

**GEORGIA TECHNOLOGY AUTHORITY
ENTERPRISE AGREEMENT FOR
SERVICES AND DEVICES TO PROVIDE THE SERVICE**
Appendix H to RFP 9800-GTA794

This Agreement is made by and between the **Georgia Technology Authority** and VERIZON WIRELESS (VAW) LLC (A DELAWARE LLC) D/B/A VERIZON WIRELESS AND CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) D/B/A VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) D/B/A VERIZON WIRELESS (“VERIZON WIRELESS”), (hereinafter referred to as "Contractor").

The effective date shall be December 30, 2013.

1. Scope of Services. Contractor agrees to provide to GTA and to the procuring Agencies the “Services” and associated “Devices) necessary to provide the “Services”, as described in the Request for Proposal Number 9800-GTA794, soliciting proposals for Wireless Communication Devices and Services (“RFP”) and the Contractor’s Proposal in response thereto. As referred to in this Agreement “Agencies” shall include any and all State of Georgia entities, including but not limited to, departments, agencies, authorities, commissions, boards, college and universities, counties, cities, townships and other political subdivisions of the State. The contractual relationship between Contractor and GTA shall be governed by the following order of precedence: (i) the provisions of this Agreement, including all exhibits attached hereto and incorporated into this Agreement; (ii) the RFP (excluding any sample agreements attached to such RFP); and (iii) the Contractor’s Proposal (excluding any sample agreements attached to such Proposal). No objection or amendment by Contractor to the RFP requirements or to the sample agreement attached to such RFP shall be incorporated by reference in this Agreement unless GTA has accepted such objection or amendment in writing. Any pre-printed contract terms and conditions included on Contractor’s forms or invoices shall be null and void; and (iv) the Rules of the GTA, which are incorporated herein by reference. Agencies will be required to execute and Agency Agreement of a form acceptable to GTA and Contractor before Services and devices may be provided under this Agreement. A sample of such an Agency Subscription Agreement is attached to this Agreement as Attachment C.
2. Agency Ordering. From time to time an Agency may issue a Purchase Order or other purchase instrument for a purchase of Services, Devices and other Equipment Services, provided hereunder, which purchase instrument shall refer to, incorporate by reference and be subject to the pricing, terms and conditions of this Agreement. Contractor agrees to provide to each ordering Agency the Services and/or Devices and other Equipment, in the same manner as it would provide same to GTA, and in such event, the Agency shall be responsible for complying with all the terms and conditions of this Agreement that are applicable to GTA hereunder. Contractor shall invoice each Agency separately and each such Agency shall be solely liable for all Services and/or Devices, ordered or purchased under this Agreement or any purchase instrument issued by the Agency. GTA shall have no liability for any amounts owed to Contractor by other Agencies.

3. List of Plans and Reports.

- a.) Contractor shall request from the entities that purchase under this Agreement consent to the release of any required reporting information generally deemed Customer Proprietary network Information [CPNI]. The reporting information is for purposes of monitoring the contract and calculating the fees that are due and payable to GTA for administering the contract; providing accurate spend data to various internal employees; the Georgia State Legislation and any other entity that GTA is required by law to provide. Contractor shall provide the following Reports to GTA at least quarterly, or upon request. Entities have the right to decline to release this information, however, they may not purchase under this Agreement if they refuse to sign the release of the CPNI information.
- b.) Report. **(The Parties will meet to discuss the structure for the reports and shall be documented in an amendment to this agreement).**

4. Term and Renewal. The "Term" of this Agreement shall begin on the Effective Date and end on June 30, 2017. Thereafter, the Agreement may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1 – June 30). The terms and conditions of this Agreement shall apply during any renewals of the Term. The term of the Services and / or Devices ordered by Agencies hereunder shall begin on receipt of a Purchase Order from each procuring Agency and end upon the completion of the then current fiscal year.

5. Pricing and Payment.

5.1. Pricing and Billing. Pricing and procedures for billing and payment for Services and Devices shall be as specified in the RFP and the Proposal.

5.2. Payment. Each Agency agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Services and Devices have been accepted by the Agency as hereinafter provided. No late payment or interest shall accrue on past-due amounts.

6. Acceptance of Services and Devices and other Equipment.

Contractor shall perform any Services and deliver any Device in accordance with the schedule set forth in this Agreement or the time specified in a Purchase Order issued by GTA or the Agency (whichever is later). Unless otherwise agreed to by Contractor and the Agency, Contractor shall provide written notification of performance of any Services and delivery of any Device, to GTA or to the Agency ("Delivery Notice"). GTA or the Agency shall have thirty (30) days from the date of receipt of the Delivery Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance. Acceptance by GTA or the Agency may only be accomplished by an affirmative act on the part of GTA or the Agency pursuant to this Section and the failure of GTA or the Agency to issue an acceptance notice shall not be deemed an acceptance of the Services, Device or any portion thereof; however, lack of notice of acceptance or rejection by GTA or the Agency within sixty (60) days from the receipt of the Delivery Notice

shall constitute acceptance of the Device or Service. In the event GTA or the Agency issues a rejection notice, Contractor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor.

7. Warranty.

Contractor warrants that in providing the device and performing the services during the Term:

- a. Contractor will strictly comply with the descriptions and representations as to the Device and Services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear herein and Contractor will perform the Services on time:
- b. In addition to any express and implied warranties provided under law or given under other provisions of this Agreement, Contractor hereby expressly warrants that the Services to be performed hereunder will be performed as prescribed by the FCC Rules and its License from the FCC to operate as a wireless carrier in the licensed area.
- c. Contractor's Devices and other products, if any, will conform to generally applicable standards in the industry and Contractor shall use only new standard parts/materials or parts/materials equal in performance to new parts/materials unless otherwise agreed to in writing by GTA or by the Agency;
- d. The Device and Services will not be in violation of any applicable law, rule, or regulation, and Contractor will obtain all permits and licenses required to comply with such laws and regulations;
- e. The Device and Services will not violate or in any way infringe upon the rights of third parties, including proprietary information and non-disclosure rights, or any Intellectual Property rights. As used herein "Intellectual Property" shall mean any and all know-how, inventions, patents, copyrights, models, designs, trademarks, trade dress, trade secrets, discoveries, regulatory filings, or other information (Whether or not patentable and whether or not in tangible or intangible form), and any other industrial or proprietary rights, and any documentation relating thereto, and any and all applications for any of the foregoing, whether or not registered as of the Effective Date or any later date;
- f. Contractor is the lawful owner or licensee of all software, hardware, methods, methodologies and any pre-existing Intellectual Property used in the performance of the Services contemplated hereunder and Contractor has the right to permit GTA or the Agency access to or uses of such software, hardware, methods, methodologies and Intellectual Property;
- g. Contractor shall assign to GTA or to the Agency the manufactures' warranties for material furnished to GTA or to the Agency;
- h. All software present in the Devices or other Equipment and any update or revision to any such software shall be covered by the manufacturer warranties and indemnities that

are assigned to the Agency at the time of acceptance of the Devices and other Equipment. Contractor will, without charge to GTA or to the Agency, correct any defects and make any fixes, additions, modifications or adjustments to any of such software or any update or revision to such software as may be necessary to keep the software in operating order in accordance with specifications at all times during the applicable warranty period.

8. Personnel.

- a. All of Contractor's personnel shall comply with GTA or the Agency's reasonable confidentiality and security requirements while on GTA's or the Agency's premises. In the event that any of Contractor's personnel do not comply with such confidentiality and security requirements, GTA or the Agency, in its sole reasonable discretion, may request to have the personnel removed from the premises.
- b. If GTA or the Agency believes that the performance or conduct of any person employed by Contractor to perform any Services hereunder is unsatisfactory for any reason or is not in compliance with the provision of this Agreement, GTA or the Agency shall so notify Contractor in writing and Contractor shall promptly address the performance or conduct of such person, following their Contractor's Human Resources procedures.
- c. Contractor warrants that all persons assigned by it to the performance of this Agreement shall be employees of Contractor and shall be fully qualified to work under this Agreement. Contractor shall ensure that an adequate number of appropriately qualified personnel are employed and available to provide the Deliverable and Services in accordance with the schedule and maintenance requirements set forth in the RFP and this Agreement.
- d. With respect to any Contractor personnel designated as "Key Personnel", the assignment of such Key Personnel to perform the Services will be continuous throughout the term of the Agreement, except as approved by GTA or the Agency in the case of termination of employment of any such Key Personnel. The parties agree that such Key Personnel are essential to the Services offered pursuant to this Agreement. Contractor shall have complete control over assignment of account management, Agency support or other Contractor personnel. Contractor will make every effort to notify GTA or an Agency of any changes in GTA or Agency's account team. Any decision to remove Key Personnel will not be based on disability, age, sex, religion, national origin, race, color, or veteran status, or otherwise in violation of federal, state or local law.

9. Confidential Information.

- a. The parties acknowledge that in order to perform the service obligations called for in this Agreement, it may be necessary to disclose to each other certain confidential information ("Confidential Information"). Each party agrees that it shall not disclose, transfer, use, copy, or allow access to any such Confidential Information that is marked and identified as Confidential Information to any employees or to any third parties

excepting those who have a need to know such Confidential Information in order to allow Contractor to perform the Services and who have executed a nondisclosure agreement consistent with the provisions hereof.

- b. Neither party shall have any obligation of confidentiality with respect to any information which: (i) is or becomes (through no improper action or inaction of the receiving party or any of its affiliates, agents, consultants or employees) generally available to the public; (ii) can be demonstrated by the receiving party to have been in its possession or known by it prior to the receipt under this Agreement; (iii) is rightfully disclosed to the receiving party by a third party without restriction; (iv) is disclosed by the receiving party with the written approval of the disclosing party; (v) is developed independently by the receiving party; or (vi) is obligated to be disclosed by order of a court of competent jurisdiction.
- c. Notwithstanding the foregoing, GTA's obligations hereunder shall be subject to the provisions of the Georgia Open Records Act (O.C.G.A. §50-18-70 *et seq.*), as it may be amended from time to time.

9. License and Ownership.

- a. License. Contractor hereby grants to GTA or to the Agency and irrevocable, nonexclusive, worldwide, fully paid up, royalty-free license and /or sublicense to use, execute, maintain, and display the Intellectual Property and derivative works thereof and to prepare derivative works based upon such Intellectual Property. GTA or the Agency may copy the software provided hereunder as necessary to efficiently utilize such software. Without limiting the generality of the foregoing, such rights shall include copying: (i) for backup, archive or emergency restart purposes; (ii) for disaster recovery and disaster recovery testing purposes; (iii) to migrate the software for use on other computers and/or hardware; and (v) to store the software at any off premise location which GTA or the Agency uses for storage purposes.
- b. Exclusions. Except as expressly permitted by this Agreement, GTA of the Agency agrees that it will not: (i) lease, loan, resell, sublicense, or otherwise distribute the software to parties who are not State of Georgia government entities; (ii) permit third-party access to, or use of, the software, except as permitted in this Agreement; (iii) create derivative works based on the software; (v) reverse engineer, disassemble, or decompile the software; (vi) remove any identification or notices contained on the software. GTA or the Agency will notify Contractor if GTA or the Agency becomes aware of any unauthorized third party access to, or use of, the software.
- c. Ownership. Title to the Devices, Equipment and other deliverables shall remain with the Contractor until they are accepted by GTA or the Agency in accordance with Section 5 above, provided that Contractor shall retain all right, title and interest in the software and any accompanying documentation.

10. Indemnification.

Contractor hereby agrees to indemnify, protect and save harmless the State of Georgia, GTA,

each procuring Agency and the officers, directors and employees of each (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, losses, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office) for bodily injury, property damage and attorney's fees related thereto to the extent caused by gross negligence or willful misconduct of Contractor, its agents, employees, or others working at the direction or on behalf of Contractor, as provide in this Section.

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Indemnitees, of and from any and all claims, demands, liabilities, losses, costs or expenses (including court costs, reasonable attorneys' fees, and reasonable value of the time spent by the Attorney General's office), made by any third party alleging that any Devices or other Equipment or Service, as provided by Contractor, infringes a third party's Intellectual Property rights. Contractor shall be under no obligation to defend or indemnify the Indemnitees as set forth in this Section if such third party claim, suit, or other demand arises out of or relates to:

- (i) Contractor's compliance with GTA or the Agency's specifications,
- (ii) A combination of the Services, Devices or other Equipment with products or services not provided by Contractor or other than in accordance with applicable manufacturer's specifications
- (iii) Information, data, or other content not provided by Contractor unless otherwise approved by Contractor or consistent with the terms of this Agreement.

With respect to any pending or threatened claim, suit or other demand as to which Contractor is the indemnifying party, Contractor shall obtain for GTA, or the Agency the right to continue using the work product, deliverable, Service, Device or other Equipment or alternatively replace or modify the work product, deliverable, Service, Device or other Equipment so that they are functionally equivalent but non-infringing;

- a. The parties agree that nothing in this Agreement shall constitute authorization or direction by Contractor to add software or hardware to the Equipment, unless provided by, or on behalf of Contractor.
- b. If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Trust Fund (the "Fund"), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.
- c. Contractor shall, at its sole expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage entered into by Indemnitees shall be binding upon Contractor unless approved in writing by Contractor. Upon Contractor's request and subject to approval of the Attorney General of the State of Georgia, GTA will tender defense and control of any such action to Contractor, provided that no settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the State of Georgia unless approved in writing by the State of Georgia.

- d. Contractor's obligation to indemnify any Indemnitee will survive the expiration or termination of this Agreement by either party for any reason.
11. Termination.
- a. Termination for Default. Each party has the right to terminate this Agreement in whole or in part, if the other party breaches or is in default of any material obligation, which default is incapable of cure, or which, being capable of cure, has not been cured within ten (10) days after receipt of notice of such default (or such additional cure period as the nondefaulting party may authorize without limiting the generality of the foregoing, the occurrence of any one or more of the following events shall constitute an event of default:
- (i) Contractor fails to deliver or has delivered nonconforming Services, Devices, or other Equipment, or fails to perform any material requirement of this Agreement; or
 - (ii) Contractor fails to make substantial and timely progress toward performance of this Agreement; or
 - (iii) Contractor suspends or terminates its operation of business or, to the extent permitted by applicable federal or state law, Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law or GTA reasonably believes that Contractor has become insolvent or unable to pay its obligations as they accrue.
- b. Notice of Default. If there is an event of default by Contractor, GTA shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, GTA may:
- (i) Immediately terminate this Agreement, in whole or in part, without additional written notice;
 - (ii) Procure substitute Service, Device or other Equipment, from another source and charge to the Contractor the difference between the pricing set forth in this Agreement and the substitute contract; and/or
 - (iii) Enforce the terms and conditions of this Agreement and seek any contractual, legal or equitable remedies.
- c. Immediate Termination. GTA may terminate this Agreement, in whole or in part, immediately, without notice, if: (i) GTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect GTA's personnel, facilities or services, or (ii) Contractor is debarred or suspended from performing services on any public contracts, or (iii) any certifications or licenses as may be required hereunder are revoked or no longer in effect for any reason, or (iv) Contractor fails to comply with confidentiality laws or provisions, or (v) Contractor furnished any statement, representation or certification in connection with this Agreement or any applicable bidding process which is materially false, deceptive, incorrect or incomplete.

- d. Termination for Convenience. GTA may terminate this Agreement, in whole or in part, and without any penalty, for convenience or without cause upon thirty (30) days prior written notice to Contractor
- e. Termination for Lack of Funding. The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State so as to cause a State agency to incur a financial obligation unless funds to honor the obligation have been lawfully appropriated. If the source of payment for the charges payable hereunder no longer exist or are determined to be insufficient, this Agreement shall terminate immediately and without further obligation of GTA as of that moment. The determination of GTA as to the occurrence of the events stated herein shall be conclusive.
- f. Effect of Termination. In the event of termination of this Agreement for any reason, GTA will remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. Upon the termination or expiration of this Agreement:
 - (i) Contractor shall cease all work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs;
 - (ii) Contractor shall comply with GTA's instructions for the timely transfer of any active files and work product produced by Contractor under this Agreement and shall cooperate with GTA or its designee in any transition efforts; and
 - (iii) The parties immediately shall cease using and promptly shall return to each other all papers, materials and other property of the other then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is comprised of software, and in machine readable and printed formats to the extent such work is comprised of documentation).

12. Taxes.

- a. All fees payable to Contractor hereunder shall be free of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services, Devices or other Equipment. GTA is exempt from federal excise taxes, state and local sales and use taxes. Upon request, GTA or Agency will provide a certificate of tax exemptions which apply to this Agreement.
- b. Contractor shall be solely responsible for the payment, in a timely manner, of any and all taxes lawfully imposed upon it. Contractor further agrees to indemnify GTA from any loss, cost, claim, damage or expense arising therefrom. By executing this Agreement, Contractor certifies that it either: (i) is registered with the Georgia Department of Revenue, collects and remits State of Georgia sales and use taxes as required by Georgia law; or (ii) is not a "retailer" as defined in O.C.G.A. § 48-8-2. Contractor also acknowledges that GTA may declare this Agreement void or may terminate this Agreement for default if the above certification is false.

13. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL,

EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO: (A) LOSSES OR DAMAGES IN TORT; (B) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH WARRANTY OBLIGATIONS; (C) LOSSES ARISING FROM THE FAILURE TO COMPLY WITH CONFIDENTIALITY OBLIGATIONS; (D) LOSSES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (E) LOSSES ARISING OUT OF CONTRACTOR'S OBLIGATIONS TO INDEMNIFY ANY INDEMNITEE; OR (F) LOSSES COVERED BY INSURANCE.

14. Insurance.

- a. Contractor shall procure from carriers licensed to transact business in the State of Georgia insurance which shall protect the Contractor and the State of Georgia from any claims for bodily injury, property damage, or personal injury which may arise out of operations under this Agreement. Contractor shall procure the insurance policies at the Contractor's own expense and shall furnish to GTA an annual insurance certificate listing the State of Georgia as certificate holder. In addition, the insurance certificate must provide the following information:
- (1) Name and address of authorized agent;
 - (2) Name and address of insured;
 - (3) Name of insurance company (licensed to operate in Georgia);
 - (4) Description of coverage in standard terminology;
 - (5) Policy period;
 - (6) Policy Number;
 - (7) Limits of liability;
 - (8) Name and address of certificate holder;
 - (9) Acknowledgment of notice of cancellation to the State;
 - (10) Signature of authorized agent;
 - (11) Telephone number of authorized agent; and
 - (12) Details of policy exclusions in comments section of Insurance Certificate.
- b. Contractor is required to maintain the following insurance coverages during the Term of this Agreement:
- (i) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims.) .
 - (ii) Commercial General Liability Policy (Occurrence), to include contractual liability. The Commercial General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and the Commercial Umbrella Policy described below.
 - (iii) Business Auto Policy (Occurrence) to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's personnel in the performance of this Agreement. The Business Automobile Policy shall have dollar limits sufficient to insure that there is no gap in coverage between

this policy and the Commercial Umbrella Policy required under this Agreement.

- c. Neither the policy limits nor any other provision of any insurance policy shall be construed as a limitation on the indemnity obligations herein. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to GTA. Certificates of Insurance showing such coverage to be in force shall be filed with GTA prior to commencement of any work under this Agreement. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to GTA. All such coverage shall remain in full force and effect during the Term and any renewal or extension thereof.

15. Cooperation and Transition.

- a. Contractor, its employees, agents, and assigns, agree to cooperate fully in the defense of any litigation brought against GTA or Contractor relating to the Services, Devices or other Equipment provided hereunder, and each party shall give the other prompt notice of any such claim, demand, suit or proceeding.
- b. In the event that GTA enters into agreements with other contractors or government institutions for additional work related to the Services, Devices, or other Equipment provided hereunder, Contractor agrees to cooperate fully with such other parties. Contractor shall not commit any act which will interfere with the work performed by any third party as set forth herein.
- c. Upon expiration or earlier termination of this Agreement or any Services provided hereunder, Contractor shall accomplish a complete transition of the Services from Contractor to GTA, or to any replacement provider designated by GTA, without any interruption of or adverse impact on the Services or any other services provided by third parties. Contractor shall cooperate fully with GTA or such replacement provider and promptly take all steps required to assist in effecting a complete transition. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services hereunder.
- d. Contractor shall not commit any act which will interfere with the work performed by any such party as set forth herein.

16. Record Retention and Audit Rights.

Contractor shall, maintain accurate books, records, documents and other evidence concerning Contractor's financial status, billing and service records regarding the provision of the Service, Devices and other Equipment under this Agreement (collectively, "Records") for the latter of five (5) years after the final payment under this Agreement or such period (if any) as is required by applicable statute or for such period (if any) as set forth in the RFP. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles

("GAAP") and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

17 Independent Contractor.

In its relationship with GTA and the State of Georgia, and for all tax, liability and insurance purposes, Contractor agrees that it is an independent contractor. Contractor shall have the sole right to manage, control and direct the method, manner and means by which the Services are performed. Contractor shall be responsible for compliance with all laws, rules and regulations involving its employees, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of its agents, servants, employees, or suppliers shall become or be deemed to become agents, representatives, or employees of GTA or the State of Georgia. This Agreement shall not be construed so as to create a partnership or joint venture between Contractor and the State of Georgia. Contractor shall not hold itself out to be an employee or agent of GTA or use the name of GTA in its business in any way.

18 Trading with State Employees.

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20, *et seq.*, in any respect. Contractor agrees not to employ any individual whose employment would result in a violation of this law.

19 Drug Free Work Place.

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement. If Contractor is an entity other than an individual, it hereby certifies that: (a) a drug free work place will be provided for the Contractor's employees during the Term of this Agreement. Contractor may be suspended, terminated, or debarred if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3. Contractor may be suspended, termination or debarred if it is discovered that;

- (a) Contractor has made false certification there within;
- (b) Contractor has violated such certification by failure to carry out the requirements of the official code of Georgia annotated Section 50-24-3.

20. Compliance with Laws and this Agreement.

- a. Each party shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, rules and regulations. Contractor shall obtain and maintain, all approvals, permissions, permits, licenses, and other documentation required to comply with the requirements set forth in this Agreement and all applicable laws, rules or regulations.

- b. Certain device, or other equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Both Parties shall be responsible for complying with all export and re-export laws and regulations which may apply to the providing of or use of certain equipment, software and technical data provided hereunder. Both Parties will comply with all applicable foreign corrupt practices acts.
- c. Contractor certifies that Contractor have been debarred, suspended or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulations 48 C.F.R. Ch. 1 Subpart 9.4. Contractor immediately shall notify GTA if Contractor become debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by any federal entity.

21. Non-exclusivity.

This Agreement is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agency from obtaining like goods or services from other suppliers.

22. Vendor Lobbyist Certification.

Contractor hereby certifies that, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

23. Immigration and Security.

Contractor hereby certifies that, as of the Effective Date of this Agreement, it complies with the Immigration Reform and Control Act of 1986 (IRAC), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90. The form attached hereto as Exhibit B shall be completed by the Contractor certifying compliance with this Act.

24. Assignment and Delegation.

Contractor shall not assign any of its rights or delegate the performance of any of its duties under this Agreement without GTA's prior written consent, which shall not be unreasonably withheld or delayed. Any purported assignment or delegation shall be null and void. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. For the purpose of construing this provision, Contractor's merger or change in control of more than fifty percent (50%) of its direct or indirect legal, beneficial or equitable ownership shall be considered an assignment. Except, where Contractor is required to make an assignment of markets or operating entities based on an order from either the Federal Communication Commission (FCC) or Department

of Justice (DOJ). Contractor shall notify GTA as soon as possible of such order.

24. Fee for Administrative Services.

Contractor agrees to remit to GTA a fee for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for Contractor to meet this obligation. Contractor shall factor the Fee into its pricing and shall not separately itemize or invoice for the Fee.

- a. Contractor shall pay to GTA a Fee equal to one and one half percent (1.5%) of the total dollar amount collected from Agencies for all sales under this Agreement during each Payment Period (excluding sales taxes and adjusted for credits or refunds). Payment for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Payment for the quarterly Payment Period of October- December- 2013 is due on or before January. 30, 2014). Payments are to be mailed to:

Georgia Technology Authority
47 Trinity Avenue, 6th Floor,
Atlanta GA 30334
Attention: Accounts Receivable

Payments shall be made to the order of the Georgia Technology Authority. If the amount due for a Payment Period is less than ten dollars (\$10.00), no payment is required.

- b. Contractor shall submit a Usage Report for each Payment Period, even if no payment is due for the Payment Period. Usage Reports for each Payment Period must be received on or before the last day of the month immediately following the end of the Payment Period. (Example: Usage Report for the quarterly Payment Period of Jul. – Sept. 2013 is due on or before Oct. 31, 2013). Each Usage Report shall reflect, at a minimum, the following information for the applicable Payment Period:
 - (a) Contractor's name
 - (b) Contract number
 - (c) Payment Period/quarter
 - (d) Total dollar amount invoiced to Agencies (excluding sales taxes and showing any adjustments for credits or refunds)
 - (e) The number, date, and amount of Contractor's check to GTA.

GTA may require the Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

25. Miscellaneous.

A. Amendments.

The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be valid unless the same is reduced to writing and signed by both parties.

B. Headings.

The headings in this Agreement have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

C. Waiver.

The parties may waive this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties shall operate as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other party.

D. Severability.

All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties.

F. Remedies.

No remedies or rights herein conferred upon the parties are intended to be exclusive of any remedy or right provided by law, but each shall be cumulative and shall be in addition to every other remedy or right given hereunder or now or hereafter existing at law or in equity (including the right of specific performance).

F. Publicity.

Contractor shall not release without GTA's prior written approval any publicity regarding this Agreement, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor, identifying the State of Georgia, the GTA or any state agency receiving goods or services under this Agreement; however, Contractor may reference this Agreement in proposals for other contracts without GTA approval.

G. Applicable Law and Venue.

The laws of the State of Georgia, U.S.A, without regard to its conflict of laws principles, govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance and enforcement. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within

Fulton County, Georgia.

H. Counterparts.

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. No party shall be bound by this Agreement until all parties have executed it.

26. Web Site

Contractor shall develop a website for the State of Georgia that contains at a minimum the following items.

- a.) Current contract
- b.) All Amendments
- c.) Data Plans
- d.) Available Devices
- e.) Anything else for differentiation and product positioning

27. Entire Agreement.

This Agreement, including all exhibits and documents incorporated hereunder, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement and the documents incorporated herein. There are no conditions precedents to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

IN WITNESS WHEREOF the parties have caused the authorized representatives of each to execute this Agreement as of the Effective Date specified above.

GEORGIA TECHNOLOGY AUTHORITY

VERIZON WIRELESS (VAW) LLC (A DELAWARE LLC) d/b/a VERIZON WIRELESS AND CELLCO PARTNERSHIP (A DELAWARE PARTNERSHIP) d/b/a VERIZON WIRELESS AND VERIZON WIRELESS OF THE EAST LP (A DELAWARE LP) d/b/a VERIZON WIRELESS ("VERIZON WIRELESS")

By: 

By: 

Name: CHARLES BROOKS

Name: Todd Loccisano

Title: PROCUREMENT DIRECTOR

Title: Executive Director-Enterprise & Government Contracts

Any notice required or permitted under this Agreement will be sent to the Contract Representative named below, and shall be effective upon receipt as demonstrated by reliable written confirmation (for example, certified mail receipt, courier receipt or facsimile receipt confirmation sheet.) Each party will notify the other if their Contract Representative changes.

To GTA	To Contractor
Georgia Technology Authority	Verizon Wireless
47 Trinity Avenue, 3 rd Floor	One Verizon Place
Atlanta, GA 30334-9006	Alpharetta, GA 30004
Attn: Contract Management	Attn: Rick Long cc: Legal Counsel
Email address: contracts@ga.ga.gov	Email address: Richard.Long@vzw.com
Telephone Number: (404) 463-2300	Telephone Number: (404) 210-4415
Fax Number: (404) 651-5333	Fax Number: (678) 868-2083

ATTACHMENT A
Verizon Response to RFP 9800-GTA794

Verizon Wireless – Technical Proposal

**Response to Request for Proposal
RFP No. 9800-GTA794**

Wireless Communication Services

October 3, 2013, 2:00 p.m.





Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

October 3, 2013

Ms. Nanci Glazer-Gay, GTA Issuing Officer
Georgia Technology Authority
Procurement Management Office
47 Trinity Avenue, 3rd Floor
Atlanta, GA 30334

RE: Response to Request for Proposal No. 9800-GTA794 for Wireless Communication Services

Dear Ms. Glazer-Gay:

We are very pleased to submit Verizon Wireless' response to the Georgia Technology Authority's ("GTA") Request for Proposal No. 9800-GTA794. Verizon Wireless offers the most extensive and the most reliable cellular networks in the country, as well as the nation's most reliable high-speed wireless broadband network. We offer innovative choices for wireless services, including voice, data, messaging, Internet access, and e-mail.

With Verizon Wireless (or "Verizon"), GTA's mobile workforce will continue to be able to make calls, send email and download files on the nation's most reliable high-speed broadband wireless network. By selecting Verizon Wireless, GTA will continue to be among the most loyal wireless customers in the industry because more people select and stay with us than any other wireless carrier.

Verizon Wireless appreciates the opportunity to submit this response. No part of this proposal may be modified unless done so in writing and signed by an authorized representative of Verizon Wireless. This proposal is valid for one hundred twenty (120) days, unless otherwise agreed upon between GTA and Verizon Wireless.

We look forward to your favorable review of our proposal. Should you have any questions or need further clarification on any aspect of this offer, please contact Richard Long, National Account Manager, at 404-210-4415 or via e-mail at Richard.Long@vzw.com.

Sincerely,

Todd Loccisano
Executive Director – Enterprise & Government Contracts

Attachments

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Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

1.0 Introduction

1.1 Purpose of Procurement

The purpose of this Request for Proposal ("RFP") is to acquire Wireless Communications Services from Qualified Contractors as previously identified in RFQC 9800-000000794. It is the expectation that volume sales will result in substantial discounts for State of Georgia recognized governmental entities (as that term is defined in Section 1.2.2 below). Georgia Technology Authority (GTA) intends to award Agreements to multiple Qualified Contractors.

This RFP will provide the State of Georgia's recognized governmental entities a contract vehicle(s) based upon a liberal evaluation of a minimum set of requirements that will result in opportunities to choose from among multiple qualified suppliers. The flexibility envisioned in this initiative will include ample opportunity to include new technologies, products and services as this dynamic part of the information technology sector of the marketplace continues to evolve.

Verizon Wireless Response:

Noted and understood.

1.2 Overview of Procurement Process

1.2.1 Pursuant to the provisions of Official Code of Georgia Annotated (O.C.G.A.) § 50-25-7.2 and 50-25-7.3, GTA, by authority conveyed by State of Georgia, Department of Administrative Services (DOAS), State Purchasing Division (SPD), may solicit competitive sealed bids or competitive sealed proposals on behalf of any State of Georgia recognized governmental entity for this particular wireless service technology resource purchase. GTA has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and commodities described herein. However, competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids.

Verizon Wireless Response:

Noted and understood.

1.2.2 GTA will act as an agent for the procuring State of Georgia recognized governmental entity during the term of the procurement process, and may exercise any and all rights, powers and responsibilities available to such State of Georgia recognized governmental entity granted to GTA by the State of Georgia, DOAS, and SPD. After receipt of Offers, GTA may conduct Clarifications, Communications and/or Negotiations, as such terms are defined in the GTA Procurement Manual. As used herein, the term "State of Georgia recognized governmental entity" shall have the meaning to include any city, county, municipality or other political subdivision of the State that agrees to be bound by GTA's Procurement Manual for the limited purpose of GTA conducting, coordinating or facilitating this technology resource purchase or solicitation on their behalf.

Verizon Wireless Response:

Noted and understood.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

1.3 Background

GTA has the statutory responsibility to provide technology leadership for most State of Georgia entities, including selection and adoption of Information Technology policy and standards. GTA intends to establish convenience Agreement(s) with multiple Qualified Contractors (Contractors were qualified under RFQC 9800-000000794, Wireless Communication Services) for the provision of wireless products and services. Today, State of Georgia recognized governmental entities are acquiring these products and services from previously issued Agreements that have reached the end of their renewal options. The desired outcome will result in the opportunity to realize volume discounts for selected services and product offering flexibility to better serve any State of Georgia recognized governmental entity's business requirements.

Verizon Wireless Response:

Noted and understood.

2.0 General Requirements

2.1 Communications with State Staff

2.1.1 From the issue date of this RFP until Contract Award or cancellation of this procurement, the Qualified Contractors shall not communicate, for any reason, with any State staff, or Qualified Contractors working for the State, regarding this particular procurement, except through the GTA Issuing Officer named herein or his or her designee. In the event that the Qualified Contractor cannot reach the GTA Issuing Officer or believes there would be a conflict with communicating with the Issuing Officer, Qualified Contractor may communicate with GTA's Procurement Management Office, Director of Procurement. GTA reserves the right to reject the proposal of any Qualified Contractor who violates this provision.

Verizon Wireless Response:

Noted and understood.

2.1.2 All contacts with GTA Issuing Officer must be in writing. Violation of the foregoing may result in disqualification. No oral conversations or agreements with any officer, agent or employee of GTA or the State regarding this RFP are authorized, and if the same shall occur, they shall not affect or modify any terms of this RFP. No written statements of any persons other than those issued by the GTA Issuing Officer shall be binding on GTA, nor shall they affect or modify any terms of this RFP. Qualified Contractors may submit written Questions to the GTA Issuing Officer concerning this RFP by email. Telephone inquiries will not be accepted. Written inquiries received after the deadline for Questions specified in the Appendix A - Schedule of Events, may or may not be accepted or responded to by GTA. Submit all written inquiries to the Issuing Officer at the contact information provided on the cover page of this RFP.

Verizon Wireless Response:

Noted and understood.

2.1.3 Questions submitted via email should be in MS Word format. Additionally, Question should be submitted in the following table format:

QUALIFIED CONTRACTOR'S COMPANY NAME	
Referenced RFP Section	Question



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood.

2.1.4 All written Questions and any written responses will be emailed to all Qualified Contractors at the email address submitted on Appendix B — Qualified Contractor's Information. GTA makes no representations or warranties as to the completeness or accuracy of any response; nor does GTA undertake to answer all Questions asked. Responses to written, emailed Questions are provided for informational purposes only and do not amend or otherwise alter the RFP, *unless expressly incorporated into a formal addendum to this RFP*. All parties are on notice that this RFP may be amended only by written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer (See subsection entitled, "Addenda and Supplements to the RFP" below).

Verizon Wireless Response:

Noted and understood.

2.2 Schedule of Events

The anticipated timetable, including the Proposal Due Date and other important dates, are set forth in **Error! Reference source not found..**

Verizon Wireless Response:

Noted and understood.

2.3 Addenda and Supplements to the RFP

2.3.1 This RFP consists of this Request for Proposal and all appendices attached hereto and any written addenda to this RFP specifically identified as such and issued by the GTA Issuing Officer. The procurement rules of GTA as set forth in GTA Procurement Manual are incorporated herein by reference. No other information in any form, including any other information posted on the GTA website or on the Georgia Procurement Registry (GPR) website, shall be deemed part of this RFP.

Verizon Wireless Response:

Noted and understood.

2.3.2 GTA reserves the right to, and may, amend, modify or cancel this RFP without prior notice, at any time, at its sole discretion. In the event that it becomes necessary to revise or supplement any part of this RFP, a written addendum shall be emailed to each of the Qualified Contractors at the email address provided on Appendix A. It is the Qualified Contractor's responsibility to check their email on a daily basis, as such, the Qualified Contractor will be held accountable for any addenda to the RFP. Qualified Contractors may not discuss GTA requirements, preparation of proposals in response to this RFP, or technical questions with any GTA or State personnel other than the GTA Issuing Officer or as otherwise specified in this RFP.

Verizon Wireless Response:

Noted and understood.

2.4 Acceptance of RFP Terms

Once the proposal due date has passed, a proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFP acknowledges acceptance by the Qualified Contractor of all terms and conditions of participation in this procurement as set forth in this RFP. The Qualified Contractor, by signing the proposal letter, certifies that it accepts all of the terms and conditions of participation in this procurement as set forth in this RFP, in full, without reservations, limitations, assumptions, restrictions, caveats, or any other type of Qualification, except for those exceptions to the Agreement noted in writing and submitted within Qualified Contractor's Proposal. Further, the cover letter to any GTA-issued addenda to this RFP must be signed and returned with the proposal.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless agrees to accept the terms and conditions set forth in this proposal, except to the extent that Verizon Wireless has taken issue with any of those terms and conditions in its exceptions, in which case Verizon Wireless agrees to the terms with the modifications recommended in its response.

2.5 Costs of Preparation

The Qualified Contractor shall be solely responsible for the costs incurred in the preparation of a response to this RFP.

Verizon Wireless Response:

Noted and understood.

2.6 Contract Award

A Notice of Award will be posted to the Georgia Procurement Registry website. Such posting shall constitute official and public notice of a Contract Award.

Verizon Wireless Response:

Noted and understood.

2.7 Agreement Term

~~The Agreement term will begin upon the Effective Date stated in the final Agreement executed between GTA and the Successful Qualified Contractors. GTA anticipates that the initial term of this Agreement shall be from the Effective Date until June 30, 2015. There may be up to five (5) one-year renewals of the term at the sole discretion of GTA. Renewals are not guaranteed. GTA may elect to exercise one or more options to renew in its sole discretion. Renewals shall only be effective upon an affirmative action of GTA to expressly renew the Agreement.~~

The "Term" of the resulting "Agreement" shall begin on the Effective Date and end on June 30, 2017. Thereafter, the "Agreement" may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1-June 30).



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood. Per Addendum No. 02 dated September 24, 2013, GTA revised the Agreement Term language as indicated above.

2.8 Protests

Any protest in connection with this procurement must be submitted in strict accordance with GTA Protest Policy, Appendix I.

Verizon Wireless Response:

Noted and understood.

2.9 Confidential/Proprietary Information

2.9.1 Qualified Contractors are hereby given notice that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50-18-70 et seq.). GTA receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by GTA of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Qualified Contractors who decide to submit, as part of their Technical Proposal, information that they believe should be exempt from disclosure under the Open Records Act, shall clearly mark, with specificity, only those elements of each document they reasonably consider confidential as "confidential", "proprietary" or "exempt", and state the legal basis for the exemption of each such element with supporting citation(s) to the Georgia Code.

Verizon Wireless Response:

Noted and understood.

2.9.2 Pursuant to Georgia Law, if any information marked as specified above is requested under the Open Records Act, GTA shall make a determination as to whether any exemption actually exists for GTA to deny the request for disclosure. GTA will withhold any such information from public disclosure under the Open Records Act only if GTA determines, in its sole discretion, that there is a legal basis to do so.

Verizon Wireless Response:

Exception. GTA and the Agencies should follow the process laid out in the Open Records Act and should notify the Vendor of any request and allow the Vendor the option to protect it.

2.9.3 All information that is not properly identified or marked as specified in the preceding paragraph may be presumed by GTA to be subject to disclosure under the Georgia Open Records Act. Any technical proposal that is marked in its entirety, or in unreasonably large part, as confidential, proprietary and/or exempt may be presumed by GTA to be entirely subject to disclosure under the Georgia Open Records Act without further obligation of GTA to determine what portions of such proposal may, in fact, be excepted from disclosure.

Verizon Wireless Response:

Noted and understood.

2.9.4 Notwithstanding anything to the contrary in this section, GTA will not withhold any part of a price proposal or other offer of pricing from disclosure under the Georgia Open Records Act after Contract Award or cancellation of this procurement.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood.

2.9.5 All material submitted regarding this RFP becomes the property of GTA.

Verizon Wireless Response:

Exception. Verizon Wireless acknowledges that although GTA may retain possession of copies of our proposal, all Verizon Wireless information furnished in our proposal remains the exclusive property of Verizon Wireless.

2.10 Agreement

2.10.1 References to "GTA" in the following subparagraphs of this Section 2.12 shall mean GTA and/or the applicable signing State of Georgia recognized governmental entity.

Verizon Wireless Response:

Noted and understood.

2.10.2 GTA's terms and conditions are set forth in the proposed agreement (Appendix H). Qualified Contractor may submit exceptions or alternative language by clearly identifying all changes in bold or in a manner similar to the MS Word "tracked changes" feature. Any undocumented changes made to the Agreement shall be grounds for immediate termination of the Agreement at any time at GTA's sole discretion. GTA reserves the right to reject or negotiate any or all of Qualified Contractor's exceptions or alternative language submitted with Qualified Contractor's proposal. Only those exceptions or alternative language shall be eligible for such negotiation. GTA reserves the right to modify, add, or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.

Verizon Wireless Response:

Noted and understood.

2.10.3 Qualified Contractor will enter into individual subscription agreements/electronic ordering document with State of Georgia recognized governmental entities. Such subscription agreements/electronic ordering document may not contain terms and conditions that are at variance with the final Agreement between Qualified Contractor and GTA. Qualified Contractors must submit their proposed subscription agreement/electronic ordering document with the Proposal response for GTA review and approval.

Verizon Wireless Response:

Noted and understood.

2.10.4 Prior to award GTA may conduct communications, clarifications and/or negotiations (collectively referred to as, "discussions") for the purpose of finalizing the Agreement with Qualified Contractor(s).

Verizon Wireless Response:

Noted and understood.

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

2.11 Small and Minority Business Policy and Tax Incentive

It is the policy of the State of Georgia that small and minority business enterprises shall have a fair and equal opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all small and minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to small and minority business enterprises. There is a Minority Sub Contractor Georgia Income Tax Incentive opportunity. See O.C.G.A. § 48-7-38. Qualified Contractor's interested in taking advantage of the Georgia income tax incentives, relative to the use of minority sub-Contractors in the performance of contracts awarded by the State of Georgia, should address their Questions to the Governor's Small Business Center, see address below:

The Governor's Small Business Center
Re: Minority Sub-Contractor Tax Incentive 200
Piedmont Avenue, S.E.
Suite 1304, Sloppy Floyd Building, West Tower Atlanta,
Georgia 30334-9010
[E-Mail: gsbc@doas.ga.gov](mailto:gsbc@doas.ga.gov)

Verizon Wireless Response:

Noted and understood. Verizon Wireless does not anticipate engaging any subcontractors to fulfill GTA's requirements; however, we do engage third parties to provide roaming service for our customers.

2.12 Exceptions to RFP Requirements

- 2.12.1 Exceptions to a statement or requirement of this RFP shall not be grounds for an automatic disqualification of a Qualified Contractor, regardless of the use of permissive language (e.g. "may," "should" "prefer," "desires" or "desirable") in this RFP. Qualified Contractors must clearly identify, in writing, any and all exceptions as a part of their Proposal. However, any exception may negatively affect Qualified Contractor's score.

Verizon Wireless Response:

Noted and understood.

2.13 Miscellaneous

- 2.13.1 *GTA has prequalified four (4) Qualified Contractors to receive this RFP. The Qualified Contractors are prequalified as a result of RFQC 9800-000000794, State of Georgia Wireless Service. These four (4) Qualified Contractors are the only Qualified Contractors that can respond to this RFP. No other response(s) will be accepted and no other respondent(s) will be allowed to participate.*

Verizon Wireless Response:

Noted and understood.

- 2.13.2 In addition to those rights reserved elsewhere in this RFP, GTA reserves the right to: (a) waive minor variances, irregularities, Proposal formalities, or defects in a proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this RFP; (c) request Clarifications, conduct Communications or Negotiations (collectively referred to as "discussions") with any Qualified Contractor; (d) request resubmissions from all Qualified Contractors; and (e) make partial, progressive or multiple awards.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood.

2.13.3 DISCLAIMER: ALL STATISTICAL AND FISCAL INFORMATION CONTAINED IN THIS RFP AND ITS EXHIBITS, INCLUDING AMENDMENTS AND MODIFICATIONS THERETO, ARE PROVIDED "AS IS," WITHOUT WARRANTY, AND REFLECT THE GTA'S BEST UNDERSTANDING BASED ON INFORMATION AVAILABLE TO GTA AT THE TIME OF RFP PREPARATION. NO MATERIAL INACCURACIES IN SUCH DATA SHALL CONSTITUTE A BASIS FOR AN INCREASE IN QUALIFIED CONTRACTOR'S PROPOSED PRICING OR AN INCREASE IN PAYMENTS TO THE QUALIFIED CONTRACTOR. SUCH INACCURACIES SHALL NOT BE A BASIS FOR DELAY IN PERFORMANCE NOR A BASIS FOR LEGAL RECOVERY OF DAMAGES, ACTUAL, CONSEQUENTIAL OR PUNITIVE, EXCEPT TO THE EXTENT THAT SUCH INACCURACIES CAN BE SHOWN BEYOND A REASONABLE DOUBT TO BE THE RESULT OF INTENTIONAL MISREPRESENTATION BY GTA.

Verizon Wireless Response:

Noted and understood.

2.13.4 The successful Qualified Contractor(s) will always be responsible for the performance of the sub-Contractor obligations resulting from the RFP. Accordingly, the Qualified Contractor is not relieved by non-performance of any subContractors.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless does not anticipate engaging any subcontractors to fulfill GTA's requirements; however, we do engage third parties to provide roaming service for our customers.

3.0 Requirements

3.1 OVERVIEW

GTA has designated certain Minimum and Technical Requirements as necessary to do business with the State of Georgia for the provisioning of state-wide wireless service (which will include broadband, wireless, voice and data and telemetry as defined in Appendix J, Glossary, of this RFP). GTA must see a confirmation that the Qualified Contractor will provide these Minimum and Technical Requirements throughout the life of the Qualified Contractor's contract with the State. Failure to see a confirmation that the Qualified Contractor will provide the certain Minimum and Technical Requirements may result in the delay of a fully executed Agreement until an agreement is concluded with the Qualified Contractor.

Verizon Wireless Response:

Noted and understood. Verizon Wireless agrees to provide the minimum and technical requirements throughout the life of its contract with the State and to accept the terms and conditions set forth in this proposal, except to the extent that Verizon Wireless has taken issue with any of those terms and conditions in its exceptions, in which case Verizon Wireless agrees to the terms with the modifications recommended in its response.

By confirming each of the Minimum and Technical Requirements, your company is affirming that each of these will be part of the overall service to the State of Georgia during the duration of this contract. Additionally, you are also affirming that failure to meet or maintain these Minimum and Technical Requirements during the life of the contract will be considered as a service default to the intentions of this contract and to the consumers of this contract.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood with clarification. Noted and understood with clarification. Verizon Wireless agrees to accept the terms and conditions set forth in this proposal, except to the extent that Verizon Wireless has taken issue with any of those terms and conditions in its exceptions, in which case Verizon Wireless agrees to the terms with the modifications recommended in its response.

Verizon Wireless reserves the right to cure within thirty (30) days of receipt of written notice from GTA.

GTA reserves the right to communicate the actions of the company to the public on the GTA website.

Verizon Wireless Response:

Noted and understood.

All of the identified Minimum and Technical Requirements are considered the foundation of the agreement in APPENDIX H. GTA reserves the right to consider rejection of the Technical Requirements.

Verizon Wireless Response:

Noted and understood.

3.2 MINIMUM REQUIREMENTS

Important Information

Companies currently under contract with GTA/Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products that they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and all services/products that are hyperlinked from the GTA website.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

Companies not currently under contract with GTA/New Services

Companies without a current contract with GTA will provide the requested information as described herein.

Verizon Wireless Response:

Not applicable.

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

The following section contains explanations of the technical requirements GTA is seeking.

3.3.1.1 Website Establishment

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and plans that are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B in the Column Headed Grandfathered Affirmation that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then GTA expects to see a confirmation, recorded in Appendix B in the Column Headed New Service Affirmation that the Qualified Contractor will provide the certain Technical Requirement. GTA expects to see the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.1.a Overview

GTA intends to hyperlink the Qualified Contractor's website making it a direct link of the GTA website. The Qualified Contractor's website will be the primarily ordering vehicle for State customers. It is anticipated that all GTA authorized products and services will be posted on the Qualified Contractor's website.

Verizon Wireless Response:

Noted and understood.

Additionally, GTA expects that all documents approved by GTA will be available through the Qualified Contractor's website.

Verizon Wireless Response:

Noted and understood.

Any and all price changes or other modifications to the information contained on the website must be approved in writing by GTA prior to publishing the website.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

Verizon Wireless Response:

Noted and understood.

GTA expects to see a confirmation, recorded in Appendix B under the appropriate column heading that the Qualified Contractor will provide these certain Technical Requirements.

Verizon Wireless Response:

Noted and understood.

Should your company not have a current contract with GTA, then you will provide a mockup of your intended website that will be used by ordering entities and record the response in Appendix labeled Supplemental and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information

The Qualified Contractors will provide State customers, promotions, ordering information, contracting information, and other authorized information to allow State customers additional understanding of the Qualified Contractor's company or market trends. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.1.c Secure Web Access

GTA requires that governmental entities have the ability (upon request) to access their individual customer information, such as billing and service plans, via a secure web site. Governmental entities will work directly with Qualified Contractors to set up individual user ID/password allocations. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. My Business Account is the online self-service tool for business and government customers. My Business Account enables you to view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business Account's functionality.

My Business Account is organized by easy-to-use links. Simply click on the link you need based on what you want to accomplish. My Business Account has the following functionality:



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- Administration – The Administration link enables your designated employees to perform several useful functions that help manage your account. From the Administration link, you can view GTA's profile, manage billing accounts, create business or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by your designated employees directly in My Business Account. Business Structures enable you to organize your billing accounts by department, geographic territory, or in whatever way best meets your needs. By doing so, you will be able to see a cost summary for each Business Structure. For example, GTA may have 50 mobile numbers and 10 billing account numbers. Your designated employees could create a Business Structure for your Marketing department, another for Finance and another for Sales, etc.
- Statements – The Statements link provides a quick, easy method for GTA to review your balance, last payment and a summary of current charges. In addition, you can view usage and charges related to your entire organization or a particular account. From the Statements page, you can easily view or print your bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.
- Payments – The Payments link enables you to apply payments to your account(s). You can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The Payments link can also send email notifications to you if a payment is reversed or declined.
- Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.
- Help – The Help link is a tool for GTA's designated employees to demonstrate how to use My Business Account and to find answers to frequently asked questions. The My Business Account “Online Tutorial” can be found in the Help link and is a useful tool to train your designated employees on how to use the application. The Support link under Help provides interactive demos on how to set up Business Structures, make payments and manage users.
- Account Maintenance – Your designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can make ESN changes online and initiate device upgrades from this link.
- Order Online – Your designated employees can use the Web portal to order new devices and accessories when logged into My Business Account. The ordering site is customized with GTA's name and reflects your pricing and equipment discount. This provides your designated employees greater flexibility in placing orders right from their own desktop via a single login.

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link:

<https://mblogin.verizonwireless.com/amserver/UI/Login?realm=vzwmb&goto=https%3A%2F%2Fb2b.verizonwireless.com%3A443%2Fsms%2Famsecure%2Flanding%2Foverview.qo>



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3.3.1.1.d Website Completion/Availability

The Qualified Contractor's website must be minimally complete (GTA approved) prior to processing orders under this contract. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.2 Wireless Communications Service

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.2.a Overview - Cellular / Wireless Commercial Service

GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system's published service area.

Verizon Wireless Response:

Noted and understood.

Should your company not have a current contract with GTA, then you will provide a map of Georgia indicating your coverage areas. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.

3.3.1.2.b Protocol

GTA requires that the Qualified Contractor will provide service digital protocol being used (e.g. TDMA, GSM) and the designation of all applicable TIA/EIA standard(s). GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon uses the Code Division Multiple Access (CDMA) standard operating in the 1900 MHz Personal Communications Service (PCS), and cellular (800MHz) spectrum bands. We use 700 MHz spectrum for our 4G LTE network.

We regularly evaluate opportunities to obtain additional spectrum at Federal Communications Commission (FCC) auctions or through private sale. For instance, we acquired 122 AWS (advanced wireless services) spectrum licenses from SpectrumCo, a joint venture formed by Comcast, Time Warner and Bright House Networks on December 2, 2011. By increasing spectrum, we solidify our wireless network leadership and ensure we can continue to deliver the most innovative products and services to our customers. As market demand increases for faster wireless speeds, more advanced applications and machine-to-machine services, this additional spectrum perfectly positions us to offer our customers the most technologically advanced, reliable network - now and into the future.

Verizon operates the nation's largest 4G LTE network and largest, most reliable 3G wireless network.

LTE Technology

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

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

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

LTE provides significant benefits that extend beyond traditional day-to-day wireless communications. Our LTE network is best suited to support the needs of new, rich, and exciting solutions – it offers significantly increased data rates, much lower latency and better coverage. LTE's more efficient use of bandwidth, as compared to existing 3G wireless technologies, makes high bit rate applications more viable for consumer use.

Our 4G LTE network offers a number of benefits, including:

- High peak speeds: The Average User Data Rate (downlink) is greater than or equal to 5 Mbps; and the Average User Data Rate (uplink) is greater than or equal to 2 Mbps.
- Low latency: Below 50 ms round trip over the airlink within the Verizon wireless network.



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- Scalable bandwidths: Bandwidth allocation of 1.4, 3, 5, 10, 15, 20 MHz; scalable bandwidth provides the flexibility for deployment and capacities.
- Improved spectrum efficiency: Spectrum efficiency refers to how limited bandwidth is used by the access layer of a wireless network. Improved spectrum efficiency allows more information to be transmitted in a given bandwidth, while increasing the number of users and services the network can support.
- Improved cell-edge data rates: Not only does spectral efficiency of LTE improve near cell towers, it also improves at the coverage area or cell edge, which makes more bandwidth available at the cell edge. Data rates improve two to three times at the cell edge over the previous benchmark
- Seamless performance: Reducing handover latency and packet loss are critical to delivering a quality service. This reduction is considerably more challenging with mobile broadband than with fixed-line broadband where the time variability and unpredictability of the channel become more acute, creating the issue. Additional complications arise from the need to hand over sessions from one cell to another as users cross coverage and frequency boundaries. These handover sessions require seamless coordination of radio resources across multiple cells. In the past, 3G networks split both voice and data signals. 4G LTE uses an Evolved Packet Core that is 100% IP based facilitating simultaneous voice and data communications.

CDMA Technology

Our CDMA technology offers the following advantages over other technologies:

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

Our CDMA technology has enabled us to provide the nation’s most reliable nationwide broadband network. Our 3G Mobile Broadband data service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps. Our 3G CDMA technology also provides authentication and data protection and is compatible with many virtual private networks.

Verizon Wireless is a member of the 3rd Generation Partnership Project (3GPP) and (3GPP2) international standards organization that set the requirements / standards for LTE and CDMA networks. Our network design standards, coupled with the inherent efficiency of our CDMA technology, have resulted in Verizon Wireless leading the wireless industry in network reliability.

Wireless Standards

Many of the equipment manufacturers that we utilize are certified through ISO. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the ISO 27002.2005 and NIST standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.



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We maintain a supportive role in organizations established to develop and promote industry standards, such as CTIA, Wireless Data Forum, CDMA Development Group, Electronics Industry Association/Telecommunications Industry Association, CSRIC, ISO and IEEE; and we participate in government-sponsored efforts, such as EFS and NSIE.

Our executives are active participants in national wireless industry associations and organizations focusing on the latest technology and public policy developments. They are invited regularly by these groups to share their knowledge and expertise through leadership positions within these organizations.

3.3.1.2.c Devices

GTA requires that the Qualified Contractor identify and describe advanced wireless devices that are supported on Qualified Contractor's network, in addition to the basic cellular and wireless devices. Advanced wireless devices may include, but need not be limited to, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate any or all the following features and technologies — email, web, phone, GPS, MDS, SMS, organizer, software applications to include other IEEE 802.xx standard. ***Should your company not have a current contract with GTA, then you will identify and describe your top 5 (offered) basic and advanced wireless devices that are supported on Qualified Contractor's network.***

Verizon Wireless Response:

Noted and understood.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement and the top 5 offered basic and advanced devices **recorded in a separate Appendix labeled "Supplemental" and include with the response.**

Verizon Wireless Response:

Noted and understood. Verizon Wireless has provided an equipment matrix as an Exhibit to this response.

3.3.1.2.d Software Applications

GTA requires that the Qualified Contractor identify the top 5 most frequently used third party software applications and/or integrated solutions for Qualified Contractor's proposed wireless devices. ***Should your company not have a current contract with GTA, then you will provide a list of your top 5 third party software applications.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Exception with clarification. Verizon Wireless works with a wide variety of third-party vendors in determining the best solution for each customer's specific needs. Therefore, it would not be equitable to list any specific third-party vendors as the most frequently used to support or complement our products and services.

Our wireless services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your employees access to the applications they use the most, such as email, business-specific applications, third-party applications and more – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help your business run more smoothly and efficiently.

Every business can benefit from smart alliances. That's why we've teamed with leading solution providers to promote a range of innovative solutions that can help you transform GTA and reach your communication goals. Plus, we provide the expertise and experience you need to help you manage your solution from planning to implementation. For a complete list of solutions from our Partner Program and Open Development Initiative, please visit our solution finder at <http://solutionfinder.verizonwireless.com>.

Your account team can arrange a meeting to discuss which partner's solutions may best suit your requirements.

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

3.3.1.3.a Cellular/ Wireless Voice Service Offerings/Plans for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Voice - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the current Contractors of wireless service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.b Cellular / Wireless Data Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Data service under a category of "Grandfathered - Data - Unlimited Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Data service. ***This requirement applies only to the current Contractors providing wireless data service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.c Wireless Cellular Text Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Text - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the current Contractors of wireless service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.



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Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.d New Cellular/ Wireless Voice Service

Qualified Contractors that do not currently hold a contract with GTA will insure that Voice Pooled Minutes are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.

3.3.1.3.e New Cellular / Wireless Data Service

Contractors that do not currently provide service will insure that Unlimited Data are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

Grandfathered

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information, recorded in Appendix B.

Verizon Wireless Response:

Not applicable.

3.3.1.4.a Activation Fees.

GTA requires that no Activation fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.



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Verizon Wireless Response:

Noted and understood. Verizon Wireless will waive the Activation Fees of GTA Government Subscribers.

3.3.1.4.b Upgrade/Trade In Fees.

GTA requires that no Upgrade/Trade- In fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. GTA's Government Subscribers will be eligible for promotional pricing beginning month 10 of a one-year line term, as well as any special government offers we may make available. Of course, GTA Government Subscribers may purchase equipment at non-discounted full retail pricing at any time.

3.3.1.4.c Early Termination Fees Applied for Transferring From Existing Contracts (if applicable) to New Contract.

GTA requires that any governmental entity receiving wireless communication services from a Qualified Contractor under a pre-existing agreement be permitted to elect to receive similar services from such Qualified Contractor (if such Qualified Contractor subsequently obtains a Contract Award under this RFP) without being subject to any early termination fees or other penalties as may be provided under such pre-existing service agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Currently Verizon Wireless does not charge activation fees for Government Subscribers or charge for mobile telephone number changes during the implementation period. However, you may wish to wait until current contracts expire before porting wireless lines to us in order to avoid any penalties or fees that may be associated with the termination of services with other carriers. We encourage you to contact your current wireless carrier[s] to review existing contract obligations.

3.3.1.4.d Penalties

GTA requires that no governmental entity will be held liable for penalties of any kind, including but not limited to interest on late payments, cancellation charges, or early termination charges. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. In certain circumstances additional charges may apply. For example:

- While Verizon does not charge customers for standard wireless equipment delivery terms, there may be charges associated with rush orders or expedited deliveries requested by GTA.

Prices listed do not include state and local sales tax and other applicable taxes and regulatory fees, charges or pass-through assessments, which are subject to change without notice.

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3.3.1.4.e Taxes

GTA requires that the Qualified Contractor be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by the Qualified Contractor; franchise or privilege taxes on its business; gross receipts taxes to which it is subject; and income taxes. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.4.f Invoicing and Invoice Layout/Billing Detail

GTA requires that the Qualified Contractor invoicing system should have the capability to be itemized by type of service, users/devices, and additional features. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Please see Verizon Wireless' response to Section 3.3.1.1.c above regarding My Business Account.

3.3.1.4.g Payment Responsibility

GTA will be responsible for services provided to GTA, and will not be responsible for payments for any services rendered to individual Agencies. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.4.h Agency Subscriber Agreement/Electronic Ordering Document

GTA expects for each user entity to be issued an Agency Subscriber Agreement/Electronic Ordering Document that cannot be in conflict with the Master Agreement. Should your company not have a current contract with GTA, then you will provide a draft of the Agency Subscriber Agreement/Electronic Order Document. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless has included an Agency Agreement as an Exhibit to this response.

3.3.1.4.i Reporting

Quarterly

GTA requires that a quarterly summary report be provided to GTA during the term of the Agreement setting forth the current usage of services listed by State of Georgia recognized governmental entity and total cost for each governmental entity. This report will be in an MS Excel 2010 and must be emailed to the following



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address: contracts@gta.ga.gov. GTA has provided a sample quarterly summary report as Appendix K. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Per GTA's Questions and Answers document dated September 16, 2013, "Appendix K was a sample of the type of information GTA is seeking. GTA will need to negotiate the actual format after award."

Clarification. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

Verizon can provide you with Quarterly Business Reviews (QBRs) upon your request. These QBRs include, but are not limited to: a review of your recent account activity; cost saving opportunities and account optimization strategies; a discussion of new technologies, products and services; and any other items that you would like to discuss with us.

Usage

GTA may require the Qualified Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Qualified Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

Verizon Wireless Response:

Noted and understood.

Online Reporting

My Business Account can assist you in managing your wireless usage, evaluating trends and creating reports. My Business Account is designed in an easy-to-use, accessible format. You can manipulate and export data into GTA's required formats through the use of Microsoft applications.

With My Business Account you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number.
- View individual phone information, such as airtime usage and call detail.
- Modify mobile number information to allow for specific, customized analysis.

My Business Account provides a wide variety of comprehensive templated reports, such as:

- Charges Reports - These reports can provide information on multiple or individual accounts. Titles of these reports include:

Additional Charges Report	Airtime Charges Detail Report
Analyze Phone Charges – Account Number	Analyze Roaming Calls - Duration
Top 10 Most Expensive Calls	



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- Usage Reports - These reports can provide usage and cost information for a single MDN. Titles of these reports include:

20 Longest Calls	Top 20 Out of Network Calls
Call Detail Report – Account Number	Call Detail Report – User Name
Data Usage Report – Account Number	Grand Total Report
Mobile to Mobile Report – Account Number	Monthly Usage Report
Total Data Share Report	Unbilled Usage Report

- Other reports are also available. Titles of these reports include:

Billing Structure	Customer Invoice Management Report - Details
Deactivated MTN Report	Device Report
Global Summary	MTN Report
Raw Data Download (available by request)	

You can add or remove fields from most existing templated reports. You can also create customized reports for the way GTA does business, including just the information you need – selecting from over 300 different reporting fields and order the fields in any sequence you want for your reports. You can save and schedule reports in advance, and receive an email when they are ready to be downloaded. You can also share saved reports with others in GTA or keep them private and change sharing status as needed.

Raw Data Download

If GTA would like to create custom reports, the raw data from your bills is available online. Raw data download (RDD) is a representation of your wireless bills and does not include any of the reporting structures you design in My Business Account. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement.
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement.
- Account and Wireless Summary - Represents the wireless number summary section of a statement.
- Wireless Usage Detail - Represents the usage section of a statement.

RDD is available after the bill statement date for the account with the latest bill cycle. For example:

- If GTA has four accounts, each with the following differing statement dates: the 1st, 6th, 15th and 28th of the month, RDD should be available around the 7th of the next month.
- If GTA has accounts, all with the same statement date, for example the 6th of the month, RDD should be available on the 13th of the month.



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While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available. Your Account Manager can provide further details.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Noted and understood with clarification. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

3.3.1.4.j Release of Information Consent

GTA expects that all participating entities are deemed to have consented to the release of any required reporting information to the GTA (including information generally deemed Customer Proprietary network Information (CPNI) for the purposes of monitoring the contract, calculating the fees that are due and payable to GTA and to address specific ad hoc questions posed by news media, internal GTA personnel or elected officials. This information includes but is not limited to and total cost for each governmental entity. Users have a right to decline to release this information; however, they may not purchase under the GTA contract if they choose to do so. All qualified contractors will have approximately 180 days from contract award to obtain the necessary consent. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Exception. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

3.3.1.5 Services Features and Attributes

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.



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Verizon Wireless Response:

Not applicable.

3.3.1.5.a Customer Support .GTA requires that a 24/7 customer support must be made available through Qualified Contractor's website, as well as a toll-free telephone number. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. GTA can obtain customer support through our Web-based ordering and reporting tool – My Business Account - with features that include online ordering, general account maintenance, paperless billing and online bill pay.

In addition, our Business and Government Customer Operations teams are trained to address your employees' inquiries related to our wireless services. They operate out of five full-service centers across the country. Their locations and hours of operation are generally as follows:

- Midwest - Warrendale, Pennsylvania and Dublin, Ohio available weekdays 7:00 a.m. to 9:00 p.m. ET;
- Northeast - Hanover, Maryland available weekdays 7:00 a.m. to 9:00 p.m. ET;
- South - Alpharetta, Georgia available weekdays 7:00 a.m. to 9:00 p.m. ET; and
- West - Rancho Cordova, California available weekdays 7:00 a.m. to 9:00 p.m. PT.

The Business and Government Customer Operations team assigned to GTA is determined by the geographical area of your headquarters location and can be reached via a toll- and airtime-free number.

In the event your employees seek assistance after your Business and Government Customer Operations team's hours, our wireless Customer Care team is available from 6:00 a.m. to 11:00 p.m. in each time zone and can be reached toll-free at 800-922-0204 and airtime-free at *611, from the wireless phone. Customer Care is not specifically trained to support our government accounts, but can address many of your employees' inquiries.

If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24 hours a day, 7 days a week and can also be reached toll-free at 800-922-0204.

Your authorized contact also has the option of contacting your Global Enterprise Advisor for assistance in managing your account.

3.3.1.5.b Lost or Stolen Equipment .GTA requires that a 24/7 toll free telephone number must be maintained for reporting lost or stolen equipment so that service may be shut off for the number(s) involved. State of Georgia recognized governmental entities will not be responsible for any usage or other charges after reporting the equipment as lost or stolen. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. In the event that a wireless device is lost or stolen, Verizon will not hold liable your employee for unauthorized calls made after the employee reports the loss or theft to us. Upon request, appropriate credits may be issued for any unauthorized usage incurred while a phone was lost or stolen. Upon notification, we will suspend service and billing for the lesser of thirty (30) days or until the recovery or replacement of the device,



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after which service and billing will resume. We may request reasonable documentation in support of a suspension request. The time of any suspension will not count toward satisfying the line term.

Please refer to the Pricing Offer for details regarding GTA's Replacement Policy.

3.4 DESCRIPTION OF PRICING REQUIREMENTS

Do Not Record Actual Pricing on the Technical Requirements Response Worksheet. This section is seeking information regarding the service offerings.

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are available on the GTA website.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Services

Should your company not have a current contract with GTA, then you will provide the requested information.

Verizon Wireless Response:

Not applicable.

3.4.1 Competitive Rates

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement is at least as favorable as the pricing, rates and terms offered to Qualified Contractor's 's similarly situated customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Although we do not offer Most Favored Nations (MFN) pricing, GTA may take advantage of standard lower priced Verizon Wireless plans that may become generally available for government customers during the term of your agreement. Upon written request, GTA would have the option of transferring your government lines to the new plans as long as GTA meets any terms and conditions and requirements of the new plans. Special benefits incorporated in your agreement may not be applicable under the new plans.

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement remains competitive with the pricing, rates and terms offered in the market. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

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Verizon Wireless Response:

Noted and understood.

GTA requires that the Qualified Contractor identify the top 5 most frequently used pricing plans for Voice, Data and unlimited data and record the information in Appendix "Supplemental"

Verizon Wireless Response:

Noted and understood. Following are Verizon Wireless' top 5 most frequently used pricing plans for Voice, Data and unlimited data currently used by GTA Government Subscribers:

- Nationwide for Business Talk Share
- America's Choice II 200/400/600/1000 Share Anytime Unlimited IN + Nights & Weekends
- America's Choice II 400/600/1000 Share Anytime Unlimited Data + IN + Nights & Weekends + Messaging
- 4G Mobile Broadband Unlimited
- Nationwide Enterprise Push-To-Talk Only

3.4.2 Pooling Minute/Message/Data Pooling

GTA requires that the Qualified Contractor have the ability to allow Agencies to pool minutes at either an Agency level or within a specific department within an Agency. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.4.3 Pricing Change Procedures during the Term of the Agreement

Making any changes to the Qualified Contractor's product/services offering or to the authorized price list on the Qualified Contractor's website, the Qualified Contractor shall notify the GTA Contract Administrator by e-mail of its intent to make a change and describe the proposed change. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.4.3.a GTA may, in its sole discretion, prohibit any requested change or direct the Qualified Contractor to undo any change already made. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Exception with clarification. Any changes to the GTA contract will be mutually agreed upon by both the GTA and the Contractor and reduced to writing.



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3.4.3.b Any purchase order entered into based on an unauthorized change to product/service or price list may be voided by GTA at its sole discretion. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.4.4 Administrative Fee

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are on the GTA website.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

Verizon Wireless Response:

Not applicable.

3.4.4.a GTA requires that the Qualified Contractor agrees to remit to GTA a fee of 1.5 % of sales for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for the Qualified Contractor to meet this obligation. The Qualified Contractor shall factor the Fee into its' pricing and shall not separately itemize. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

Georgia Technology Authority

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4.0 Proposal Submission

4.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straightforward, concise delineation of Qualified Contractor's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional materials are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of proposals, it is essential that Qualified Contractors follow the format and instructions contained herein. Each Original Proposal should be bound with an index and each section should be delimited by tabbed section dividers.

Verizon Wireless Response:

Noted and understood.

4.2 Submission of Proposals

Proposals must be submitted in three (3) parts: an Administrative Package, a Technical Proposal with the appropriate Supplemental Appendix and a Price Proposal. The proposal packages must be sealed and identified as follows:

- Proposal of (Your Company's Name):
- Type of Package: (Administrative, Technical or Price)
- RFP Number: GTA794, Wireless Communications Services
- Proposal Opening Date and Time: (See **Error! Reference source not found.**)

Any proposal received after the due date and time MAY BE rejected. Time shall be determined by GTA's Time Stamp. The acceptance of late proposals shall be governed by GTA Rule 665-2-4-.06.

Submit all proposals to the attention of the Contracting Officer at the address provided on the Cover Page of this RFP.

Verizon Wireless Response:

Noted and understood.

4.3 Administrative Package Content

The Qualified Contractor must provide one (1) signed original hardcopy and one (1) CD-ROM copy, clearly labeled, "[Qualified Contractor's Name] – Administrative Package," of the following Administrative documents:

- Qualified Contractor's Information Form (Appendix D)
- Signed Proposal Certification Letter (Appendix E)
- Statement of Responsibility Certification Form (Appendix F)
- Signed Addenda Signature Page(s) (if applicable)
- Signed Sales and Use Tax Compliance Form (Appendix G)
- Signed Agreement or Redlined Agreement (Appendix H)
- Signed Security and Immigration Form (Appendix L)

Verizon Wireless Response:

Noted and understood.

Qualified Contract Name —Administrative Package

4.4 Technical Proposal Content

GTA has established the following as certain criteria designed to addresses the Technical Proposal content.

4.4.1.1 The Technical Proposal must not contain any proposed prices.

4.4.1.2 In order to facilitate the State's evaluation of the proposals, GTA has designated certain of the Technical requirements as "Affirmation Statements". For these "Affirmation Statement" Technical Requirements, GTA expects to see an affirmation recorded in Appendix B, Technical Requirements Worksheet and if applicable the required information recorded in a separate Appendix "Supplemental" which should include a complete description of how the Qualified Contractor elects to address and provide the Technical Requirement.

4.4.1.4 The Qualified Contractor's responses to the requirements must be arranged in the sequence in which the requirements are referenced, and formatted with responses inserted directly after the requirement or request, unless otherwise specified. Specific answers may be cross-referenced throughout Qualified Contractor's response to avoid duplication of material.

4.4.1.5 Additional information may be submitted to accompany the proposal. In submitting additional information, please mark it as supplemental to the required response.

Verizon Wireless Response:

Noted and understood.

4.4.2 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL") and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Technical Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] —Technical Proposal."

Verizon Wireless Response:

Noted and understood.

4.4.3 Required Sections

Please include a detailed Table of Contents with all required data organized in accordance with these RFP instructions.

- Qualified Contract Name
- Technical Proposal to include Appendix B, Technical Requirements Response Worksheet
- Appendix, Supplemental

Verizon Wireless Response:

Noted and understood.

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

4.5 Price Proposal Content

4.5.1 Number of Copies

One (1) original version (clearly labeled as, "ORIGINAL"), one (1) hard copy and three (3) CD-ROM copies of Qualified Contractor's ENTIRE Price Proposal submitted in a package separately sealed from the Price Proposal. The CD-ROM should be clearly labeled, "[Qualified Contractor's Name] — Price Proposal."

Verizon Wireless Response:

Noted and understood.

4.5.2 Pricing Format

4.5.2.1 Submission Format.

Any mixing of technical requirements information and actual dollar pricing information may cause a rejection of your proposal.

Submit the Qualified Contractor's retail pricing matrices with the bid prices being represented by a percentage discount off of Qualified Contractor's standard retail prices.

Qualified Contractor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with GTA after Contract Award to adjust Qualified Contractor's proposed pricing.

Any efforts by Qualified Contractor to limit, qualify, caveat, restrict or place conditions on the prices being offered may be considered to be a violation of the price submission requirement and may result in the proposal being rejected as non-responsive.

The Qualified Contractor's retail pricing matrices should be recorded on Appendix C, Pricing Response Worksheet.

Verizon Wireless Response:

Noted and understood. Per GTA's Questions and Answers document dated September 16, 2013, "Our pricing form was left intentionally blank so that the response could include any information that was sent. GTA elected not to impose limitations on the information."

Qualified Contractor's Name

Price Proposal as recorded on Pricing Response Worksheet (Appendix C)

4.5.2.2 Additional Discounts. Qualified Contractors are urged, but not required, to offer additional discounts for volume, tiers and/or one time delivery of large single orders of any assortment of items.

Verizon Wireless Response:

Noted and understood.

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

5.0 Evaluation 5.1

General

An evaluation team consisting of a technical and price evaluation committee will conduct a competitive source selection in accordance with GTA Rules and the approach outlined in this Section 5. The State reserves the right to reject any and/or all proposals.

Verizon Wireless Response:

Noted and understood.

5.1.1 Communications and Clarifications Process

Written Communications and Clarifications are not required, may not occur, and are not intended to substitute for a well-written Proposal or to facilitate negotiations of any Proposal. All Responsive Qualified Contractors' responses to written Communications and Clarifications: 1) must be submitted in writing (e-mail and fax permitted); 2) are incorporated into and become part of Qualified Contractor's Proposal; and 3) can and will be relied upon by the Evaluation Team, the GTA, and the State.

Verizon Wireless Response:

Noted and understood.

5.1.2 Oral Presentations (Optional)

After the preliminary technical evaluation, some Qualified Contractors may be requested to make one or more oral presentations regarding their Proposals, at dates, times and locations determined by the GTA. The purpose of such presentations will be to allow Responsive Qualified Contractors to explain their proposed solutions and key points of their Proposals. Additionally, Qualified Contractors may be asked Questions in order to provide a better understanding of how the Responsive d Qualified Contractor's proposed solution will meet the requirements of the RFP. It is critical that Qualified Contractors bring staff familiar with the detailed contents and solutions presented within Responsive Qualified Contractor's Proposal in order to maximize the productivity of the Oral Presentation sessions. Any and all discussions that occur during Oral Presentation sessions shall be considered Communications as the term is defined in Section 665-2-1-.02 (f) of the GTA rules. Responsive Qualified Contractors should be aware that, under GTA Rules, Communications shall not be used to cure material omissions in the Proposal. Oral presentations are not required, may not occur, and are not substitutes for a well-written Proposal.

Verizon Wireless Response:

Noted and understood.

5.1.3 Best and Final Offers (Optional)

At any time after the initiation of negotiations, Qualified Contractors may be invited to submit best and final offers (BAFOs). At this time, Qualified Contractors can make their prices as competitive as possible and address Questions and concerns specifically raised during negotiation/discussions. Revisions submitted by Qualified Contractors as part of their BAFOs may q the evaluation team to revise their scoring. In the event that a Competitive Range has been determined, requests for BAFOs shall be limited to those Qualified Contractors in the Competitive Range.

Verizon Wireless Response:

Noted and understood.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

5.1.4 Financial Information

GTA reserves the right to request evidence of an Qualified Contractor's financial capability or stability and to conduct additional due diligence in this area at the sole discretion of GTA or at the request of any State of Georgia recognized governmental entity that will receive the benefits or services under any contract awarded pursuant to this RFP.

Verizon Wireless Response:

Noted and understood.

5.2 Administrative & Technical Requirements Minimum Expectations Review of Proposals

- 5.2.1 The Contracting Officer will be responsible for performing a review of the administrative requirements set forth in the RFP and for verifying if each Proposal is compliant with the technical Minimum Expectations and the Pricing Minimum Expectations set forth in the RFP.
- 5.2.2 Failure to confirm one or more of the Technical Minimum Expectation(s) and/or the Pricing Minimum Expectation(s) may result in the delay of a contract award. Proposals that (i) are determined to be materially incomplete; or (ii) Qualified Contractors that do not satisfy the administrative requirements of the RFP in an acceptable timeframe as determined by GTA; may be declared non-responsive and rejected with no further evaluation.
- 5.2.3 Qualified Contractors that affirm all Minimum Expectations will be eligible to receive an Agreement. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)
- 5.2.4 Qualified Contractors that do not affirm all Minimum Expectations will not receive an Agreement until negotiations result in a satisfactory solution to GTA. All decisions will be at the sole discretion of GTA. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

Verizon Wireless Response:

Noted and understood.

5.3 Technical Proposal Evaluation

- 5.3.1 A technical review committee comprised of State employees will assess the merits of the Technical Proposal. The State may engage one or more consultants or attorneys to assist in an advisory capacity. The committee will review the responses to the technical requirements of the RFP. Incomplete, inconsistent or inaccurate responses in the Technical Proposal may have a negative impact on the rating.
- 5.3.2 Qualified Contractors are urged to convey the technical material and other factors necessary to meet the expectations of the RFP in sufficient detail within their written Proposal, rather than to seek to negotiate or provide such factors through written Communications, and Clarifications.

Verizon Wireless Response:

Noted and understood.

5.4 Price Proposal Evaluation

- 5.4.1 A price evaluation committee comprised of GTA state employees will conduct an analysis and will confer a consensus score of between 1-4. GTA may engage one or more consultants to assist in an advisory capacity. At the sole discretion of GTA, this score will be applied to the Qualified Contractor's submitted Price Proposal.
- 5.4.2 GTA expects to see an overall % off of published list prices. The Qualified Contractor offering the largest percentage off of list price will be awarded a score of 4. Lower percentage of discounts off of list price will be awarded scores between 1-3.
- 5.4.3 Price has the same relative importance as each individual technical evaluation area listed above.

Verizon Wireless Response:

Noted and understood.

5.5 Selection of Successful Qualified Contractor(s) and Contract Award(s)

- 5.5.1 The Contract Award(s) shall be made to the responsible Qualified Contractor(s) whose proposal is determined to be the most advantageous to the State, taking into account all evaluation factors set forth in this RFP, subject to GTA and such Qualified Contractor's ability to agree and enter into a final Agreement (see subsections below). Responsibility shall be determined in accordance with GTA Rules and responsibility criteria set forth in this RFP.
- 5.5.2 GTA reserves the right to reject or negotiate any or all of Qualified Contractor's additional terms or conditions, or Qualified Contractor's proposed modifications to GTA's stated terms or conditions. GTA reserves the right to modify, add or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.
- 5.5.3 Prior to award, Qualified Contractor(s) may be required to enter into communications, clarifications and/or negotiations (collectively referred to as, "discussions") with the GTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within ten (10) business days of notification of intent to award or such other period as GTA may authorize.

Verizon Wireless Response:

Noted and understood.

ATTACHMENT B
Verizon Administrative Forms to the
RFP 98000-GTA0794
(Including the Clarifications to Response)

Vendor Name

REVISED APPENDIX B

Qualified Contractor Technical and Pricing Requirements Affirmation Worksheet

- Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- Qualified Contractor's Reference File -Appendix "Supplemental"** will be the Qualified Contractor's Reference File for submission of primary and supplementary information that the Qualified Contractor will use to support requirements of this RFP.

	Grandfathered Affirmation	New Service Affirmation	Qualified Contractor's Reference File Appendix "Supplemental" (as required)
TECHNICAL REQUIREMENTS IDENTIFIED			
3.3.1.1 Website Establishment			
3.3.1.1.a Overview	Clarification	N/A	See Supplemental Appendix
3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information	Confirm	N/A	See Supplemental Appendix
3.3.1.1.c Secure Web Access	Confirm	N/A	See Supplemental Appendix
3.3.1.1.d Website Completion/Availability	Confirm	N/A	See Supplemental Appendix
3.3.1.2. Cellular / Wireless Commercial Service	Clarification	N/A	See Supplemental Appendix
3.3.1.2.a Overview	Confirm	N/A	See Supplemental Appendix
3.3.1.2.b Protocol	Confirm	N/A	See Supplemental Appendix

3.3.1.2.c Devices		Confirm	N/A	See Pricing Offer
3.3.1.2.d Software Applications		Exception with clarification	N/A	See Supplemental Appendix
3.3.1.3. Wireless Communications Service Offerings/Plans		Confirm	N/A	See Pricing Offer
3.3.1.3.a Wireless / Cellular Voice Service for Existing Customers		Confirm	N/A	See Pricing Offer
3.3.1.3.b Wireless / Cellular Data Service for Existing Customers		Confirm	N/A	See Pricing Offer
3.3.1.3.c Wireless / Cellular Text Service for Existing Customers		Confirm	N/A	See Pricing Offer
3.3.1.3.d Wireless / Cellular Voice Service for New Customers		N/A	N/A	N/A

REVISED APPENDIX B

Qualified Contractor Technical and Pricing Requirements Affirmation Worksheet

- Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- Qualified Contractor's Reference File -Appendix "Supplemental"** will be the Qualified Contractor's Reference File for submission of primary and supplementary information that the Qualified Contractor will use to support requirements of this RFP.

	Grandfathered Affirmation	New Service Affirmation	Qualified Contractor's Reference File Appendix "Supplemental" (as required)
3.3.1.3.e Wireless / Cellular Data Service for New Customers	N/A	N/A	N/A
3.3.1.3.f Wireless / Cellular Text Service for New Customers	N/A	N/A	N/A
3.3.1.4. Fees, Penalties, Invoicing and Reporting	Confirm	N/A	See Supplemental Appendix
3.3.1.4. a Activation Fee	Confirm	N/A	See Supplemental Appendix
3.3.1.4. b Upgrade / Trade-in Fee	Confirm	N/A	See Supplemental Appendix
3.3.1.4. c Early Termination Fee	Clarification	N/A	See Supplemental Appendix
3.3.1.4. d. No Penalties	Confirm	N/A	See Pricing Offer
3.3.1.4. e. Taxes	Confirm	N/A	See Supplemental Appendix
3.3.1.4. f. Invoicing and Invoice Layout/Billing Detail	Confirm	N/A	See Supplemental Appendix
3.3.1.4.g. Payment Responsibility	Confirm	N/A	See Supplemental Appendix
3.3.1.4.h Agency Subscriber Agreement/Electronic Ordering Document	Confirm	N/A	See Supplemental Appendix

3.3.1.4.i Reporting	Clarification	N/A	See Supplemental Appendix
3.3.1.4.j Release of Information Consent	Exception	N/A	See Supplemental Appendix
3.3.1.5. Services Features and Attributes	Confirm	N/A	See Supplemental Appendix
3.3.1.5.a Customer Service	Confirm	N/A	See Supplemental Appendix
3.3.1.5. b Lost or Stolen Equipment	Confirm	N/A	See Supplemental Appendix

REVISED APPENDIX B

Qualified Contractor Technical and Pricing Requirements Affirmation Worksheet

- Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.
- Qualified Contractor's Reference File -Appendix "Supplemental"** will be the Qualified Contractor's Reference File for submission of primary and supplementary information that the Qualified Contractor will use to support requirements of this RFP.

	Grandfathered Affirmation	New Service Affirmation	Qualified Contractor's Reference File Appendix "Supplemental" (as required)
PRICING REQUIREMENTS IDENTIFIED			
3.4.1 Competitive Rates	Confirm	N/A	See Supplemental Appendix
3.4.2 Pooling	Confirm	N/A	See Pricing Offer
3.4.3.a Pricing Changes Procedures during the Term of the Agreement	Exception with clarification	N/A	See Supplemental Appendix
3.4.3.b.Removing a Purchase	Confirm	N/A	See Supplemental Appendix
3.4.4.a Administrative Fee	Confirm	N/A	See Supplemental Appendix

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100 Peachtree Street □ Suite 2300 □ Atlanta, Georgia 30303-3404
www.gagta.com

**Verizon Wireless – Technical Proposal
Supplemental Appendix**

**Response to Request for Proposal
RFP No. 9800-GTA794**

Wireless Communication Services

October 3, 2013, 2:00 p.m.





Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794
Technical Proposal Supplemental Appendix

3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

The following section contains explanations of the technical requirements GTA is seeking.

3.3.1.1 Website Establishment

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and plans that are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B in the Column Headed Grandfathered Affirmation that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then GTA expects to see a confirmation, recorded in Appendix B in the Column Headed New Service Affirmation that the Qualified Contractor will provide the certain Technical Requirement. GTA expects to see the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.1.a Overview

GTA intends to hyperlink the Qualified Contractor's website making it a direct link of the GTA website. The Qualified Contractor's website will be the primarily ordering vehicle for State customers. It is anticipated that all GTA authorized products and services will be posted on the Qualified Contractor's website.

Verizon Wireless Response:

Noted and understood.

Additionally, GTA expects that all documents approved by GTA will be available through the Qualified Contractor's website.

Verizon Wireless Response:

Noted and understood.

Any and all price changes or other modifications to the information contained on the website must be approved in writing by GTA prior to publishing the website.



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794
Technical Proposal Supplemental Appendix

Verizon Wireless Response:

Noted and understood.

GTA expects to see a confirmation, recorded in Appendix B under the appropriate column heading that the Qualified Contractor will provide these certain Technical Requirements.

Verizon Wireless Response:

Noted and understood.

Should your company not have a current contract with GTA, then you will provide a mockup of your intended website that will be used by ordering entities and record the response in Appendix labeled Supplemental and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information

The Qualified Contractors will provide State customers, promotions, ordering information, contracting information, and other authorized information to allow State customers additional understanding of the Qualified Contractor's company or market trends. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.1.c Secure Web Access

GTA requires that governmental entities have the ability (upon request) to access their individual customer information, such as billing and service plans, via a secure web site. Governmental entities will work directly with Qualified Contractors to set up individual user ID/password allocations. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. My Business Account is the online self-service tool for business and government customers. My Business Account enables you to view and pay your bills, create business structures, view select reports and maintain your account. Additionally, your designated employees can purchase equipment, accessories and service using My Business Account's functionality.

My Business Account is organized by easy-to-use links. Simply click on the link you need based on what you want to accomplish. My Business Account has the following functionality:



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- Administration – The Administration link enables your designated employees to perform several useful functions that help manage your account. From the Administration link, you can view GTA's profile, manage billing accounts, create business or personal address books, go paperless and create business structures.
- More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by your designated employees directly in My Business Account. Business Structures enable you to organize your billing accounts by department, geographic territory, or in whatever way best meets your needs. By doing so, you will be able to see a cost summary for each Business Structure. For example, GTA may have 50 mobile numbers and 10 billing account numbers. Your designated employees could create a Business Structure for your Marketing department, another for Finance and another for Sales, etc.
- Statements – The Statements link provides a quick, easy method for GTA to review your balance, last payment and a summary of current charges. In addition, you can view usage and charges related to your entire organization or a particular account. From the Statements page, you can easily view or print your bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.
- Payments – The Payments link enables you to apply payments to your account(s). You can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The Payments link can also send email notifications to you if a payment is reversed or declined.
- Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.
- Help – The Help link is a tool for GTA's designated employees to demonstrate how to use My Business Account and to find answers to frequently asked questions. The My Business Account “Online Tutorial” can be found in the Help link and is a useful tool to train your designated employees on how to use the application. The Support link under Help provides interactive demos on how to set up Business Structures, make payments and manage users.
- Account Maintenance – Your designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can make ESN changes online and initiate device upgrades from this link.
- Order Online – Your designated employees can use the Web portal to order new devices and accessories when logged into My Business Account. The ordering site is customized with GTA's name and reflects your pricing and equipment discount. This provides your designated employees greater flexibility in placing orders right from their own desktop via a single login.

Please see your Account Manager for more details about My Business Account or access the My Business demo through the following link:

<https://mblogin.verizonwireless.com/amserver/UI/Login?realm=vzwmb&goto=https%3A%2F%2Fb2b.verizonwireless.com%3A443%2Fsms%2Famsecure%2Flanding%2Foverview.go>



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3.3.1.1.d Website Completion/Availability

The Qualified Contractor's website must be minimally complete (GTA approved) prior to processing orders under this contract. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.2 Wireless Communications Service

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information recorded in a separate Appendix labeled "Supplemental" and include with the response.

Verizon Wireless Response:

Not applicable.

3.3.1.2.a Overview - Cellular / Wireless Commercial Service

GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system's published service area.

Verizon Wireless Response:

Noted and understood.

Should your company not have a current contract with GTA, then you will provide a map of Georgia indicating your coverage areas. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.



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3.3.1.2.b Protocol

GTA requires that the Qualified Contractor will provide service digital protocol being used (e.g. TDMA, GSM) and the designation of all applicable TIA/EIA standard(s). GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon uses the Code Division Multiple Access (CDMA) standard operating in the 1900 MHz Personal Communications Service (PCS), and cellular (800MHz) spectrum bands. We use 700 MHz spectrum for our 4G LTE network.

We regularly evaluate opportunities to obtain additional spectrum at Federal Communications Commission (FCC) auctions or through private sale. For instance, we acquired 122 AWS (advanced wireless services) spectrum licenses from SpectrumCo, a joint venture formed by Comcast, Time Warner and Bright House Networks on December 2, 2011. By increasing spectrum, we solidify our wireless network leadership and ensure we can continue to deliver the most innovative products and services to our customers. As market demand increases for faster wireless speeds, more advanced applications and machine-to-machine services, this additional spectrum perfectly positions us to offer our customers the most technologically advanced, reliable network - now and into the future.

Verizon operates the nation's largest 4G LTE network and largest, most reliable 3G wireless network.

LTE Technology

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

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

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

LTE provides significant benefits that extend beyond traditional day-to-day wireless communications. Our LTE network is best suited to support the needs of new, rich, and exciting solutions – it offers significantly increased data rates, much lower latency and better coverage. LTE's more efficient use of bandwidth, as compared to existing 3G wireless technologies, makes high bit rate applications more viable for consumer use.

Our 4G LTE network offers a number of benefits, including:

- High peak speeds: The Average User Data Rate (downlink) is greater than or equal to 5 Mbps; and the Average User Data Rate (uplink) is greater than or equal to 2 Mbps.



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- Low latency: Below 50 ms round trip over the airlink within the Verizon wireless network.
- Scalable bandwidths: Bandwidth allocation of 1.4, 3, 5, 10, 15, 20 MHz; scalable bandwidth provides the flexibility for deployment and capacities.
- Improved spectrum efficiency: Spectrum efficiency refers to how limited bandwidth is used by the access layer of a wireless network. Improved spectrum efficiency allows more information to be transmitted in a given bandwidth, while increasing the number of users and services the network can support.
- Improved cell-edge data rates: Not only does spectral efficiency of LTE improve near cell towers, it also improves at the coverage area or cell edge, which makes more bandwidth available at the cell edge. Data rates improve two to three times at the cell edge over the previous benchmark
- Seamless performance: Reducing handover latency and packet loss are critical to delivering a quality service. This reduction is considerably more challenging with mobile broadband than with fixed-line broadband where the time variability and unpredictability of the channel become more acute, creating the issue. Additional complications arise from the need to hand over sessions from one cell to another as users cross coverage and frequency boundaries. These handover sessions require seamless coordination of radio resources across multiple cells. In the past, 3G networks split both voice and data signals. 4G LTE uses an Evolved Packet Core that is 100% IP based facilitating simultaneous voice and data communications.

CDMA Technology

Our CDMA technology offers the following advantages over other technologies:

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

Our CDMA technology has enabled us to provide the nation’s most reliable nationwide broadband network. Our 3G Mobile Broadband data service, powered by our CDMA2000 Evolution-Data Optimized (EV-DO) network, has typical speeds of 600 Kbps–1.4 Mbps. Our 3G CDMA technology also provides authentication and data protection and is compatible with many virtual private networks.

Verizon Wireless is a member of the 3rd Generation Partnership Project (3GPP) and (3GPP2) international standards organization that set the requirements / standards for LTE and CDMA networks. Our network design standards, coupled with the inherent efficiency of our CDMA technology, have resulted in Verizon Wireless leading the wireless industry in network reliability.

Wireless Standards

Many of the equipment manufacturers that we utilize are certified through ISO. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the ISO 27002.2005 and NIST standards



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for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.

We maintain a supportive role in organizations established to develop and promote industry standards, such as CTIA, Wireless Data Forum, CDMA Development Group, Electronics Industry Association/Telecommunications Industry Association, CSRIC, ISO and IEEE; and we participate in government-sponsored efforts, such as EFS and NSIE.

Our executives are active participants in national wireless industry associations and organizations focusing on the latest technology and public policy developments. They are invited regularly by these groups to share their knowledge and expertise through leadership positions within these organizations.

3.3.1.2.c Devices

GTA requires that the Qualified Contractor identify and describe advanced wireless devices that are supported on Qualified Contractor's network, in addition to the basic cellular and wireless devices. Advanced wireless devices may include, but need not be limited to, smart phones, wireless connection cards, dual cellular and Wi-Fi phones, and other wireless devices that integrate any or all the following features and technologies — email, web, phone, GPS, MDS, SMS, organizer, software applications to include other IEEE 802.xx standard. ***Should your company not have a current contract with GTA, then you will identify and describe your top 5 (offered) basic and advanced wireless devices that are supported on Qualified Contractor's network.***

Verizon Wireless Response:

Noted and understood.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement and the top 5 offered basic and advanced devices **recorded in a separate Appendix labeled "Supplemental" and include with the response.**

Verizon Wireless Response:

Noted and understood. Verizon Wireless has provided an equipment matrix as an Exhibit to this response.

3.3.1.2.d Software Applications

GTA requires that the Qualified Contractor identify the top 5 most frequently used third party software applications and/or integrated solutions for Qualified Contractor's proposed wireless devices. ***Should your company not have a current contract with GTA, then you will provide a list of your top 5 third party software applications.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Exception with clarification. Verizon Wireless works with a wide variety of third-party vendors in determining the best solution for each customer's specific needs. Therefore, it would not be equitable to list any specific third-party vendors as the most frequently used to support or complement our products and services.



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Our wireless services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your employees access to the applications they use the most, such as email, business-specific applications, third-party applications and more – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help your business run more smoothly and efficiently.

Every business can benefit from smart alliances. That's why we've teamed with leading solution providers to promote a range of innovative solutions that can help you transform GTA and reach your communication goals. Plus, we provide the expertise and experience you need to help you manage your solution from planning to implementation. For a complete list of solutions from our Partner Program and Open Development Initiative, please visit our solution finder at <http://solutionfinder.verizonwireless.com>.

Your account team can arrange a meeting to discuss which partner's solutions may best suit your requirements.

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

3.3.1.3.a Cellular/ Wireless Voice Service Offerings/Plans for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Voice - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the current Contractors of wireless service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.b Cellular / Wireless Data Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Data service under a category of "Grandfathered - Data - Unlimited Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Data service. ***This requirement applies only to the current Contractors providing wireless data service to the State.*** GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.c Wireless Cellular Text Service for Existing Customers

GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Text - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. ***This requirement applies only to the***



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current Contractors of wireless service to the State. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.d New Cellular/ Wireless Voice Service

Qualified Contractors that do not currently hold a contract with GTA will insure that Voice Pooled Minutes are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.

3.3.1.3.e New Cellular / Wireless Data Service

Contractors that do not currently provide service will insure that Unlimited Data are available for customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Not applicable.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

Grandfathered

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are available on the GTA website. GTA expects to see a confirmation, recorded in Appendix B that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information, recorded in Appendix B.



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Verizon Wireless Response:

Not applicable.

3.3.1.4.a Activation Fees.

GTA requires that no Activation fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will waive the Activation Fees of GTA Government Subscribers.

3.3.1.4.b Upgrade/Trade-In Fees.

GTA requires that no Upgrade/Trade-In fees or charges will apply to any governmental entity ordering services under the final agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. GTA's Government Subscribers will be eligible for promotional pricing beginning month 10 of a one-year line term, as well as any special government offers we may make available. Of course, GTA Government Subscribers may purchase equipment at non-discounted full retail pricing at any time.

3.3.1.4.c Early Termination Fees Applied for Transferring From Existing Contracts (if applicable) to New Contract.

GTA requires that any governmental entity receiving wireless communication services from a Qualified Contractor under a pre-existing agreement be permitted to elect to receive similar services from such Qualified Contractor (if such Qualified Contractor subsequently obtains a Contract Award under this RFP) without being subject to any early termination fees or other penalties as may be provided under such pre-existing service agreement. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood with clarification. Currently Verizon Wireless does not charge activation fees for Government Subscribers or charge for mobile telephone number changes during the implementation period. However, you may wish to wait until current contracts expire before porting wireless lines to us in order to avoid any penalties or fees that may be associated with the termination of services with other carriers. We encourage you to contact your current wireless carrier[s] to review existing contract obligations.

3.3.1.4.d Penalties

GTA requires that no governmental entity will be held liable for penalties of any kind, including but not limited to interest on late payments, cancellation charges, or early termination charges. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. In certain circumstances additional charges may apply. For example:



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- While Verizon does not charge customers for standard wireless equipment delivery terms, there may be charges associated with rush orders or expedited deliveries requested by GTA.

Prices listed do not include state and local sales tax and other applicable taxes and regulatory fees, charges or pass-through assessments, which are subject to change without notice.

3.3.1.4.e Taxes

GTA requires that the Qualified Contractor be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by the Qualified Contractor; franchise or privilege taxes on its business; gross receipts taxes to which it is subject; and income taxes. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.4.f Invoicing and Invoice Layout/Billing Detail

GTA requires that the Qualified Contractor invoicing system should have the capability to be itemized by type of service, users/devices, and additional features. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Please see Verizon Wireless' response to Section 3.3.1.1.c above regarding My Business Account.

3.3.1.4.g Payment Responsibility

GTA will be responsible for services provided to GTA, and will not be responsible for payments for any services rendered to individual Agencies. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.3.1.4.h Agency Subscriber Agreement/Electronic Ordering Document

GTA expects for each user entity to be issued an Agency Subscriber Agreement/Electronic Ordering Document that cannot be in conflict with the Master Agreement. Should your company not have a current contract with GTA, then you will provide a draft of the Agency Subscriber Agreement/Electronic Order Document. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Verizon Wireless has included an Agency Agreement as an Exhibit to this response.

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3.3.1.4.i Reporting

Quarterly

GTA requires that a quarterly summary report be provided to GTA during the term of the Agreement setting forth the current usage of services listed by State of Georgia recognized governmental entity and total cost for each governmental entity. This report will be in an MS Excel 2010 and must be emailed to the following address: contracts@gta.ga.gov. GTA has provided a sample quarterly summary report as Appendix K. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Per GTA's Questions and Answers document dated September 16, 2013, "Appendix K was a sample of the type of information GTA is seeking. GTA will need to negotiate the actual format after award."

Clarification. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

Verizon can provide you with Quarterly Business Reviews (QBRs) upon your request. These QBRs include, but are not limited to: a review of your recent account activity; cost saving opportunities and account optimization strategies; a discussion of new technologies, products and services; and any other items that you would like to discuss with us.

Usage

GTA may require the Qualified Contractor to provide a separate, more detailed Usage Report. Should this be necessary, GTA will work directly with the Qualified Contractor to determine the appropriate content and format of the separate report. Separate reports may be required on a quarterly basis.

Verizon Wireless Response:

Noted and understood.

Online Reporting

My Business Account can assist you in managing your wireless usage, evaluating trends and creating reports. My Business Account is designed in an easy-to-use, accessible format. You can manipulate and export data into GTA's required formats through the use of Microsoft applications.

With My Business Account you can:

- Receive online reporting in a consolidated manner or broken out by account or wireless number.
- View individual phone information, such as airtime usage and call detail.
- Modify mobile number information to allow for specific, customized analysis.

My Business Account provides a wide variety of comprehensive templated reports, such as:



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- Charges Reports - These reports can provide information on multiple or individual accounts. Titles of these reports include:

Additional Charges Report	Airtime Charges Detail Report
Analyze Phone Charges – Account Number	Analyze Roaming Calls - Duration
Top 10 Most Expensive Calls	

- Usage Reports - These reports can provide usage and cost information for a single MDN. Titles of these reports include:

20 Longest Calls	Top 20 Out of Network Calls
Call Detail Report – Account Number	Call Detail Report – User Name
Data Usage Report – Account Number	Grand Total Report
Mobile to Mobile Report – Account Number	Monthly Usage Report
Total Data Share Report	Unbilled Usage Report

- Other reports are also available. Titles of these reports include:

Billing Structure	Customer Invoice Management Report - Details
Deactivated MTN Report	Device Report
Global Summary	MTN Report
Raw Data Download (available by request)	

You can add or remove fields from most existing templated reports. You can also create customized reports for the way GTA does business, including just the information you need – selecting from over 300 different reporting fields and order the fields in any sequence you want for your reports. You can save and schedule reports in advance, and receive an email when they are ready to be downloaded. You can also share saved reports with others in GTA or keep them private and change sharing status as needed.

Raw Data Download

If GTA would like to create custom reports, the raw data from your bills is available online. Raw data download (RDD) is a representation of your wireless bills and does not include any of the reporting structures you design in My Business Account. The download provides a holistic view of all of your statement data, and it is delivered in a .zip file with four individual .txt files. The .txt files are:

- Account Summary - Represents the account summary section of a statement.
- Account and Wireless Charges Detail Summary - Represents the wireless number charges section of a statement.
- Account and Wireless Summary - Represents the wireless number summary section of a statement.
- Wireless Usage Detail - Represents the usage section of a statement.



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RDD is available after the bill statement date for the account with the latest bill cycle. For example:

- If GTA has four accounts, each with the following differing statement dates: the 1st, 6th, 15th and 28th of the month, RDD should be available around the 7th of the next month.
- If GTA has accounts, all with the same statement date, for example the 6th of the month, RDD should be available on the 13th of the month.

While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available. Your Account Manager can provide further details.

GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Noted and understood with clarification. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

3.3.1.4.j Release of Information Consent

GTA expects that all participating entities are deemed to have consented to the release of any required reporting information to the GTA (including information generally deemed Customer Proprietary network Information (CPNI) for the purposes of monitoring the contract, calculating the fees that are due and payable to GTA and to address specific ad hoc questions posed by news media, internal GTA personnel or elected officials. This information includes but is not limited to and total cost for each governmental entity. Users have a right to decline to release this information; however, they may not purchase under the GTA contract if they choose to do so. All qualified contractors will have approximately 180 days from contract award to obtain the necessary consent. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement, taking into consideration the 180 days available to obtain the necessary consent.

Verizon Wireless Response:

Exception. Reporting data for any entities that have not provided CPNI consent will be provided in the aggregate. Verizon Wireless shall inform the entities of the GTA requirement; however, FCC Regulations prevent Verizon Wireless from demanding the entities consent to release of Customer Proprietary Network Information.

3.3.1.5 Services Features and Attributes

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans described in the Agreement including all Amendments to that Agreement and are on the GTA website.



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Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

Verizon Wireless Response:

Not applicable.

3.3.1.5.a Customer Support .GTA requires that a 24/7 customer support must be made available through Qualified Contractor's website, as well as a toll-free telephone number. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. GTA can obtain customer support through our Web-based ordering and reporting tool – My Business Account - with features that include online ordering, general account maintenance, paperless billing and online bill pay.

In addition, our Business and Government Customer Operations teams are trained to address your employees' inquiries related to our wireless services. They operate out of five full-service centers across the country. Their locations and hours of operation are generally as follows:

- Midwest - Warrendale, Pennsylvania and Dublin, Ohio available weekdays 7:00 a.m. to 9:00 p.m. ET;
- Northeast - Hanover, Maryland available weekdays 7:00 a.m. to 9:00 p.m. ET;
- South - Alpharetta, Georgia available weekdays 7:00 a.m. to 9:00 p.m. ET; and
- West - Rancho Cordova, California available weekdays 7:00 a.m. to 9:00 p.m. PT.

The Business and Government Customer Operations team assigned to GTA is determined by the geographical area of your headquarters location and can be reached via a toll- and airtime-free number.

In the event your employees seek assistance after your Business and Government Customer Operations team's hours, our wireless Customer Care team is available from 6:00 a.m. to 11:00 p.m. in each time zone and can be reached toll-free at 800-922-0204 and airtime-free at *611, from the wireless phone. Customer Care is not specifically trained to support our government accounts, but can address many of your employees' inquiries.

If you are experiencing a technical issue with your service or equipment, our wireless technical support staff is available 24 hours a day, 7 days a week and can also be reached toll-free at 800-922-0204.

Your authorized contact also has the option of contacting your Global Enterprise Advisor for assistance in managing your account.

3.3.1.5.b Lost or Stolen Equipment .GTA requires that a 24/7 toll free telephone number must be maintained for reporting lost or stolen equipment so that service may be shut off for the number(s) involved. State of Georgia recognized governmental entities will not be responsible for any usage or other charges

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 Technical Proposal Supplemental Appendix

after reporting the equipment as lost or stolen. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. In the event that a wireless device is lost or stolen, Verizon will not hold liable your employee for unauthorized calls made after the employee reports the loss or theft to us. Upon request, appropriate credits may be issued for any unauthorized usage incurred while a phone was lost or stolen. Upon notification, we will suspend service and billing for the lesser of thirty (30) days or until the recovery or replacement of the device, after which service and billing will resume. We may request reasonable documentation in support of a suspension request. The time of any suspension will not count toward satisfying the line term.

Please refer to the Pricing Offer for details regarding GTA's Replacement Policy.

3.4 DESCRIPTION OF PRICING REQUIREMENTS

Do Not Record Actual Pricing on the Technical Requirements Response Worksheet. This section is seeking information regarding the service offerings.

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are available on the GTA website.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Services

Should your company not have a current contract with GTA, then you will provide the requested information.

Verizon Wireless Response:

Not applicable.

3.4.1 Competitive Rates

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement is at least as favorable as the pricing, rates and terms offered to Qualified Contractor's 's similarly situated customers. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood. Although we do not offer Most Favored Nations (MFN) pricing, GTA may take advantage of standard lower priced Verizon Wireless plans that may become generally available for government customers



Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794
Technical Proposal Supplemental Appendix

during the term of your agreement. Upon written request, GTA would have the option of transferring your government lines to the new plans as long as GTA meets any terms and conditions and requirements of the new plans. Special benefits incorporated in your agreement may not be applicable under the new plans.

GTA requires that the pricing, rates and terms offered by the Qualified Contractor under the final Agreement remains competitive with the pricing, rates and terms offered in the market. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

GTA requires that the Qualified Contractor identify the top 5 most frequently used pricing plans for Voice, Data and unlimited data and record the information in Appendix "Supplemental"

Verizon Wireless Response:

Noted and understood. Following are Verizon Wireless' top 5 most frequently used pricing plans for Voice, Data and unlimited data currently used by GTA Government Subscribers:

- Nationwide for Business Talk Share
- America's Choice II 200/400/600/1000 Share Anytime Unlimited IN + Nights & Weekends
- America's Choice II 400/600/1000 Share Anytime Unlimited Data + IN + Nights & Weekends + Messaging
- 4G Mobile Broadband Unlimited
- Nationwide Enterprise Push-To-Talk Only

3.4.2 Pooling Minute/Message/Data Pooling

GTA requires that the Qualified Contractor have the ability to allow Agencies to pool minutes at either an Agency level or within a specific department within an Agency. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.4.3 Pricing Change Procedures during the Term of the Agreement

Making any changes to the Qualified Contractor's product/services offering or to the authorized price list on the Qualified Contractor's website, the Qualified Contractor shall notify the GTA Contract Administrator by e-mail of its intent to make a change and describe the proposed change. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

Georgia Technology Authority

Response to Request for Proposal No. 9800-GTA794 Technical Proposal Supplemental Appendix

3.4.3.a GTA may, in its sole discretion, prohibit any requested change or direct the Qualified Contractor to undo any change already made. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Exception with clarification. Any changes to the GTA contract will be mutually agreed upon by both the GTA and the Contractor and reduced to writing.

3.4.3.b Any purchase order entered into based on an unauthorized change to product/service or price list may be voided by GTA at its sole discretion. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

3.4.4 Administrative Fee

Grandfathered Services

Companies with a current GTA contract shall continue to provide the same level of service/products they currently provide to the State of Georgia. This shall include all current plans and pricing described in the Agreement including all Amendments to that Agreement and are on the GTA website.

Verizon Wireless Response:

Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA's existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless' response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

New Service

Should your company not have a current contract with GTA, then you will provide the requested information.

Verizon Wireless Response:

Not applicable.

3.4.4.a GTA requires that the Qualified Contractor agrees to remit to GTA a fee of 1.5 % of sales for administrative services ("Fee") as specified below. The prices stated in the Proposal shall include all amounts necessary for the Qualified Contractor to meet this obligation. The Qualified Contractor shall factor the Fee into its' pricing and shall not separately itemize. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:

Noted and understood.

Appendix D
Qualified Contractor's Information

Complete all spaces below. Failure to sign and return this Qualified Contractor's Information form as a part of the Administrative proposal may cause email delivery problems and may cause rejection of the Proposal.

Requested Information	Response
Qualified Contractor's Legal Name and Tax ID No.	Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Celco Partnership d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless Tax ID: 46-2190792
Point of Contact ("POC") Name, email address & phone #	Richard Long, National Account Manager Richard.Long@vzw.com 404-210-4415
POC's Company Address	One Verizon Place Alpharetta, GA 30004

Appendix E
Proposal Certification Letter

Failure to sign and return this Proposal Certification Letter as a part of the Administrative proposal may cause email delivery problems and may cause rejection of the Proposal.

The undersigned Qualified Contractor hereby offers and proposes to furnish and deliver any and all of the deliverables and services outlined in the attached Request for Proposal ("RFP") at the prices set forth herein ("Proposal"). The price or prices offered herein shall be valid for a period of one hundred twenty (120) days from Proposal Due Date. It is understood and agreed that this proposal constitutes an offer, which, when accepted in writing by the GTA, and subject to the terms and conditions of such acceptance, will constitute a valid and binding Agreement between the Qualified Contractor and the State of Georgia.

The Qualified Contractor further agrees to strictly abide by all the terms and conditions contained in the RFP and the Procurement Rules of the Georgia Technology Authority ("GTA Rules"), which are hereby incorporated in this RFP by reference and which may be found at <http://gta.georgia.gov/procurementrules>. Any exceptions to the requirements of the RFP, the terms and conditions of the proposed Agreement and the GTA Rules shall be noted in writing, with detailed explanation, and included with this Proposal. The Qualified Contractor acknowledges that taking exception may have a negative impact on evaluation of the proposal or may subject this Proposal to rejection.

1. I certify that, if awarded a contract, the Qualified Contractor will deliver goods and services which will meet or exceed the specifications set forth in this RFP, the Proposal and the terms of the final Agreement between the Qualified Contractor and the State.

Verizon Wireless Response:

Verizon Wireless agrees to accept the terms and conditions set forth in this proposal, except to the extent that Verizon wireless has taken issue with any of those terms and conditions in its exceptions, in which case Verizon Wireless agrees to the terms with the modifications recommended in its response.

2. I certify on behalf of the Qualified Contractor that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Qualified Contractor.
3. I certify that the Qualified Contractor has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 et seq. (Conflicts of Interest).

4. QUALIFIED CONTRACTOR MUST CHECK ONE OF THE CERTIFICATIONS BELOW:

4a. I certify on behalf of the Qualified Contractor that no lobbyists have been employed or retained by Qualified Contractor in regards to this procurement or its underlying Agreement in a manner that would invoke the Executive Order dated October 1, 2003 ("Providing For The Registration and Disclosure Of Lobbyists Employed Or Retained By Qualified Contractors To State of Georgia recognized governmental entities").

OR

4b. I certify that the Qualified Contractor and all lobbyists that have been employed or retained by Qualified Contractor in regards to this procurement or its underlying Agreement have complied with all of the requirements of the Executive Order dated October 1, 2003 ("Providing For The Registration and Disclosure Of Lobbyists Employed Or Retained By Qualified Contractors To State of Georgia recognized governmental entities") and GTA's Qualified Contractor Lobbyist Policy. I further certify that Qualified Contractor and its lobbyists will continue to comply with such Executive Order until this procurement process concludes. I understand and acknowledge that such requirements include, without limitation, the requirement to register with the Georgia State Ethics Commission and to file the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated.

[Qualified Contractor shall submit a list of all lobbyists employed or retained for this procurement along with their proposal]


Authorized Signature _____ Date 9/30/2013

Todd Loccisano
Print / Type Name
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Celco Partnership d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless

Print / Type Company Name

**Appendix F
STATEMENT OF RESPONSIBILITY
CERTIFICATION FORM**

INSTRUCTIONS:

THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED AND SUBMITTED WITH YOUR BID/PROPOSAL.

Please complete this form, answering every Question. *A "Yes" answer to any of the subparts of Question No. 3 requires a written explanation attached to the completed form, submitted on your company letterhead and signed by an authorized representative of the company. A "Yes" answer to any of the subparts of Question No. 3 will not necessarily result in denial of award, but will be considered in determining Qualified Contractor responsibility in the event GTA undertakes an investigation into Qualified Contractor's responsibility status.* For any explanation, indicate to whom it applies; identify the initiating State of Georgia recognized governmental entity and the dates of action.

Qualified Contractors are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

QUESTIONS:

1. Does Qualified Contractor certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.

YES NO

2. Does Qualified Contractor certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Qualified Contractor's other business obligations?

YES NO

Verizon Wireless Response:

Verizon Wireless agrees to accept the terms and conditions set forth in this proposal, except to the extent that Verizon Wireless has taken issue with any of those terms and conditions in its exceptions, in which case Verizon Wireless agrees to the terms with the modifications recommended in its response.

3. Within the past three (3) years, has Qualified Contractor's company, or any principal of Qualified Contractor (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:

(a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?

YES NO

(b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Qualified Contractor's knowledge*)?

YES NO

(c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government State of Georgia recognized governmental entity including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government State of Georgia recognized governmental entity?

YES NO

(d) an investigation for a civil violation by any local, state or federal State of Georgia recognized governmental entity (to the best of Qualified Contractor's knowledge*)? YES NO

(e) a suspension, debarment or termination for cause from any local, state or federal government procurement process? YES NO

Verizon Wireless Response:

No, to the best of our knowledge.

(f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract? YES NO

Verizon Wireless Response:

No, to the best of our knowledge.

(g) a denial of award for non-responsibility determination made by any local, state or federal government?

YES NO

Verizon Wireless Response:

No, to the best of our knowledge.

(h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement? YES NO

Verizon Wireless Response:

No, to the best of our knowledge.

(i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Qualified Contractor's knowledge*)? YES NO

(j) any bankruptcy proceeding? YES NO

CERTIFICATION:

The undersigned: (i) recognizes that this questionnaire is submitted for the express purpose of assisting the Georgia Technology Authority (GTA) and the State of Georgia, its State of Georgia recognized governmental entities and political subdivisions to make a determination regarding the eligibility for award of a contract, or to approve a subcontract; (ii) acknowledges that the GTA, the State of Georgia, its State of Georgia recognized governmental entities and political subdivisions may, in their sole discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; (iii) acknowledges that submissions of false or misleading information may constitute fraud, may result in ineligibility for contract award, may be used as grounds for termination for default of any contract awarded in relation to this certification, may be considered by the GTA, the State of Georgia, its State of Georgia recognized governmental entities and political subdivisions in making responsibility determinations in other procurements, and may subject the Qualified Contractor or its representatives to criminal liability; (iv) as the authorized representative of the Qualified Contractor, states that the information submitted on this certification form and any attached pages is true, accurate and complete.

The undersigned hereby attests that he/she is duly authorized by the Qualified Contractor to make the statements and representations contained herein and/or attached hereto, on behalf of such Qualified Contractor.

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
And Cellco Partnership d/b/a Verizon Wireless
And Verizon Wireless of the East LP d/b/a Verizon
Wireless



Legal Name of Qualified Contractor Company

Signature of Qualified Contractor's Authorized Representative

One Verizon Way
Address

Todd Loccisano
Printed Name of Qualified Contractor's Authorized Representative

Basking Ridge, NJ 07920-1097
City, State, Zip

Executive Director
Enterprise & Government Contracts
Title

State of Maryland County of Howard

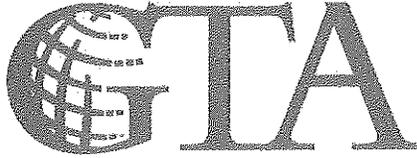
Sworn to and subscribed before me on this 1 day of October 2013.

Karen Cecelia Pugh
Notary Public

KAREN CECELIA PUGH
Notary Public-Maryland
Anne Arundel County
My Commission Expires
April 12, 2015

My Commission Expires: 4.12.2015

Note: *As used herein, the term "to the best of Qualified Contractor's knowledge" shall refer to the current actual knowledge of Qualified Contractor and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Qualified Contractor but does not impose upon Qualified Contractor any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertains. The fact that Qualified Contractors (or their principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, GTA will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the GTA to deem the bidder non-responsible in order to protect the interests of the GTA and/or the State.



Georgia Technology Authority

Request for Proposal Number: 9800-GTA794, subsequent to RFQC 9800-000000794

Addendum Number : 01 Dated: September 17, 2013

Commodity or Service: Wireless

Contracting Officer: Nanci Glazer Gay Telephone No: (404) 463-6539
Email: Nanci.glazer-gay@gta.ga.gov

RFP Release Date: September 3, 2013

RFP Response Due Date: October 3, 2013
Time: 2:00 PM, Eastern Daylight Savings Time

The attached information is made a part of this RFP. The purpose of this addendum is to provide the following:

- 1) Revised Appendix B to remove line 3.4.3.c
- 2) Appendix L, State of Georgia, Security and Immigration Form

Note: Review Carefully!

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (this page) should be attached to your RFP response. A signature on this addendum does not constitute your signature on the original RFP document. The original RFP response must also be signed in the proper places.

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Cello Partnership d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless

Firm Name

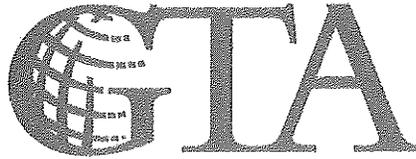
Signature

Todd Loccisano, Executive Director - Enterprise & Government Contracts

Typed Name and Title

Date

9/30/2013



Georgia Technology Authority

Request for Proposal Number: 9800-GTA794, subsequent to RFOC 9800-000000794

Addendum Number : 02 Dated: September 24, 2013

Commodity or Service: Wireless

Contracting Officer: Nanci Glazer Gay Telephone No: (404) 463-6539
Email: Nanci.glazer-gay@gta.ga.gov

RFP Release Date: September 3, 2013

RFP Response Due Date: October 3, 2013
Time: 2:00 PM, Eastern Daylight Savings Time

The attached information is made a part of this RFP. The purpose of this addendum is to provide the following:

- 1) Delete Section 2.7 of the RFP in its entirety and replace with the following:
The "Term" of the resulting "Agreement" shall begin on the Effective Date and end on June 30, 2017. Thereafter, the "Agreement" may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1-June 30).
- 2) In Appendix H to the RFP (the "Agreement"), delete section 3.1.
- 3) In Appendix H to the RFP (the "Agreement"), delete Attachment A, Contractor Plans.

Note: Review Carefully!

In the event of a conflict between previously released information and the information contained herein, the latter shall control.

NOTE: A signed acknowledgment of this addendum (this page) should be attached to your RFP response. A signature on this addendum does not constitute your signature on the original RFP document. The original RFP response must also be signed in the proper places.

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Celco Partnership
d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless

Firm Name

Signature

Todd Loccisano, Executive Director - Enterprise & Government Contracts

Typed Name and Title

Date

9/30/2013

Appendix G
Sales and Use Tax Compliance Form

Purpose: The purpose of this form is to insure that GTA Qualified Contractors and their affiliates are in compliance with the collection and payment of Georgia Sales and Use tax as required by O.C.G.A. § 50-5-82.

Implementation: GTA requires all bidders to provide Sales and Use Tax information in every solicitation document that is anticipated to be for \$100,000 or more and put out an addendum to any contract that is for \$100,000 or more currently in existence. A bidder shall provide GTA with the information as indicated below prior to the acceptance of any bid or contract award.

Information Required:

Bidder's Legal and d/b/a/ Name Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Cellco Partnership d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless

Business's Physical Location One Verizon Place, Alpharetta, GA 30004

Bidder's Federal Identification numbers *See Below

Georgia Certificate of Registration Number (Sales and Use Tax Number) *See Below

Type of business activity preformed by the Bidder Wireless Carrier

Type of Products or Services Sold (If Applicable) Wireless products and services

Contact name and phone number for the Bidder Richard Long, 404-210-4415

Affiliate Definition:

"The term 'affiliate' means any entity that owns, or is owned by, the Qualified Contractor or any entity that controls, or is controlled by, the Qualified Contractor. Ownership exists to the extent that at least 50% of the outstanding equity interests, by vote or value, are directly or indirectly held by the entity or by the Qualified Contractor, as the case may be."

Information on affiliates will only be required if the affiliate is doing business or is anticipating doing business in Georgia. If the Qualified Contractor does not have any affiliated companies doing business in Georgia, GTA needs to State N/A. A sub-Contractor of a real property construction contract is not considered an affiliate unless meeting the definition.

List all affiliates' Legal and d/b/a/ Name *See Below

Affiliate's Federal Identification numbers *See Below

Affiliate's Georgia Certificate of Registration Number (Sales and Use Tax Number) for *See Below

Type of business activity preformed by the Affiliate Wireless Carrier

Contact name and phone number for the Affiliate Richard Long, 404-210-4415
(Use more pages if needed)

<u>* Entity Name</u>	<u>Federal EIN</u>	<u>GA Sales and Use Tax Number</u>
ALLTEL Communications, LLC	71-0781563	200-033568
Athens Cellular Inc	94-3058958	200-049404
Cellco Partnership	22-3372889	200-049395
Southwestco Wireless LP	22-3381660	200-049410
Verizon Wireless (VAW) LLC	46-2190792	200-038037
Verizon Wireless of East LP	48-1262622	200-049425
VW Personal Communications LP	75-2681333	175-581898
Verizon Wireless Network Procurement	22-3825585	200-033568

Verizon RFP Clarifications

Item #	RFP Reference	Response	Issue	Resolution	Issue Resolved?
1	2.9.5 All material submitted regarding this RFP becomes the property of GTA.	<p>Verizon Wireless Response: Exception. Verizon Wireless acknowledges that although GTA may retain possession of copies of our proposal, all Verizon Wireless information furnished in our proposal remains the exclusive property of Verizon Wireless.</p>	<p>GTA understands that once a vendor submits a proposal; the material provided becomes the property of the State. Any sharing of the contents of the proposal submitted to a third party may be reviewed by the vendor. At which, the vendor may be given the opportunity to review the information requested and petition GTA for non-release. GTA has the sole discretion to determine if the information released should be restricted.</p> <p>GTA will comply with the State's Open Record Act.</p>	<p>Clarification. Verizon Wireless will comply with the State's Open Record Act.</p>	<p>Yes, 11/13/2013</p>
2	3.3.1.2.d Software Applications	<p>Exception with clarification. Verizon Wireless works with a wide variety of third-party vendors in determining the best solution for each customer's specific needs. Therefore, it would not be equitable to list any specific third-party vendors as the most frequently used to support or complement our products and services.</p>	<p>GTA expects that any third party product offered under this contract will be invoiced by Verizon.</p>	<p>Exception. All solutions provided by a third-party are billed by the third-party. Verizon Wireless does not currently offer "billing on behalf of" for third party vendors to its government accounts. GTA will have the option to determine if it wishes to purchase any third party products directly from the vendor.</p>	<p>Yes, 11/13/2013</p>
3	3.3.1.5.b Lost or Stolen Equipment	<p>Noted and understood. In the event that a wireless device is lost or stolen, Verizon will not hold liable your employee for unauthorized calls made after the employee reports the loss or theft to us.</p>	<p>GTA is confused by the resumption of service for lost or stolen equipment. We anticipate that if equipment is lost or</p>	<p>Clarification. The GTA entity may determine if the line of service on the lost or stolen device will be suspended for 30 days or terminated at the</p>	<p>Yes, 11/13/2013</p>

Verizon RFP Clarifications

Item #	RFP Reference	Response	Issue	Resolution	Issue Resolved?
		<p>Upon request, appropriate credits may be issued for any unauthorized usage incurred while a phone was lost or stolen. Upon notification, we will suspend service and billing for the lesser of thirty (30) days or until the recovery or replacement of the device, after which service and billing will resume. We may request reasonable documentation in support of a suspension request. The time of any suspension will not count toward satisfying the line term.</p>	<p>stolen, the service for that equipment will cease and not continue.</p> <p>We understand that Verizon will adhere to the entity disposition of the equipment.</p> <p>Additionally, the term of the service for the lost or stolen equipment is not in keeping with the termination criteria previously stated in the proposal.</p> <p>On Pg 17 of the Verizon Technical Response, there is an explanation of Verizon's actions once notified of a lost or stolen wireless device. GTA is seeking to understand what occurs after 30 days, if no replacement or recovery occurs, because there seems to be a presumption that service will begin again. If that is not the case, how does this reconcile with Section 3.3.1.4.c?</p> <p>In section 3.3.1.4.c, Verizon's Technical Response was "understands with clarifications". Then there is an entire paragraph that speaks to</p>	<p>time of notification. If the line is suspended, the GTA entity must decide if it will suspend service with or without billing. If "with billing" is selected upgrade eligibility is not affected. If "without billing" is selected upgrade eligibility date will be extended equal to the days of suspension.</p> <p>However, suspended service for lost or stolen devices automatically reconnects after 30 days. The GTA entity will then need to determine if the lost or stolen device will be replaced or if the line of service will be reassigned or terminated.</p> <p>ETF's are waived for GTA's Government liable Subscribers under the GTA contract; therefore, a GTA entity may terminate a line of service at its sole discretion.</p> <p>Section 3.3.1.4.c refers to Early Termination Fees Applied for Transferring From existing Contracts (if applicable) to New Contract.</p> <p>Clarification. There are no fees associated with the migration of existing lines of service between Verizon</p>	

Verizon RFP Clarifications

Item #	RFP Reference	Response	Issue	Resolution	Issue Resolved?
			<p>Activation Fees. This is in Pg. 11 of the Verizon Technical Response.</p> <p>GTA is seeking Verizon to reconcile the two sections, as they appear to be inconsistent or our misread/interpretation.</p> <p>GTA can envision a situation where no replacement is required and no recovery occurred. Please describe if the situation moves to an ETF scenario?</p>	<p>Wireless' existing contract with GTA and any resulting new agreement between GTA and Verizon Wireless.</p> <p>Verizon Wireless' response to that section states that we will not be responsible for any penalties or fees that may be associated with the termination of services on existing contracts with other carriers when transferring lines to Verizon Wireless' contract.</p> <p>If no replacement device is required and no recovery of the equipment has occurred the line may be terminated upon the request of GTA entity without incurring an ETF.</p>	
<p>Verizon Wireless Pricing and Equipment Offer GTA Proposal No. 9800-GTA794</p>	<p>Equipment Replacement: Should a State of Georgia recognized governmental entity notify Verizon Wireless of a lost, stolen or damaged phone that is out of warranty, Verizon Wireless will send a replacement device and charge the account a \$100.00 replacement cost, or the then current government equipment price, whichever is less at the time of purchase, excluding rebates or promotions. For damaged devices, if the State of Georgia recognized governmental entity returns the</p>	<p>GTA is confused by the \$100 replacement charge. Is this a change to the technical proposal concerning penalties and fees?</p>	<p>Clarification. No, this is not a change to the technical proposal concerning penalties and fees. This policy refers to lost, stolen or damaged devices. This has been the policy in use since the inception of the current GTA contract.</p> <p>The replacement charge would not apply unless the</p>	<p>Yes, 11/13/2013</p>	

Verizon RFP Clarifications

Item #	RFP Reference	Response	Issue	Resolution	Issue Resolved?
		<p>damaged device within thirty (30) days of receipt of the replacement device, Verizon Wireless will credit the account for any amount over the \$100.00 replacement cost as applicable. If the replacement device is not returned because it is lost or stolen, Verizon Wireless will charge the account \$100.00 or the then current government equipment price, whichever is greater at the time of purchase.</p> <p>Note: This offer is available only once per twelve (12) month period per line, if there is more than one lost, stolen or damaged device per mobile telephone number within a 12-month period, the replacement device cost would be at full retail price.</p>		<p>replacement cost for the device was to be greater than \$100.00 at the time of the request. Please note, however, this offer may only be used once per twelve month period per line.</p> <p>For any GTA device that is lost, stolen or damaged and is out of warranty, upon notification Verizon Wireless will send GTA a replacement device, and charge the account \$100.00, or the then-current government equipment price for that device, whichever is less at the time of purchase (rebates and promotions do not apply for replacement devices). For damaged devices, if GTA returns the damaged device within thirty (30) days of the date you receive the replacement device (described above), Verizon Wireless will credit the account for any amount that was originally paid for the device that is over the \$100.00 replacement cost. For lost or stolen devices that are not returned to Verizon Wireless, the \$100.00 (or then-current government equipment price) will remain on the account.</p>	

ATTACHMENT C
AGENCY SUBSCRIPTION AGREEMENT

GTA AGENCY AGREEMENT

This agreement is dated _____ 20__ between Verizon Wireless (VAW) LLC (a Delaware LLC) d/b/a Verizon Wireless and Cellco Partnership (a Delaware Partnership) d/b/a Verizon Wireless and Verizon Wireless of the East LP (a Delaware LP) d/b/a Verizon Wireless ("Verizon Wireless") and _____ ("Agency"), a city, county, municipality or other political sub-division of the State of Georgia that agrees to be bound by Georgia Technology Authority's (GTA's) Rules for the limited purpose of the Georgia Technology Authority (GTA) conducting, coordinating or facilitating a technology resource purchase or solicitation on their behalf.

This Agency Agreement shall be governed by the terms and conditions of that certain ENTERPRISE AGREEMENT FOR SERVICES AND DEVICES between Georgia Technology Authority ("GTA") and Verizon Wireless, dated December 13, 2013 ("Enterprise Agreement"), a copy of which is attached hereto and incorporated herein by reference. Verizon Wireless hereby agrees to extend the privileges and benefits of the Enterprise Agreement in consideration of Agency's agreement herein to be bound by all the terms and conditions set forth in the Enterprise Agreement. GTA will only be responsible for services provided to GTA and will not be responsible for payments for services provided to any individual Agency. Agency hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder. For all purposes of the Enterprise Agreement, Agency shall perform its obligations in the same manner as GTA under the Enterprise Agreement and Verizon shall provide equipment and services to GTA and Agencies in like manner, except as otherwise provided herein.

Customer Proprietary Network Information (CPNI) is deemed confidential by the parties and will not be released by Verizon Wireless pursuant to any public information disclosure request without the prior approval of the affected Agency. GTA, for purposes of contract administration, is requiring the Agency, as a condition of purchasing under the Enterprise Agreement, to grant consent to share limited CPNI.

The undersigned represents and warrants that he/she has the power and actual authority to execute this GTA Agency Agreement, bind the respective Agency, and that the execution and performance of this Agency Agreement has been duly authorized by all necessary parties.

VERIZON WIRELESS

AGENCY

By: _____

By: _____

Name: Todd Loccisano

Name: _____

Title: Executive Director – Enterprise & Government Contracts

Title: _____

Date: _____

Date: _____

Exhibit A

Verizon Pricing and Equipment Offer

Verizon Wireless Pricing and Equipment Offer GTA Proposal No. 9800-GTA794

Government Subscriber: An employee of Georgia Technology Authority ("GTA" or "Customer") utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. Other rates, charges and fees, including but not limited to charges for options, features, applications and 411 Connect, may be changed following 30 days' written notice. Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing are not available to purchases made through agents or at retail store locations.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees and Early Termination Fees ("ETF's") are waived for Government Subscribers on voice and data plans and for M2M Lines.

M2M Management Center: The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in any resulting agreement. The M2M Management Center may be provided by Verizon Wireless' third party supplier nPhase. The set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless and nPhase retain full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof. The limitation of liability, limitation of damages and disclaimer of warranties sections of the Agreement apply to nPhase and to services provided hereunder by nPhase.

Grandfathered Price Plans: Verizon Wireless will allow Customer's existing Government Subscribers who are currently procuring services from Verizon Wireless pursuant to previously offered calling plans ("Grandfathered Plans"), to continue receiving such services at the pricing, terms and conditions contained in such Grandfathered Plans until such Subscribers either migrate to the pricing provided in any resulting agreement or terminate such Grandfathered Plans. Existing Government Subscribers procuring services under such Grandfathered Plans are not eligible for Equipment upgrades until such Subscribers migrate to the pricing provided in any resulting agreement.

Equipment Replacement: Should a State of Georgia recognized governmental entity notify Verizon Wireless of a lost, stolen or damaged phone that is out of warranty, Verizon Wireless will send a replacement device and charge the account a \$100.00 replacement cost, or the then current government equipment price, whichever is less at the time of purchase, excluding rebates or promotions. For damaged devices, if the State of Georgia recognized governmental entity returns the damaged device within thirty (30) days of receipt of the replacement device, Verizon Wireless will credit the account for any amount over the \$100.00 replacement cost as applicable. If the replacement device is not returned because it is lost or stolen, Verizon Wireless will charge the account \$100.00 or the then current government equipment price, whichever is greater at the time of purchase. Note: This offer is available only once per twelve (12) month period per line, if there is more than one lost, stolen or damaged device per mobile telephone number within a 12-month period, the replacement device cost would be at full retail price.

Equipment Purchases: For specific product functionality and features, device and calling plan/feature compatibility, and for the latest equipment pricing, see your Verizon Wireless Government Account Manager or visit www.verizonwireless.com. All PC Card, USB Modem, notebooks with Mobile Broadband Built-In, Smartphone or BlackBerry device purchases must be combined with an eligible data plan. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing. Government Subscribers may purchase at Government Equipment Matrix pricing or the then current Government Promotional pricing available from your account manager, whichever is less at the time of purchase. Verizon Wireless reserves the right to disconnect cellular service if a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10-month upgrade policy. Government Subscriber Equipment Pricing listed in Government Equipment Matrix is not available for activations or upgrades on Verizon Wireless Machine to Machine (M2M) plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. All Equipment is subject to change and availability; Verizon Wireless reserves the right to add or discontinue models.

Accessory Discount: 25% discount off the retail price of eligible accessories. However, should GTA achieve 85,000 lines in service or more, Verizon Wireless will provide a 30% discount off of the retail price of eligible accessories.

This Verizon Wireless offer supersedes all previous offers to GTA that have not been incorporated into an executed Agreement or Amendment.

Government Subscriber Monthly Access Fee Discount (on eligible calling plans and data features)
--

21%

WIRELESS VOICE CALLING PLANS

Custom America's ChoiceSM for GTA Voice Plans

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

AC for GTA Voice Calling Plans:	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes	2000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	400	600	1000	2000
Monthly Access Charge (Pre-Discount)	\$35.88	\$52.55	\$67.94	\$99.99
Monthly Access Charge (21% Discount Applied)	\$28.35	\$41.51	\$53.67	\$78.99
Overage Rate	\$0.25 per minute			
Domestic Night & Weekend Minutes	Unlimited			
Domestic Mobile to Mobile Minutes	Unlimited			
Friends & Family for Government	N/A	Up to 10 numbers For Entire Account, Not Per User		
Unlimited Domestic Text Messages	\$5.00			
500 Domestic Text/Picture/Video Messages	Included			
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month (device dependant)			
Domestic Long Distance	Included			
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.				

Custom America's ChoiceSM for GTA Voice Calling Share Plans

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

AC for GTA Voice Calling Plans:	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes	2000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	200	400	600	1000	2000
Monthly Access Charge (Pre-Discount)	\$34.99	\$38.45	\$55.12	\$70.50	\$104.99
Monthly Access Charge (21% Discount Applied)	\$27.64	\$30.38	\$43.54	\$55.70	\$82.94
Overage Rate	\$0.25 per minute				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Friends & Family for Government	N/A	Up to 10 numbers For Entire Account, Not Per User			
Unlimited Domestic Text Messages	\$5.00				
500 Domestic Text/Picture/Video Messages	Included				
Unlimited Domestic Push-to-Talk	\$2.00 additional per user, per month (device dependant)				
Domestic Long Distance	Included				
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

Custom Nationwide for GTA Shared Minute Plan

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

Custom Nationwide for GTA Additional Line Voice Plan	
Monthly Access Charge	\$19.99
Domestic Anytime Voice Minutes Per Month	0 Minutes. Minutes can share minutes from voice and/or voice & data bundle plans
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Voice Per Minute Rate	\$0.25 per minute
Data Sent or Received	\$1.99/MB or per data package
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Customer must have five (5) or more lines on a single account to qualify. No more than 50% of the total Subscriber lines on Share Plans can be placed on the Custom Nationwide for GTA Shared Minute plan.	

America's ChoiceSM for GTA Voice Flat Rate Plan: GTA Subscribers Only

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

America's ChoiceSM for COMA Voice Flat Rate Plan

Monthly Access Charge	\$10.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
Voice Per Minute Rate	\$0.11 per minute
Domestic Long Distance	Included

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. The \$2.00 PTT feature may NOT be added to this plan.

GTA Custom Nationwide Non-Share Push-to-Talk Plan: GTA Subscribers Only

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

GTA Custom Nationwide Non-share Push-to-Talk Plan

Monthly Access Charge	\$19.99
Domestic Anytime Voice Minutes Per Month	0 Minutes.
One to One & Group Talk	Unlimited (device dependant)
Data Sent or Received	\$1.99/MB or per data package

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

WIRELESS VOICE & DATA BUNDLED PLANS

America's ChoiceSM for GTA Voice & 3G/4G Data: Shared Minute Plans					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
AC for GTA Voice & 3G/4G Data: Shared Minute Plans:	200 Voice Minutes	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes	2000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	200	400	600	1000	2000
Monthly Access Charge (Pre-Discount)	\$54.99	\$60.99	\$74.99	\$90.99	\$124.99
Monthly Access Charge (21% Discount Applied)	\$43.44	\$48.18	\$59.24	\$71.88	\$98.74
Overage Rate	\$0.25 per minute				
Domestic Data Allowance for Email	Unlimited				
Domestic Night & Weekend Minutes	Unlimited				
Domestic Mobile to Mobile Minutes	Unlimited				
Unlimited Domestic Text Messages	Included				
Unlimited Domestic Text/Picture Messaging	Included (Smartphones Only)				
Friends & Family for Government	N/A	Up to 10 numbers For Entire Account, Not Per User			
NationalAccess Roaming	\$0.002 per Kilobyte				
Unlimited Domestic Push to Talk	\$2.00 (device dependant)				
Domestic Long Distance	Included				
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.					

(Global) America's ChoiceSM for GTA Voice & Global 3G Data Plans

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

AC for GTA Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	400	600	1000
Monthly Access Charge Non Share (Pre-Discout)	\$92.49	\$108.74	\$123.74
Monthly Access Charge Non Share (21% Discount Applied)	\$73.07	\$85.90	\$97.75
Monthly Access Charge Shared Minute (Pre-Discout)	\$94.99	\$111.24	\$126.24
Monthly Access Charge Shared Minute (21% Discount Applied)	\$75.04	\$87.88	\$99.73
Voice Overage Rate	\$0.25 per minute		
3G Domestic & Global Data Allowance for Email	4GB Domestic/1GB International		
Domestic per GB Allowance	\$10/GB		
International per KB Rate After Allowance	Canada	Mexico	Rest of World
	\$0.002 per KB	\$0.005 per KB	\$0.02 per KB
Voice Roaming in CDMA Countries	\$0.69 per minute (plus pass through charges)		
International/Global Phone Roaming		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	\$0.99	\$1.99
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Domestic Text Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Unlimited Domestic Push to Talk	\$2.00 (device dependant)		
Domestic Long Distance	Included		
NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options.			

WIRELESS DATA PLANS

Custom Mobile Broadband/Access for GTA 3G Data Plan

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

3G Mobile Broadband Access Only

Discounted Monthly Access Fee	\$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per GB	NA
National-Access Roaming	\$0.002 per Kilobyte

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

Custom Mobile Broadband/Access for GTA 4G Data Plan

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

4G Mobile Broadband Access Only

Discounted Monthly Access Fee	\$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Unlimited
Overage Rate Per GB	NA
National-Access Roaming	\$0.002 per Kilobyte

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Included each month is a 5 GB usage allowance with no overage charges. Should a customer exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month.

Mobile Broadband/Access Calling Plan for Tablet/Netbook Devices

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

4G Mobile Broadband Access Only

Discounted Monthly Access Fee	\$29.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	2 GB Pooled
Overage Rate Per GB	\$10.00
National-Access Roaming	\$0.002 per KB

NOTE: See attached Calling Plan and Feature Details for important information about calling plans, features and options. This plan will only pool allowances with subscribers on the 4G Mobile Broadband/Access 2 Gigabyte Pooled Plan for Tablet/Netbook Devices.

Mobile Broadband for GTA Shared Data Plans

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

Mobile Broadband for GTA Shared Data Plans Tablets, Netbooks, USB Modems, Notebooks, Dedicated Mobile Hotspots, and Verizon Jetpacks

Monthly Access Fee (Pre-Discount)	\$30.00	\$50.00	\$80.00
Monthly Access Fee (21% Discount Applied)	N/A	\$39.50	\$63.20
Monthly Data Allowance (Shared)	2 GB	5 GB	10 GB
Rate After Allowance	\$10.00 per GB		
NationalAccess Roaming	\$0.002 per KB(Canada)/ \$0.005 per KB (Mexico)		

Notes: Current coverage and speed details can be found at www.verizonwireless.com. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. 4G service requires 4G Equipment and 4G coverage. *Monthly access fee discounts on these plans are only available to Government Subscribers. Sharing is available only among Government Subscribers to Mobile Broadband for GTA Shared Data Plans. Good for Enterprise is available for tablets at no charge on the 5GB and 10GB plans and for \$15.00 per month on the 2GB plan.

3G Global Email for GTA Feature and Plan

A discount has been applied; the feature and plan are not eligible for any further discounts.

3G Global Email Feature and Plan

Monthly Access Fee	\$64.99
3G Domestic & Global Data Allowance for Email	4GB Domestic/1GB International
Global MB Allowance – Tier 1	100 MB in Tier 1 countries
Data Overage Tier 1	\$0.002 per KB Canada/\$0.005 per KB Mexico
NationalAccess Roaming Tier 1	\$0.005 per KB and other Tier 1 countries
NationalAccess Roaming (International) – Tier 2	\$0.02 per KB (beyond Tier 1 countries)
Home Airtime Rate†	\$0.25 per minute
Domestic Long Distance	Included

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. †Home Airtime Rate applies to voice calls, other non-NationalAccess data usage in the United States.

MACHINE-TO-MACHINE/ TELEMETRY PLANS

Mobile Broadband Machine-to-Machine (M2M) Share Plans Low Usage Group					
The calling plans below reflect the monthly access charge discount. No additional discounts apply.					
Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	1 MB	5 MB	25 MB	50 MB	150 MB
Monthly Access Charge	\$5.00	\$7.00	\$10.00	\$15.00	\$18.00
Overage Rate Per Megabyte	\$1.00				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans High Usage Group					
Calling plans with a monthly access fee of \$34.99 and higher are eligible to receive a monthly access charge discount.					
Mobile Broadband Machine-to-Machine Plans:	250 Megabytes	1 Gigabyte	5 Gigabytes	10 Gigabytes	
Domestic Data Allowance Per Month	250 MB	1 GB	5 GB	10 GB	
Monthly Access Charge (Pre-Discount)	\$20.00	\$25.00	\$50.00	\$80.00	
Monthly Access Charge (21% Discount Applied)	N/A	N/A	\$39.50	\$63.20	
Overage Rate Per Megabyte	\$0.015				
National Access Roaming	\$0.002 per Kilobyte(Canada)/\$0.005 per Kilobyte (Mexico)				
Sharing					
<p>Please Note: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. <u>Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.</u></p> <p>Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts.</p>					

ADDITIONAL WIRELESS SERVICES

Enterprise Messaging Plans

Please note that these plans are being offered as Open Market. Contingent upon execution of a Blanket Purchase Agreement between the parties.

The plans below are Not eligible for discounts.

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
Unlimited (For Public Safety/First Responders Only as defined below*)	\$0.00*	--
100,000	\$200.00	\$0.02
Unlimited	\$500.00	--

*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety / First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities

1. **ENTERPRISE MESSAGING:** In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. **REQUIREMENTS AND RESTRICTIONS:** Enterprise Messaging for Public Safety is only available to customers approved by Verizon Wireless that qualify as Customer must have at least five (5) active Government Subscribers. Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers and Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols. Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may be updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under the Contract; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of the Contract, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. **PUBLIC SAFETY FIRST RESPONDERS:** Customer acknowledges and agrees that the \$0.00 Enterprise Messaging Monthly Access is being provided free of charge for the purpose of public safety and hereby agrees that it will use this offer in good faith for purposes only associated with public safety activities.

4. **LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

5. **CUSTOMER'S ENTERPRISE MESSAGING CONTACT:** Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer

must provide written notice of changes to contact information fourteen days prior.

6. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. IP ADDRESSES: Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

8. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITH NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS CONTRACT OR FOR GOOD CAUSE which shall include, but is not limited to: (a) breaching these terms or the Contract; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to these terms; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with these terms; or (f) operational or other governmental reasons.

Wireless Priority Service (WPS)

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

Discounted Monthly Access Fee	\$4.50
Discounted Feature Initiation Charge	\$10.00
Per Minute of Use Charge	\$0.75

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

Field Force Manager Feature: GTA Subscribers Only

Data Package Required

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

Monthly Access per Basic Device:		
(Requires a minimum 75 MB Data Package or higher)		
Limited	Basic	Pro
\$15.00 per user	\$20.00 per user	\$25.00 per user
		\$19.75 (21% Discount Applied)
Monthly Access per Advanced Device		
(Requires a minimum 2 GB Data Package or higher)		
Limited	Basic	Pro
\$15.00 per user	\$20.00 per user	\$25.00 per user
		\$19.75 (21% Discount Applied)

May be added to America's Choice and Nationwide plans. Requires 2 MB of data for initial download. Subsequent downloads are charged.

Verizon Wireless Field Force Manager: Basic Phones Only (3G Only)

The feature and plan below reflect the monthly access charge discount. No additional discounts apply.

Select Basic Phones only	Limited	Basic
Monthly Access Charge (Pre-Discount)	\$24.99	\$29.99
Monthly Access Charge (21% Discount Applied)	N/A	\$23.69
Monthly Data Allowance	Includes 50 MB of data	Unlimited
Overage Charge	\$10.00 per 50 MB	N/A

NOTE: *Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.

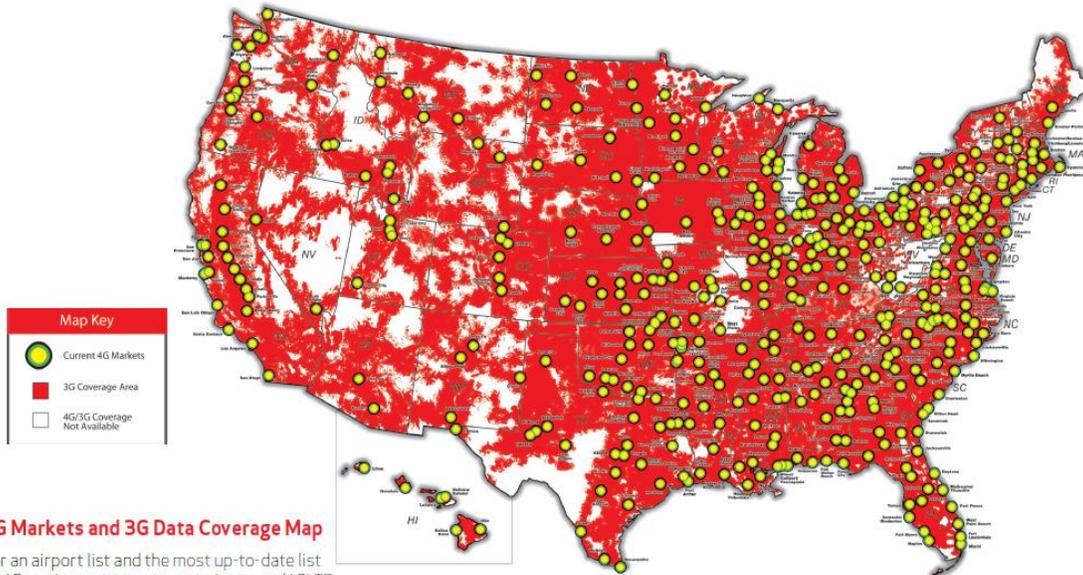
Field Force Manager: By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess feature details.

COVERAGE MAP

THE LARGEST HIGH-SPEED WIRELESS NETWORK IN AMERICA.



Available in over 400 cities nationwide.



4G Markets and 3G Data Coverage Map

For an airport list and the most up-to-date list of 4G markets, visit verizonwireless.com/4GLTE

Important Map Information:

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

Headset Banner Information: "Extended Network" or "Roaming". Included Features and Optional Services may not be available.

Plans and features are subject to additional terms and conditions. Please review the Your Business Guide or speak to a Verizon Wireless Sales Representative for more information. Network details & coverage maps at vzw.com. © 2012 Verizon Wireless.

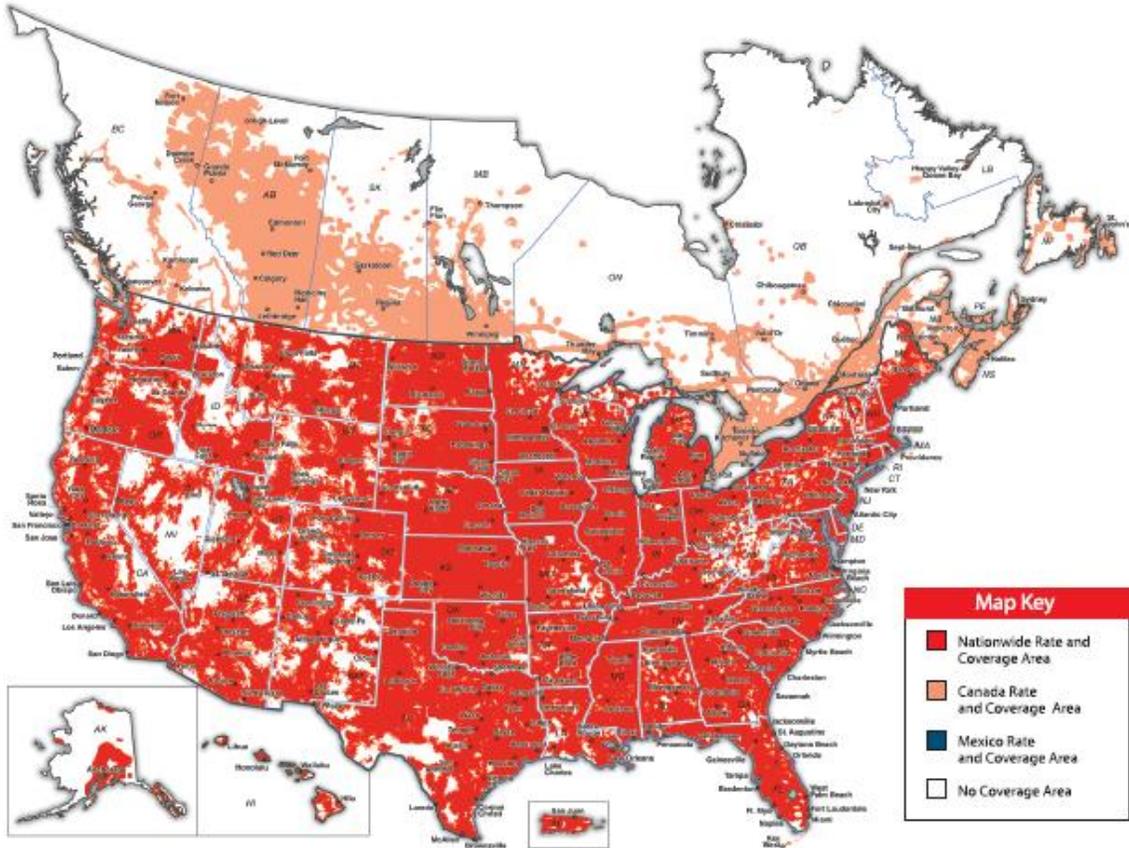
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COVERAGE MAP

THE SIGNAL. YOURS TO COMMAND.

The network. 80 million strong.



Map Key

- Nationwide Rate and Coverage Area
- Canada Rate and Coverage Area
- Mexico Rate and Coverage Area
- No Coverage Area

Rate and Coverage Area Map

VerizonWireless Nationwide, Nationwide Plus Canada, and Nationwide Plus Mexico

Find your business specialist today at findmyvzwrep.com.

Important Map Information:

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

Handset Banner Information

*Extended Network or "Roaming": Included Features and Optional Services may not be available.



Network details & coverage maps at vzw.com. © 2010 Verizon Wireless.

0111-02651

Verizon Wireless Calling Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

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

Verizon Wireless Calling Plan Included Features

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

¹Airtime charges apply to all calls simultaneously.

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

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

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

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

Unlimited Messaging: Unlimited Messaging is included with the Talk & Text Plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the global services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. The Push to Talk feature can be added to plans with a monthly access fee of \$34.99 or higher.

For optimal Push to Talk performance, all callers on a Push to Talk session must have a device that supports EV-DO Rev. A and receives EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls will go directly to Voice Mail. When you are on a voice call, you can't receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The accuracy of presence information may be affected by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and plan/feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

International Eligibility: International Eligibility requires a minimum payment history and credit approval; a contract term and security deposit may also be required. Failure to maintain these requirements may result in suspension of International Eligibility without notice. You can remove International Eligibility at any time by calling Customer Service. You are responsible for any unauthorized use of your SIM Card and will safeguard security codes. Upon termination of service, destroy your SIM Card. **See verizonwireless.com/global for details.**

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/global for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using Global Phone, or Global Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/global for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for CDMA roaming in many destination. Rates, terms and conditions apply only when roaming on participating GSM and CDMA networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/narooming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: CDMA Roaming rates are available at www.verizonwireless.com. Roaming in CDMA countries is only available in "CDMA" mode where service is available. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received, and applies when roaming in most foreign countries. Text messaging rates are subject to change. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the

video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit www.verizonwireless.com/vzoptimization www.verizonwireless.com/global.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers.

To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network.

Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See www.verizonwireless.com/privacy]

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

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

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

personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. In other available countries, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/global

Global Data Optional Features: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and Global Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install Global Data Optional Features VZAccess ManagerSM and run the OTA wizard. Global Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

Global Email SIM Cards: SIM Cards are available for use with your Global PC Card, Global Smartphone, or Global Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your GlobalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

Share Option

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

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

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

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

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of \$0.002/KB or \$2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of \$0.005/KB or \$5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/narooming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of \$0.02/KB or \$20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Share Options

Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans. Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs

needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

EXHIBIT B

E-Verify Form

Appendix L

State of Georgia, Security and Immigration Form

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Technology Authority (GTA) and by the delegated authority, to any authorized state entity user of the State of Georgia, GTA Enterprise (Statewide) Contract for Wireless Service has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

111401

Federal Work Authorization User Identification Number

4/4/2008

Date of Authorization

Cellco Partnership d/b/a Verizon Wireless

Name of Contractor

Wireless Communication Services

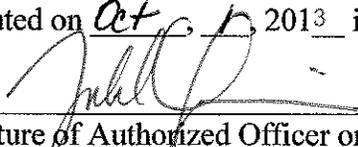
Name of Project

Cellco Partnership d/b/a Verizon Wireless

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Oct 10, 2013 in Laurel (city), MD (state).


Signature of Authorized Officer or Agent

Todd Loccisano, Executive Director - Enterprise & Government Contracts

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 1 DAY OF October, 2013.

Karen Cecelia Pugh
NOTARY PUBLIC

My Commission Expires:

4.12.2015

KAREN CECELIA PUGH
Notary Public-Maryland
Anne Arundel County
My Commission Expires
April 12, 2015