\$2.40	
		1									Voice Mail is
	li e										included in
	1										certain rate plans;
	1				1						Voice activated
ł					ł						dialing is a
l .	l .		i i			1		l			standard feature
1	ł				l			ľ			on select
0.2	0.00	1.00	1.40	0.00	0.00%	\$0.20	\$0.00	\$1.00	\$1,40		handsets.
U.2	0.00	1.00	1.70	0.00	0.00%	\$0.20	\$0.00	1 \$1.00	Į . 3 1,40	\$0.00	nanusets.

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

	Mension diamen	selvis ingblikving Kandila (1846)
Example	25%	30%
Data Services	18,00%	18.00%

2. Bulk New Service Activation

TOTAL PROPERTY OF THE PARTY OF	istration services (se
Example	\$20
10-30	\$ 5
31-50	\$5 \$5
51-70	\$5
71-100	\$5 \$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 lany 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 publicy available/reference-able plan that most closely match the State Common Plan

D-1 Data Service Pricing

1. Blackberry™ Email Service Plans

i. Diackberry	CHIGH ORIVICE LIE	1115
/alum	Spilostophia Missoonesta Martiskii	
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 Dala Plans

2. PUA Dala Pla	ns		
#(0n)	Antigation Materials	jáji	rsomi folly
PDA 5	5		1
PDA 10	10		
PDA 20	20]
PDA 40	40		
PDA 100	100		
PDA Unlimited	Unlimited		

3. PC Card Dala Plans

Data 10 MB	10	http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml
Data 5 MB	5	http://www.nextel.com/en/solutions/dataaccess/data_access_plan.shtml
eriju Liju	Sent all application of the control	on many t

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8.16 Data Only (3) Pricing Sheet_BAFO.xls D-5 Price Sources

Wireless Equipment and Services eRFP# DGS 5014

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_eccess_plan.shtml
Data 100 MB		http://www.nextel.com/en/solutions/dataaccess/data_access_plen.ahtml
Data Unlimited	Unlimited	http://www.nextel.com/en/solutions/dataaccess/unlimited/access/plan.ahtml

D-3 Equipment and Accessories

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i. equipinent		
	EI	I COMMAND
No Cost	} _	
Equipment	Free	http://nextelonline.nextel.com/en/solutione/blackberry/index.shtml
i	1	http://nextelonline.nextel.com/NASApp/ghlinestore/en/Action/OSBrowseAcc
Accessories	_L	essoriesOnlyCategories?PHONE ID=RIM7520
Additional		
Equipment		http://nextelonline.nextel.com/en/solutions/wifeless_modems/index.ehtml
Insurance		Direct Protect Insurance is not available for the BlackBern

State of California
Department of General Services
VW-3: Other Fees

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-3 Other Fees

Wireless Equipment and Services eRFP# DGS 5014

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

ched Many	न्त्र (अक्ट) (द्वारामित)	Enichitäk(aktar Enichitäk	istenlnyvatěsi vádol ()	ชียมเป็นสายออกสาร์ ร(5)
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	Р		1.40%
Telephone Relay Service Surch	All telecommunication service providers are required to	Р		0.07%
State PUC User Fee	The California public utilities commission reimbursement	Р		0.11%
State CA High Cost Part A	The California high cost fund surcharge is imposed on	Р		0.15%
State Univ. Lifeline Service Cha	State government service charge. Associated taxes/fees	Р		1.55%
State CA Relay Service Fund	The California relay service surcharge is imposed in order	Р		0.16%
	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	P		
Deaf Tax Surcharge	differ based on user address and tax exemptions received.			0.30%

State of California

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls

VW-3 Other Fees

Department of General Services

Department of General Service	es	VVV-3 Other rees	
	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 laxes/fees may differ based on user address and tax exemptions received.	P	
State CA High Cost Part B		i	2.43%
		 	
1		1	1

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

Silver Comments	teleftentigenterfeit	orthographical Start
(1) Activation Fees	\$0.00	
(2) Suspension Fees	\$0.00	N/A
(3) Re-Activation Fees	\$0,00	
(4) Early Termination Fees	\$0.00	No 🕬 🖖

3. Restocking Fees

Alan Comment	Cathonia Bond (2)
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.

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Wireless Equipment and Services

eRFP# DGS 5014

8.16 VoiceWT (2) Pricing Sheet BAFO.xls VW-4 Equipment and Accessories

Wireless Equipment and Services eRFP# DGS 5014

1. Free Equipment and Accessories

VW-4: Equipment and Accessories - Voice+WT

Indicate the handsets that will be offered 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 VW-1 Voice+WT Service Pricing. In addition, indicate the accessories that will be provided at not 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 is offered to the state, please list the handsets 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 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 liered 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.

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

Indicate the monthly insurance costs for handsets and accessories.

1. No Cost Equipment and Accessories

a. Handsets (No PDA	A devices)										
Met.	Selito	ed nembrate by vocable in the plant of the vocable	Wigners Profession Winnerson	VIII (12) ED VIII)	1810.71 201-31 360)		0,400 (8,00)	et anderen		region (197	N. C. Connection of the Connec
EXAMPLE	Brand X	Statistical production of the state of the s	Liver and the st	V	V	49	Market Control	GSM	\$199.99		4
EXAMPLE	Brand X	600+ minute liers	 ;	 ⊹	 	48		CDMA	\$199.99	· · · · · · · · · · · · · · · · · · ·	
265	Motorola	All	Ÿ	Yes -	No a	* 101		IOEN		65k color display. MMS cacable: Java.	 GPS enabled, Speake
205	Motorola	áli	Υ	Yes	No	101		IDEN	\$124.99	65k color display, MMS capable, Java GPS Enabled, VibraCall Alert, Remova	ble SIM, 600 Entry Pho
Proceeding the Long television in		1 1999 1999 1999 1999	Υ	1.00	100	14	A 4 4 19 18	100			
1.45 W. A. T.	1 20% %		Y	200	200000	70.7		1987	100		
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- 1.35 (KC) \$10.0 (A)			Υ	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			400			CONTRACT TO SERVICE	8
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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-4 Equipment and Accessories

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Wireless Equipment and Services eRFP# DGS 5014

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b. Accessories

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2. Reserve Stock

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EXAMPLE	Brand X	v	V	i de la companya de l	40	7	GSM	\$99.99	\$40.00	Constitution of the Consti
EXAMPLE	Brand X	 	l ý 	Y	48		CDMA	\$49.99	\$49.99 \$0.00	
1860	Motorola	Υ	Yes	Yes	90		IDEN	\$449.99		Camera, MMS, Java, GPS enabled, Speakerphone
1836	Motorola	Υ	Yes	Yes	101	3	IDEN	\$299.99	\$151.99	Color display, Volce-activated dialing, speakerphone, GPS en
1275	Molorola	Y		Yes	101	3	IDEN	\$274.99		Carnera, 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		Adheres to Military Standard 810 F for dust, shock, vibration,
1530	Molorola	Υ	Yes	Yes	101	3	IDEN	\$224.99		Adheres to Military Standard 810 F for Dust, Shock, and Vibra

15

3. Additional Handsets and Accessories

EXAMPLE	25.00%
Handsets	39.00%
Accessories	20.00%

Qualifying F	Handsets	and Accessories	
--------------	----------	-----------------	--

(Court)	10.700	A Communication of the Communi	1936 (1937) 1936 (1937)		diar pag
9 1		1420033910			
EXAMPLE	Brand X	300+ Minutes	Camera, Bluetooth, Voice Activated Dialing, Web Capable, Enhanced Standby Hours	\$199,99	\$149.99
1860	Molorola	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	
1850	Motorola		Camera, MMS, Java, GPS enabled, Speakerphone, Direct Talk	\$299.99	\$182.99
730	Motoroja		65K Color display screen, Java, Speakerphone, GPS Enabled, Voice Recorder	\$199.99	\$105.99
275	Molorola		Camera, MMS, Java, GPS enabled, Speakerphone	\$149.99	\$89.99
1710	Molorola		65K Color display screen, GPS Enabled, Speakerphone, Java	\$149.99	\$89.99
325 S	Molorola	All	intrinsically Sale - Approved by third party agencies to use in specific hazardous	\$449.99	
315	Motorola	All	Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration,	\$124.99	
1355	Motorola	Alt	Rugged Construction (Adheres to Military Standard 810 F for dust; shock, vibration.	\$139.99	
605	Motoroia	All	Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration,		
305	Motorola	Alt	Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration.		
1530	Molorola	All	Rugged Construction (Adheres to Military Standard 810 F for dust, shock, vibration,	\$124.99	
YE WAS RESERVED.				400000000000000000000000000000000000000	
		9 3 3 3 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7			10 - 10 - 10 TeV
	14 THE RESERVE	1 335			Constant Albert

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8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-4 Equipment and Accessories

Wireless Equipment and Services eRFP# DGS 5014

4. Blanket Discount Handsets and Accessories Discount

	6[2-01]65[48]3[725] 65)
Example	5%
Handsets	39.00%
Accessories (Including car kits)	20.00%

5. insurance

	Alderic Bricker	Established (1906)
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) <u>Standard Price with Service Activation or Extension</u>: 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

State of California
Department of General Services
VW-5: Additional Discounts and Incentives

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-5 Additional Discounts

Wireless Equipment and Services eREP# DGS 5014

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 Repates - 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 Discount off Non-Promotional Price Promotional Price

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State of California

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-5 Additional Discounts

Department of General Services

Example	25%	30%
Voice Services	18.00%	18.00%

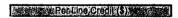
2. Incremental Volume Rebates - Voice+WT and Data Services (Subcategory 2 Only)

(eficial gyvzajuja z akeja nije preja sa z	er recontrock recontr on real alega (fred a changa alega.
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)

The second second second second second second second second second second second second second second second s	rational large (Republic
લ્લાના કારણ પ્રયોધાના કહેલ ગામીના મોલાનો પ્રાથમ કરે છે.	Carronicus III of
	(elithiyitg(ca))
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



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Wireless Equipment and Services

eRFP# DGS 5014

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State of California

8.16 VoiceWT (2) Pricing Sheet_BAFO.xls VW-5 Additional Discounts

Department of General Services

Department of General Services					
upprukkimbakoAkbyAkmitulipBulk omlar	direly tetral services sell to solle croters	tavoliolisetyje) Galentaulioetyje			
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

lik yoʻlgigi oo te	Ardellicatelli Aballalya reli Espirit
Invoices Paid by 30 days	0.00%
Invoices Paid by 20 days	0.00%
Invoices Paid by 15 days	0.00%

(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

Wireless Equipment and Services eRFP# DGS 5014

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

Wireless Equipment and Services eRFP# DGS 5014

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 publicy 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

a. mainada		
# # # # # # # # # # # # # # # # # # #	Ficeurcially seed out willies out willies	Pist Council
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
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 (1899) Custom Plan
WT Only Unlimited	Unlimited	http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans

b. Pooled

0.1 00100		
iam	Aggentegens Afrikantor Originalis Ministerninas	.MD 1
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.nextet.com/NASApp/onlinestore/en/Action/DisplayPlans Custom Plan	

2. Individual Plans

a. Local Service

Piloni Piloni	Minocine Francisco Gyunos Volca Singera
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://nexteloniine.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans
Local Voice/WT 500	500.00 http://nextelonijne.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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State of California

Department of General Services

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

Local Voice/WT 700 700.00 http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/Dis	nlavPlans
[Local Voice/WT 800 800.00] http://nextelonline.nextel.com/NASAbn/onlinestore/en/Action/Nex	nlavPlane
Local Voice/WT Unlimited http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/Dis	playPlans

Wireless Equipment and Services eRFP# DGS 5014

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

Wireless Equipment and Services eRFP# DGS 5014

b. National Service

	ANDODEN Florence Sugnalive		'Semilari
English and the	Minne		
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

i, (Sta)	Minimini References Miniministration Miniministration	um eminate
Pooled Local Voice/WT 100	100.00	http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml
Pooled Local Voice/WT 200	200.00	http://www.nextel.com/phones_plans/states/wsca/rateolans.shtmt
Pooled Local Voice/WT 300	300.00	http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml
Pooled Local Voice/WT 400	400.00	http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml
Pooled Local Voice/WT 500	500.00	http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml

b. National Service

el ju	Minorum Response Avglines yes : : : : : : : : : : : : : : : : : : :
Pooled Nat'l Voice/WT 100	100.00 http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml

State of California

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

43

Wireless Equipment and Services eRFP# DGS 5014

Department of General Services	VV 011100 0001000
Pooled Nat'l Voice/WT 200	200.00 http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml 21/
Pooled Nat'l Voice/WT 300	300.00 http://www.nextél.com/phones_plans/states/wsca/rateplans.shlmi
Pooled Nat'l Voice/WT 400	400.00 http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml
Pooled Nat'l Voice/WT	500.00 http://www.nextel.com/phones_plans/states/wsca/rateplans.shtml

5 International Service

5. International Service		1
Participation Committee Co	SURE (COMMIN)	1
	http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml	1
Mexico	http://www.nextel.com/en/services/worldwide/internationalcoverage.shtml	١

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

Wireless Equipment and Services eRFP# DGS 5014

VW-2 Optional Features

VW-2 Optional Features			
Policy of the second	Amount ***		Reducide d
	0 (pay as you		•
Text Messaging		http://www.nextel.com/en/services/messaging/text_messaging.shtml	
Text Messaging		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	
	0 (pay as you		
Multimedia Messaging	90)	http://www.nextel.com/en/services/messaging/multimedia.shtml	
Multimedia Messaging	20.00	http://www.nextel.com/en/services/messaging/multimedia.shtml	
Multimedia Messaging		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.shlml	
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		<u> </u>
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

* * * * * Equiprilent			
Equipment of	All F. Cost	10RL Schund	
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	T	http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPhones	
Insurance		http://nextelonline.nextel.com/en/support/service_repair/direct_protect_ins.shtml	

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 nonessential 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.

r	G	F	N	n

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

Des Best and which the des White College College States and States (1994) in the parties	Advantage Commentage Control
SILTA CALCADA CARA CARA CARA CARA CARA CARA CARA	The Assessment of the Assessme
V-1 Voice Service Pricing	Chane Home

	Gompleted:By
V-1. Voice Service Pricing	Shane Harper
V-2. Optional Features	Sharie 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

Wireless Equipment and Services eRFP# DGS 5014

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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.

The second second second second

			Eging (Lathing Charle Size than 1
Consumption-Based	Local	Consumption-Based	N/A
		Local Plan 100	10,033
		Local Plan 200	3,105
		Local Plan 300	1.681
		Local Plan 400	907
	Local	Local Plan 500	552
		Local Plan 600	344
		Local Plan 700	288
		Local Plan 800	203
Individual		Local Plan Unlimited	475
"IOTVIOUAL		National Plan 100	1,827
		National Plan 200	738
	i	National Plan 300	539
		National Plan 400	326
	National	National Plan 500	210
		National Plan 600	164
		National Plan 700	108
		National Plan 800	63
		National Plan Unlimited	252
	1	Pooled Local Plan 100	424
	İ	Pooled Local Plan 200	169
	i	Pooled Local Plan 300	91
	l	Pooled Local Plan 400	44
	Local	Pooled Local Plan 500	32
	1 2000	Pooled Local Plan 600	19
	[Pooled Local Plan 700	14
	l	Pooled Local Plan 800	2
Pooled		Pooled Local Plan Unlimited	18
	l	Pooled National Plan 100	1,185
	1	Pooled National Plan 200	545
	l	Pooled National Plan 300	383
	l	Pooled National Plan 400	242
	National	Pooled National Plan 500	160
	1	Pooled National Plan 600	99
	1	Pooled National Plan 700	61
	i	Pooled National Plan 800	49
	l	Pooled National Plan	
	l	Unlimited	156

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State of Catifornia
Department of Conwell Services

V-1: Valce Service Plan Priving

Flon Fasture Requirements

The bidder provide the following basic leatures so part of each stan ives (mandateny)

Con I no see See See See	
Baya Requirements	volcement, author (D), caffer (D) blocking, cult wealting
All Local Plane	Bose requirements • If minutes included in the monthly excess price Bose Requirements • free domestic long distance for catte originating within the local catting area, untimpted free nights and weekend minutes
AE Hational Flore	Bees Requirements " tree demostic long deterce, free on refricts country, untersted have rights and existent minutes

INSTRUCTIONS: Blittlers must propose one and only one plan for all plan types.

1. Consumption-based Plans u_Local Service

Oods prices/domants. Into distinct, and receiving charges for the being gen. The pitch may be Standard LM. Standard LM. Standard LM distinct on Continue Plans (see Section 6 of MPP to statingly description). If the Standard LM and Standard LM distinct plans, weight the Standard processing. The Standard LM distinct plans, see that the Standard LM distinct plans are standard to the Standard LM distinct plans. The standard LM distinct plans are standard to the Standard LM distinct plans are standard LM distinct plans. The mentity received device in the standard LM distinct plans distinct the Standard LM distinct plans are standard LM distinct plans. Standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct plans distinct the standard LM distinct plans distinct the standard LM distinct plans distinct

4. Instrument return.

4. Load Barrier Spire to creat their requirements of the price of the pri

In helitant Bernice Through State Report. The prints that you Shardard List, Standard I had Adapted, or Combon Plant (see Section of all Plant contained description). For Shardard List, Standard I had Adapted, or Combon Plant (see Section of all Plant contained description). For Shardard List, Adapted plant, specify the plant had you are so that the publishing weekshire described and the proposal adapted plant and seat the facility in the section of the publishing weekshire described and the publishing
atroxer)

2 10		Printing	

Wireless Equipment and Services erail Pil DGS 8014

1. Posted Place
4. Logal Service to more State revise. The piero may be Standard Lot Mondard, but Adapted, or Cyption Plane; (see Section 4 of MFP for delated
Propose posted plane in more State revise. The piero may be Standard Lot Mondard, but Adapted, or Cyption Plane; (see Section 4 of MFP for delated
Acceptancy for Standard Lot and Mondard Lot Adapted plane, specify the plan has previous additional processing. The but price in the publishy
problembleshows with price on the proposed enhancement of the more first way in more than the State Invitence review, and may revise addition
processing the State State State State State State State State State State State State State State State
Acceptance of the State S

Noticed Service

[Projects pointed genetics]

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[Projects pointed gine to more States needs: The pieron may be Standard List. Standard List Adapted, or Quiston Filters (see Section 6 of 45°° for destrict formation), and the State described percentage. The Star piece in the punisher, or projects of the punisher of the puni

4. International Regrides Tables
Propose per minute cost and discount offered for long distance to the baled locations. The proposed capity will apply to all plans.

3. baselesses Code
Annual Manual Ma

Present indicate the time period associated with the ligner of minutes everywheat

1, Consumption-Record Plan

a. Local Service			Distributed A large and		NEVER 4 82912	Less recognissions	TOTAL STREET	11/15 25 75	12 CX 75 7 75 1	100000		Miceogen system	March 1955	93 10 MY 19 X				
r r 12			7. 2.			and inte		q.d.g.	7.71	pen)			4.5	44				
E ample	Custom Consumption CP		310.00	20 80%	\$0 01	\$0.15	20,00%			20 00%	80.12	\$0.16	20.00%	\$0.13	dilleren steelsba	Owed Owened	Newton belod at \$0.00 per 11	drada uffantism ariem
Contemption Plan	Flat Rule Plant - CP	2377 2 W. W.	\$10.00	18.00%	10.20	C + 90.00	9.00%	\$0.0	C	ACCOUNTS AND A	1000	31 32 32 34 34 34			The state of the state of	Dren content		

1 Individual Plan a. Local Borrica	***************************************	,	40.4			
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Complete 1 200 Local 200 B.	300 \$29.90 50.0	0 20% \$6.00	\$2 00 80 00	\$20,00 \$0.16	20 00% \$6.12 \$0.10	20,00% \$0.12 \$0.15 20,00% \$0.12
				Includes 100 overage minutes \$37.50 at \$0.35/min \$0.15	20 0074 10.13 10.11	1 20 007h 10 13 10 16 20 007h 10 13
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Enangle 3 700 Overloom Local 200 CP			1			10 m 10 m 10 m 10 m 10 m 10 m 10 m 10 m
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Local Plan 700 Port National Page 800 (8)		0 3 18 00% DO	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	179.71 Provide greaters	10 40 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10.0 10.0 10.0 10.0 10.0 10.0 10.0 10.0
Local Plan 200 200 Joint Plant 800 B		0 34 16 DO 10 10 00	次5000000000000000000000000000000000000	177 1) Otros Committee (177 17)	50 43 SAGN BOO	20 CO 0 CO 0 CO 0 CO 0 CO 0 CO 0 CO 0 CO
Local Chan 400 400 Holland Poster 600 Mg	900 - 346 PR 100	0 W. W. W. W. W. W. W. W. W. W. W. W. W.	二十二十二 第100 为约00000 数 100	\$39 T1 Other County		\$0 00 pp. \$0 00
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Local Frey 800 900 Helbook France 800 M	(2 mag (7 %/g) mag par	0 18 18 18 10 10 10 10 10 10 10 10 10 10 10 10 10		\$41.01		Se ou Francis de par la constant de partir de
	goo say to go	O Frederica Transmission State	完全的 100 00 00 00 00 00 00 00 00 00 00 00 00	M1.01	A/(22/2: 0 00% 10 40 X/2/2/2: 00.0	TO CO. THE TAKEN THE PROPERTY OF THE PARTY O
	1 800 Sept 100 Sept 100 C	O LANS THE ROOM CAN AND LOCAL PROPERTY OF CO.	U.S. STATE AND ADMINISTRATION	147.01 WK 100 W 101 W 10	(13)(20)(14	\$6 OC 155 Page 10 OC
Local Print 600 BOO Helicital Prints 800 Bloom 100 Bloom	NA 199 D	4 Page 14 000 12 12 12 12 10 00	表数数数量 10 m 表数数数数	1101 to 1100 t	-01-00 mak	

b. Mattenal Service					Marine C	-	which set is						7.7				
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f counts b	-	Net 1300		300	329 99	\$0.00	20 00%	\$0.00	\$5.00	123 00		\$0 15	76 00%	\$0 12	10 15	20 00%	10 12
f. rampio t			-		1						Inchefes 100		I		1		1
1 1		1	1	1	1						provide squeen	I		J	10.10	20.003	
Example 2	400	Nat 300	M	400	120 99	\$36.00			1000	127.50	at \$0 35/min	\$0.15 \$0.15	70.00% 20.00%	\$0.12			
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Exercele 1	10 10	20 00%	10 90
Merenco	\$0.49	0.00%	\$0.49
C-14-	\$0.70	0.000	10.30

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

6. Time Profest Definitions The ST ST STATE STAT

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[3] Bigginged Light, National Public Person of the pin to the interest person of the contraction of the pin to the contraction of the pin to the contraction of the pin to

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77.4

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) lext messages.

 2. Multimedia Messaging Multimedia messaging system that enables messages with one or more multimedia (digital photo, audio, video) perts.

 3. Free Unitmitted Mobile-to-Mobile

a. Pres Untimited Mobite-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 mobile-to-mobile. Unlimited mobile-to-mobile will be free unlimited national mobile-to-mobile. Unlimited mobile-to-mobile will 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

• •			IN THE SALE	San marketine days and		Secure III	and the second	
Corporation Constitution	150 P. C.	Callyn (Pital)			10 10 27 1	V. B. C.		
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				
100 Text Message 100	100	4.99	0.00%					
300 Text Message 500	500					0.00%	\$0.10	
Unlimited Unlimited Text Messaging	N/A	14.99	18.00%	\$12.29	· · · · · · · · · · · · · · · · · · ·	N/A		

2. Multimedia Messaging

	gg		E STEEL TV LIGHT	NATURAL CONTRACTOR	e same in taken	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	COverage Costan	Transcourse 3	
	14 page 1	(A. 1997)	Mark States				County 1	3 37 38	
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	Dasic 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		

8.16 Voice Only (1) Pricing Sheet.xls V-2 Optional Features

Wireless Equipment and Services eRFP# DGS 5014

State of California
Department of General Services

3. Unlimited Mobile to Mobile

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tal i kë mushta u	ita de Rossion		สัตร์เลยเอาสลอนเ
500	\$5.00	100.00%	\$0.00
100			\$0.00
200			\$0.00
300			\$0.00
400			\$0.00
500			\$0.00
600		7,2-1	\$0.00
700			\$0.00
800			\$0.00
Unlimited	\$10.00	0.00%	\$10.00

	Festures	

4. Other Features	1-15-15-15-16-1	ri Cora Nya Garatta 19 Ny Faritra	(ubgas Archo) aligitar	je ,.		5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ \$ 1. \$ \$	O. D. Strong Strong O. S. Caron O. S. Caron	DONAGONA DONAGONA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ES LA COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COMO ESTA DE COM		
\$0.16	\$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		Voice Mall is included in certain rate plans; Voice activated dialing is a standard feature on select trandsets.

₹,,

8.16 Voice Only (1) Pricing Sheet.xls V-3 Other Fees

Wireless Equipment and Services eRFP# DGS 5014

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

tely y Milling) s	art Speciferation	Hajje sérik jidélyés (Glogsande)/755kg	(MoAlbly accol	(5) (-9)
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 Surch	All telecommunication service providers are required to	Р		0.07%
State PUC User Fee	The California public utilities commission reimbursement	Р		0.11%
State CA High Cost Part A	The California high cost fund surcharge is imposed on	Р		0.15%
State Univ. Lifeline Service Cha	State government service charge. Associated taxes/fees	Р		1.55%
State CA Relay Service Fund	The California relay service surcharge is imposed in order	Р		0.16%
	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	Р		
Deaf Tax Surcharge	differ based on user address and tax exemptions received.			0.30%

State of California

8.16 Voice Only (1) Pricing Sheet.xls

	0.10 10.	oo only (1), noning one	, O	
Department of General Service	s	V-3 Other Fees		
	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.	Р		
State CA High Cost Part B			[2.439
		1	1	1

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

	4.2	· · · · · · · · · · · · · · · · · · ·		
(1) Activation Fees	(Physics Western	在100mm - 100mm	\$0.00	
(2) Suspension Fees	100000000000000000000000000000000000000	100 mg	\$0.00	N/A
(3) Re-Activation Fees	11-11-Q/24-17-17-19		\$0.00	
(4) Early Termination Fees	76-18-66-20-66-18-62	Charles and Charles	\$0.00 No	19845

3. Restocking Fees

	C. (389) (28) (18)
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.

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Wireless Equipment and Services

eRFP# DGS 5014

State of California
Department of General Services
V-4: Equipment and Accessories

8.16 Voice Only (1) Pricing Sheet.xls V-4 Equipment and Accessories

Wireless Equipment and Services eRFP# DGS 5014

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 not 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)

Mojal -	457:00k	opa istralucimatist.	Wabiet (Clarevia)	ંભ તાર્પો પ્રસાવનીએ કેમાપ્	الإنافاغية الذي الإنافاغية الذي	rillering (Folia) - whereology	301) \$25 (a. 15 (b)) \$\frac{1}{2}\$	e)(i,), (, (((i), ()))
EXAMPLE	Brand X	all	Υ	Y (*//\$)	48	7 GSM	\$ 199.99	
EXAMPLE	Brand X	600+ minute tiers	Υ	Υ	48	7 CDMA	\$199.99	· · · · · · · · · · · · · · · · · · ·
<u>1265</u>	Motorola	All	Yes	No	101	3 IDEN	\$224.99 6	6k color display,
				19月2年 第 17年	第二十分的种 20%x 20%			2356RW035797237114

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8.16 Voice Only (1) Pricing Sheet.xls V-4 Equipment and Accessories

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Wireless Equipment and Services eRFP# DGS 5014

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b. Accessories

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* No
No
No
No
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2. Reserve Stock

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EXAMPLE	Brand X]Y	Υ	48	7	GSM	\$99.99	\$49.99	
EXAMPLE	Brand X	Υ	Υ	48	7	CDMA	\$49.99	\$0.00	
i860	Motorola	Yes	Yes	90	3	IDEN	\$399.99		Camera, MMS, Ja
i836	Motorola	Yes	No	101	3	IDEN	\$349.99		Color display, Vol
275	Motorola	Yes	Yes	101		IDEN	\$249.99		Camera, MMS, Ja
605	Motorola	Yes	No	240		IDEN	\$399.99		Adheres to Militar
355	Motorola	Yes	No	240		IDEN	\$239.99		Adheres to Militar
1530	Motorola	Yes	No	101	3	IDEN	\$224.99	\$49.99	Adheres to Militar

3. Additional Handsets and Accessories

	(a)(\$500050(3) ufilife (443)(4))(\$1445) (5000)(546) (440)(546)
EXAMPLE	25.00%
Handsels	39.00%
Accessories	20.00%

Qualifying Handsets and Accessories

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			Camera, Bluetooth, Voice Activated Dialing, Web Capable, Enhanced		
EXAMPLE	Brand X	300+ Minutes	Standby Hours	\$199.99	\$149.99
	man and the second seco				
1860	Motorola	All	Camera, MMS, Java, GPS enabled, Speakerphone	\$299.99	\$182.99
1836	Motorola Motorola		Camera, MMS, Java, GPS enabled, Speakerphone Color display, Voice activated dialing, Speakerphone, GPS enabled, Java	\$299.99 \$249.99	\$182.99 \$151.99
		All		\$299.99 \$249.99 \$299.99	\$151.99
836	Motorola	All .	Color display Voice activated dialing, Speakerphone, GPS enabled, Java	\$249.99	\$151.99 \$182.99

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State of California

8.16 Voice Only (1) Pricing Sheet.xls V-4 Equipment and Accessories

Wireless Equipment and Services eRFP# DGS 5014

Depar			

Department of General Services	V 4 Edobusino vidocatario
i710 Motorola	All 65K Color display screen, GPS Enabled, Speakerphone, Jeva \$149.99 \$89.99
i205 Motorola	All GPS Enabled, VibraCall Alert, Removable SIM, 600 Entry Phonebook \$60,99
i325IS Motorola	All Intrinsically Safe® Approved by third party agencies to use in specific *** \$449.99 ** \$273.99
315 Motorola	All Rugged Construction (Atheres to Military Standard 810 F for dust, shock \$124.99 \$64.99
i355 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
i530 Motorola	All Rugged Construction (Adheres to Military Standard 810 F for dust, shock \$124.99 \$49.99

4. Blanket Discount Handsets and Accessories

	feli i zmindical (Aziliza) (64)
Example	5.00%
Handsets	0.00%
Accessories (including car kils)	20.00%

5. Insurance

	l francisco pale da (Marilin(3)	i on Eighlomokán (Más Coraca)
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

State of California
Department of General Services
V-5: Additional Discounts and Incentives

8.16 Voice Only (1) Pricing Sheet.xls V-5 Additional Discounts Wireless Equipment and Services eRFP# DGS 5014

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

	i apricatintoin Prantallonalitae v	ed Country Malan Romadon Hered
Example	25%	30%
Voice Services	18.00%	18.00%

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

entri dy Voltarko (voja) jite i Glarija	មេរបស់ ជាដៃថ្នាំការប៉ុន្តែប្រើ ថា សម្រើប្រើសម្រើប្រើ សម្រាស់ (ក្បាស់(២)
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%

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State of California

Department of General Services

\$4,000,000 - \$5,999,999	1,50%
\$6,000,000-\$7,999,999	1,50%
\$8,000,000+	2.00%

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

Wireless Equipment and Services eRFP# DGS 5014

3. Bulk New Service Activation

	Bank Bank Berthue C	
स्ट्रीसम्प्रेरक्तुदेशसम्बद्धाः च्येतः	throughly lest region) call outstallanding	rteopolytekiet Aloganikaesotyr
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

lifeYjotaj(tkijo)	เลยานักเลยานัก เลยานัก เลยานักเลยานัก
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

8.16 Voice Only (1) Pricing Sheet.xls V-6 Price Sources

Wireless Equipment and Services eRFP# DGS 5014

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 (uri) for the publicy available/reference-able plan that most closely match the State Common Plan

V-1. Voice Service

1. Consumption Based Plans

a. Lucai Solvice	
WAS EXPLOYED AND A	URI (Control)
Consumption	http://www.nextel.com/phones/plans/states/wsca/rateplans.shtml Custom Plan

2. Individual Plans

a. Local Service

ar room corrido	
	Mantaga Gegalegi aga semacat Wilda
in the same of the	最終你的 你是我们是我们在最后来就是是不是是自己的自己的意思,这一个,一个人才是不是不是一个。我们是一个人,我们
Local Plan 100	100 http://nextelonline.nextel.com/NASApp/onlinestore/er/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/OlsplayPlans
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

	Mantin	[Parting] [Parting] 보고 있는데 # 2015 # 1215 # 1
	Anyolota Minerica	Schule de la Companya del Companya del Companya de la Companya de
National Plan 100	100	http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans
National Plan 200		http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans
National Plan 300	300	http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/Display/Plans
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/Display@lans
National Plan 700	700	http://nextelonline.nextel.com/NASApp/onlinestors/en/Action/DispleyPlans
National Plan 800		http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans
Local Plan Unlimited	Unlimited	http://nextelonline.nextel.com/NASApp/onlinestore/en/Action/DisplayPlans

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8.16 Voice Only (1) Pricing Sheet.xls V-6 Price Sources

Wireless Equipment and Services eRFP# DGS 5014

3. Pooled Plans

a. Local Service	to the first that the property of the second
32H-G	Abdulation at the state of the
Pooled Local Plan 100	100 http://www.nextel.com/phones_plans/states/wsca/rateplans.shimi
Pooled Local Plan 200	200 http://www.nextel.com/phones_plans/states/wsca/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 http://www.nextel.com/phones_plans/states/wsca/rateplans.shlml

8.16 Voice Only (1) Pricing Sheet.xls V-6 Price Sources

Wireless Equipment and Services eRFP# DGS 5014

b. National Service

U. Halloffal Del Vice	
171 Ju	(SMA) (SMA)
Pooled National Plan	
100	100 http://www.nextel.com/phones_plans/states/wsca/rateplans.ahtml
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

4. Iliterilational Delai		
Country Assess		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

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Type st	Amount sees.	A TAURE	complete
	0 (pay as you		
Text Messaging	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	0 (pay as you		
Messaging	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.shlml	
Multimedia			
Messaging	Unlimited	http://www.nextel.com/en/services/messaging/multimedia.shtml	

State of California

8.16 Voice Only (1) Pricing Sheet.xls V-6 Price Sources

Wireless Equipment and Services eRFP# DGS 5014

Department of General Ser	vices	V-6 Price Sources	
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		Not Available	Custom Plan
Other Features	N/A	http://www.nextel.com/en/services/calling/calling.shtml	

V-4. Equipment

Equipment with the second	(URL)
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

8.16 Data Only (3) Pricing Sheet_BAFO.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 Names Nextel Communications

Sheet & Security 19	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 a Subscribers
	Blackberry 1	N/A
	Blackberry 3	N/A
	Blackberry 4	N/A
!	Blackberry 5	415
Blackberry™	Blackberry 10	3
	Blackberry 20	N/A
	Blackberry 50	N/A
	Blackberry 100	N/A
	Blackberry Unlimited	N/A
	PDA 5	59
	PDA 10	8
PDA	PDA 20	2
FUA	PDA 50	6
	PDA 100	2
	PDA Unlimited	N/A
	Data 5 MB	682
<u> </u>	Dala 10 MB	222
PC Card	Data 20 MB	160
PCCalu	Data 50 MB	236
1	Dala 100 MB	266
l	Dala Unlimited	78
Voice with Data	Various	2047
Voice/WT with Data	Various	89

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D-1: Data Service Pricing

- INSTRUCTIONS:

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

3. P.C. Late user instem: PLCLoglog Card Data Access relate.

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 ist cost and the State discount percentage. The list price is the publicity available/inference-able price on the proposal authoriseton data. Proposed plans must need the States infinitive requirements, but may includinate bours leavines/byte. For example, a vendor may proposal a unmarked to determine the States infinitive requirements, but may include the boundard bourse leavines/byte. For example, a vendor may propose a time state of the stat

1. Blackberry " Email Service Plans

							7777	V.	€ere i eremen grapere	ALIEN AND THE		4.55 2.44			To the second	Agali	M. T. T.
		7. 7.		Nid VIII								tone of Con-					
Example 1		Blackberry 3MB	51		\$39.99	\$0.00	20,00%	\$31.99		\$0.02	10.00%	\$0.018	\$5.00	\$4.50	\$0.45	20.00%	30,360
Exemple 1s	5	Blackberry 3MB	34		\$39.99		30.00%		Includes 1024 overage kilobyles at \$0.01/Ab	\$0.02							
Example 1b	5	Custom Blackberry 5MB	CF	<u>L</u>	\$40,99	\$0.00	0.00%	\$40.99		\$0.02	0.00%	\$0.020	\$5.00	\$4,50	\$0.45	20.00%	\$0.360
Blackberry 1	1	Brackbarry 5448	S		\$30.99	\$0.00	18,00%	\$32.79	empli usage and	\$0.01	0.00%	\$0,010	85.00	\$6.00	\$0.40	Sec. 25.	\$0.400
Blackberry 3	3	Plackberry 6MB	81	***	\$39.99	\$0.00	18.00%	\$32.79	victories skie for	\$0.01	0.00%	\$0.010	\$5.00	16.00	\$6,40	0.00%	\$0.400
Blackberry 5	5	Disckbarry 5MB	84	1. C. C. S. T.	\$39.89	\$0.00	18.00%	\$32.79	FRICKLUS SHOOT TO	100 5 Ex 30.01	0.00%	\$0.010	7. 12 X 18.00	18.00	\$0.40	64 0.00%	\$0,400
Diacktierry 10	10	Bischberry Unifritied	Start St	Unfirmfled	\$49.99	\$0.00			PART MORNING	\$0,00	SSE 0.00%	\$0.000	4 W 85 00	402 UMA # \$5.00	3040	% 0.00%	\$0.400
Blockberry 20	20	Blackberry Unlimited	81	Unfimiled	\$49,99	\$0.00	# 10.00%		MARIA MICHARDS	\$0.00		\$0,000	1 16.00	16.00	80.40	0.00%	\$0.400
Blackberry 50	50	Bleckberry Unimited	3. 18. A. B. B. B. B.	Unlimited	\$49.90	\$0.00			PERCHARACIONS	80.00	0.00%	\$0.000	25 00	15.00	10.40	0.00%	\$0.400
Blackberry 100	100	Blackberry Unfirmed	8	Unterlited	\$49.99	\$0.00			TOTAL TICILIZES		0.00%	\$0.000	EL - CAR \$6.00	86.00	20 40	0.00%	\$0.400
Blackberry Unlimited	Untimaled	Blackberry Untimited	, BI	N/A	\$49.00	N/A	18.00%	\$40.95	MSTHERUS	N/A			- Se 56 00		\$0.40		

2. PDA Data Plans

		To all the	gen anden dilikalah Mat	1		er en '' e weren g		No hada kabata Asabata Ay Kabata
		A.A.					mag an anna anna sg	
	1900 P. 180							
The state of the s		the first war		About the said of the				
Example 1 5 PDA \$MB SL 5	\$19.99	\$0.00 20.00%	\$15.99		\$0.02 10.00%	\$0.016	5.00 \$4.50	\$0.45 20.00% \$0.360

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Example 1s	10	PDA 5MØ	SA	10	\$19.99	\$51.20	65.00%		Includes 5120 overage kilobytes at \$0.01/kb	\$0.02	10.00%	\$0.018	\$5.00	\$4.50	\$0.45	20.00%	\$0.360
Example 1b PDA 5 PDA 10	20	Custom PDA 20MB	CP	20	\$34.99	\$0.00	0.00%	\$34.95		\$0.02	0.00%	\$0.020	\$5.00	\$4,50	\$0.45	20.00%	
PDA 5	5							\$0.00				\$0.000				45.55 %	\$0.000
PDA 10	10						-	\$0.00				\$0.000					\$0,000
IPDA 20	20							\$0.00				\$0.000					\$0.000 \$0.000
PDA 50 PDA 100	50							\$0.00				\$0.000				_	\$0,000
PDA 100	100							\$0.00				1575.57					\$0.000
PDA Unimited	Unlimited			N/A		N/A		\$0.00		N/A							\$0.000 \$0.000 \$0.000

3. PC Card Data Plane⁵

AT LICENSIS NAME CAN	P.,											
					briesis - ark aleen		Manual Section 1			1	Jan Jan St. A.	an enext
	lan an and and											
	No.	Sign								40		
				7.3	3							
Example 1	5	PC Card 5MB	\$L	5	\$19.99	\$0.00	20.00%	\$15.99		\$0.02	10.00%	\$0.016
Example 1s	10	PC Card SMB	SA.	5	\$19.99	\$51.20	65.00%		Includes 5120 overage kilobytes at \$0.01Ab	\$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
Outa 5 MB	5	Date Access Pack	建筑	Unlimited	\$10.00	\$0.00	18.00%	\$0.20	T CHURL IF STANGORD PLA	\$6.00	0.00%	\$0.000
Dala 10 MB	10	Date Access Pack	表达到美数的 BL	United Size	\$10.00	\$0.00	18.00%	\$8.20	POORC IF SVariable for	\$6.00		\$0.000
Data 20 MB	20	Data Access Pack		Unfirmlad	20.00	\$0.00	A 12 A 18 A 18	\$8.20	PROMETE SYSTEMS TO	ALC: NO TAX	13 6 Z 4 000	\$0,000
Data 50 MB	50	Date Access Pack		Untirillad	\$10.00	\$0.00	10,00%	\$8,20	PROBLET SYSTEMPION	to or	0.00%	\$0,000
Data 100 MB	100	Date Access Pack		Unlimited :	\$10.00	\$0.00	18.00%	\$6.20	PROMETE STREET, CO.	\$0.60		\$0.000
Deta Unkmited	Unlimited	Unlimited PC Access	St.	N/A			18,00%	\$36.69	Anoticiones ** no	N/A	200000000000000000000000000000000000000	

NOTES:
[1] Stanstard 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 hidder's standard list price for the nearest existing plan with additional per KB list prices to adapt its current plans, as publicly evaliable/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 hist 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 Plane.
- (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 obsent.
- [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.

8.16 Data Only (3) Pricing Sheet_BAFO.xis D-2 Other Fees

Wireless Equipment and Services eRFP# DGS 5014

D-2: Other Fees

INSTRUCTIONS:

1. Other Fees for Data

a. Standalone

List any additional monthly recurring charges per subscriber for combined volce/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 Fee:

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

p. Otalicalone			
especial deservation of the second	n e Gan.	Ministers a 12 Ministers	Marya da sari
Federal Universal Service Fund The universal service fund subsidizes programs for	Р		1.40%
Telephone Relay Service Surci All telecommunication service providers are required to	P		0.07%

b. Combination Volce/Volce+WT Service

decination description	To the Supplement of the Constitution of the C	Wally and	Malabakan darin Hal
Federal Universal Service Fund	P		1.40%
Telephone Relay Service Surci All telecommunication service providers are required to	P		0.07%

8.16 Data Only (3) Pricing Sheet_BAFO.xls D-2 Other Fees

Wireless Equipment and Services eRFP# DGS 5014

2. One-Time Fees

- 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 cost cost to the minimum required service. contract term

(1) Activation Fees	\$0.00	
(2) Suspension Fees	\$0,00	N/A
(3) Re-Activation Fees	\$0.00	
(4) Early Termination Fees	\$0.00	Vo.

3. Restocking Fees

·	The same of the sa
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.

O-3: Equipment and Accessories - Data

INSTRUCTIONS:

1. Free Equipment and Accessories

Indicate the Blackberry^{In} devices. PDA divices 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., mel in rebales). 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 not cost when purchasing a service plant (1b). Provide a response to those excessories that are stated 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 confract that is signed and expects the contractor to provide an updated tail of equipment as it becomes available.

List the discount that will be provided to the State for Blackbarry." 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 set/endorn. Please indicate the handsets had qualify for this discount, and if applicable, the minimum later desired state Common Plan that must be purchased to qualify. Also indicate the feathers of the indicate the handsets. The State recognizes but deupment and accessory models will change during the course of any contract had a specie and expected the contractor to provide an qualified state of the desired and expected the contractor to provide an qualified state of the desired and expected the contractor to provide an qualified state.

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.

No Cost Equipment and Accessories
 Data Devices (Only list Blackherry's devices, PDA devices and PC cards, No handsets)

			11-286-7	7) 7)			2,12,200 11 11	71 21.1	(14.8 pt);	
EXAMPLE	Brand X	ak	Υ	Υ	Υ	Υ	48			

b. Accessories

Later the state of the state of the	THE PERSON OF MARKET
$(C_{ij}, C_{ij}) \cap (C_{ij}, C_{ij})$	19 14 15 x 15 26 26 26 26 26
	160
The second second	Annual Control of the
Spare Power	No
Spare Power Car Chargers	. No
Desk Chargers	No

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5

8.16 Date Only (3) Pricing Sheet_BAFO.xis D-3 Equipment and Accessories Wireless Equipment and Services eRFP# DGS 5014

Carrying Cases	No
Spare Battery	No
BlackBerry Battery	Y
BlackBerry Charper	Y

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**