

Overview for Contract

Prior to utilizing a contract, the user should read the contract in it's entirety.

DESCRIPTION

- ✓ Current contract piggybacks on the Western State Contracting Alliance contract, currently held by Nevada.
- ✓ This contract is to provide the Commonwealth with wirelessVoice and data service from the selected vendors.

Current Vendors:

Cingular Wireless, Verizon Wireless, Sprint with Nextel

CONTRACT INFO

Contract Number & Title	9985-34 – Wireless Communication Services
Number of Suppliers	3
Validity Period	04/2004 – 10/09/2010
DGS Point of Contact	Patrick Francisco
Contact Phone# Email	<u>717-346-9653</u> <u>pfrancisco@state.pa.us</u>

PRICING HIGHLIGHTS

- ✓ All phones issued to the Commonwealth are free of charge, lowered rate plans, and use of pooled plans for a more cost effective service.
- ✓ Also, all purchases needed off contract are discounted by %15
Current Annual Spend: \$3,250,000. This can be seen as a highlight, because the large amount of spend can be used as leverage to negotiate and/or lower rates with the vendors.

PROCESS TO PURCHASE

CTAR: Wireless Service Orders

- All service must be ordered, changed, and cancelled through CTAR.
- Cellular service may be consolidated on one service order, using a BCTS input spreadsheet to provide cellular telephone numbers.
- All cellular telephone numbers must be maintained in the CTAR Inventory.
- Agencies must notify BCTS when lines are added or deleted
Information on CTAR including forms can be found on the Keycomm Website: [Click Here](#)

NOTICE TO AGENCIES

CONTRACT SCOPE/OVERVIEW: This Contract No. 9985-34, Wireless Communication Services (identified here and in the other documents as the "Contract") will cover the requirements of Commonwealth agencies for wireless communication services.

CONTRACT TERM: This contract is effective April 1, 2004 and shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, and (b) termination of this Addendum in accordance with its terms or the terms of the Master Contract.

ACCESSORIES: Accessories are offered under this contract. See attached price lists.

NOTE ON CAMERA, PICTURE AND VIDEO CELLULAR TELEPHONES: Due to concerns over privacy, confidentiality, security, and sensitivity, use of the photographic capabilities of personal camera, picture, or video cellular telephones is prohibited at Commonwealth owned/leased work sites. Use of this technology is also prohibited while an employee is conducting official Commonwealth business away from a Commonwealth facility, e.g. an inspector in a privately-owned building. This policy does not forbid normal voice use of cellular phones that have photographic capabilities; however, it prohibits the use of the camera-related technology while in Commonwealth work settings. All employees, contractors and vendors should be informed that this capability is not to be used. Violations of this policy may result in progressive discipline up to and including termination. Should an employee be suspected of violating this policy, supervisors are to contact their Human Resource office for appropriate guidance. Agencies are to establish policies that ban the use of these types of devices by clients or customers and post prohibitions at appropriate locations.

The Commonwealth will not provide employees with cellular telephones that have camera related technology. Therefore, managers or supervisors are not to approve the purchase and allocation of these types of cellular phones to any employee.

Agencies are encouraged to also consult Management Directive 240.11 regarding the purchase of Cellular Telephone Equipment and Services.

PAGERS: Pagers are not included on this contract.

CTAR: Wireless Service Orders

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- Cellular service may be consolidated on one service order, using a BCTS input spreadsheet to provide cellular telephone numbers.
- All cellular telephone numbers must be maintained in the CTAR Inventory.
- Agencies must notify BCTS when lines are added or deleted

Information on CTAR including forms can be found on the Keycomm Website:
keycomm@state.pa.us

INQUIRIES: Direct all questions concerning this contract to:
Mike Richart, Buyer
Telephone: (717) 783-8578
E-Mail: mrichart@state.pa.us

Direct all questions concerning CTAR to:
Teresa Menke
Telephone: (717) 787-9112
E-Mail: tmenke@state.pa.us

CONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

ACT 57	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON
X		PENNSYLVANIA CELLULAR TELEPHONE CORP DBA AT&T WIRELESS SERVICES GOVERNMENT SERVICES DIVISION 2550 INTERSTATE DRIVE, HARRISBURG, PA 17110	717-309-2175 717-880-6595	717-236-6635	SEAN BARBA, GOVERNMENT ACCOUNT MANAGER SEAN.BARBA@ATTWS.COM OR KRISTINE CRISWELL, CORPORATE ACCOUNT MANAGER KRISTINE.CRISWELL@ATTWS.COM
X		NEXTEL COMMUNICATIONS OF THE MID-ATLANTIC INC 3329 STREET ROAD BENSALEM PA 19020	215-783-5322	215-633-3938	RICK EISENBERG RICK.EISENBERG@NEXTEL.COM
X		VERIZON WIRELESS 4642 JONESTOWN RD. HARRISBURG, PA 17109	717-574-7474	717-545-1133	WILLIAM SMELTZER WILLIAM.SMELTZER@VERIZONWIRELESS.COM

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EXHIBIT A
SPECIAL TERMS AND CONDITIONS

This Exhibit A, "Special Terms and Conditions", is a part of the Participating Addendum ("Addendum") between AWS **National Accounts, LLC** (the "Contractor") and the **Commonwealth of Pennsylvania** acting through the Department of General Services ("DGS"). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meanings ascribed to them in the Addendum.

1. COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS

This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.

2. CONTRACT PURCHASE ORDER

Commonwealth agencies and local public procurement units may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and must be performed in accordance with the Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

DGS and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for a purchase order to be legally enforceable.
- b. Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.

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- c. The parties agree that no writing shall be required in order to make the purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

3. COMMONWEALTH EXECUTIVE AGENCY ORDERING PROCESS

Commonwealth executive agencies shall use the Commonwealth Telecommunications Asset Reporting ("CTAR") system to order services and equipment against this Addendum. CTAR Service Orders will be used to establish or modify services. Orders may be sent by e-mail or fax or electronically -entered through a web interface. All services activation and termination must be authorized through the designated Commonwealth executive agency Telecommunications Management Officer ("TMO") or designee. DGS will provide the Contractor with a list of TMOs within 10 days after the effective date of this Addendum.

4. DEACTIVATION/TERMINATION OF SERVICE

Cellular/data service accounts may not be deactivated nor may service be discontinued without the prior written request of the authorized user, except as provided in this Section 4. Deactivation or termination of service requests must be completed by the Contractor within twenty-four (24) hours receipt of such request from an authorized user. In the event that a cellular/data service account is delinquent in payment of undisputed charges for a period of not less than sixty (60) days, Contractor will provide notice to DGS of the delinquency. If the delinquency is not resolved to Contractor's satisfaction within thirty (30) days following such notice, Contractor may deactivate said account.

5 CONTRACT MANAGEMENT

The Contractor shall assign a project manager and project supervisor for the Addendum. The project manager shall be responsible for coordination of all activities between all

authorized users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor.

In the event that DGS is dissatisfied with the performance of the project manager, it will contact the project supervisor. At DGS's request, the Contractor shall replace the project manager.

The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Addendum. These individuals shall be responsible for providing services under the Addendum, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. At DGS's request, the Contractor shall replace a customer service representative.

The names, mailing addresses, e-mail addresses and telephone numbers of the project manager, the project supervisor, and the customer service representatives shall be provided to DGS within ten (10) days of execution of this Addendum.

6. PRIMARY CONTACT

The primary contact individual for this Addendum is as follows:

Stan Richart
Department of General Services Bureau of
Purchases 414 North Office Building
Harrisburg, PA 17120
(717) 787-5566
Fax: (717) 783-6241
E-mail: srichart@state.pa.us

7. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the addendum in a manner consistent with the determination of the contracting officer and shall compensate the Contractor pursuant to the terms of the addendum.

8. CONTROLLING LAW

The Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

9. CONTRACTOR INTEGRITY PROVISIONS

The Contractor agrees to comply with the Contractor Integrity Provisions that are attached hereto as Appendix A and incorporated by reference.

10. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause, which is attached hereto as Appendix B and incorporated by reference.

11. CONTRACTOR RESPONSIBILITY PROVISIONS

The Contractor agrees to comply with the Contractor Responsibility Provisions that are attached hereto as Appendix C and incorporated by reference.

12. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the Americans With Disabilities Act Provisions that are attached hereto as Appendix D and incorporated by reference.

13. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Department, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate to costs or pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged and costs incurred for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to costs or pricing data for this Addendum or any order for a period of three years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and their authorized representatives.

14. OFFSET PROVISIONS

The Contractor agrees that Participating Entities may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

15. TERMINATION PROVISIONS

In addition to the termination provisions provided for default in the Master Contract, the Contractor and DGS agree that the following additional termination provisions will apply to the Addendum between the Contractor and DGS.

a. TERMINATION FOR CONVENIENCE: The Commonwealth shall have the right to terminate the Addendum or a purchase order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. NON-APPROPRIATION: The Commonwealth's obligation to make payments during any Commonwealth year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Addendum or purchase order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract or contract purchase order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.

16. NOTICE

Any notice or demand from the Contractor or from DGS shall be in writing and shall be delivered by hand or deposit in US mail, postage prepaid, via registered or certified mail. If to the Contractor in an envelope addressed to the attention of the project manager identified by the Contractor pursuant to Paragraph 4.

If to DGS, in an envelope addressed to the attention of:
Chief Procurement Officer Bureau of Purchases Department of General Services

414 North Office Building
Harrisburg, PA 17125

17. TERM OF ADDENDUM

This Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Addendum to the Contractor. The Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, and (b) termination of this Addendum in accordance with its terms or the terms of the Master Contract.

18. ENTIRE AGREEMENT

This Addendum and the Master Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of wireless communication services and equipment from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

**Exhibit B
to
PARTICIPATING ADDENDUM**

**FOR: The Commonwealth of Pennsylvania
UNDER THE
*WESTERN STATES CONTRACTING ALLIANCE***

**WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 10-00115**

Special Requirements

1. Scone.

This Exhibit B, "Special Requirements", is a part of the Participating Addendum ("Addendum") between AWS National Accounts, LLC ("the Contractor") and the Commonwealth of Pennsylvania acting through the Department of General Services ("DGS"). Unless otherwise defined, all capitalized terms in this Exhibit shall have the meanings ascribed to them in the Addendum.

2. General.

- a. The service plans set forth in this Exhibit B and Attachment I are the only service plans authorized for use by Commonwealth agency users. The Contractor cannot offer, and Commonwealth agencies cannot accept, other service plans without prior authorization by the Office of Administration's Bureau of Commonwealth Telecommunication Services ("BCTS") and DGS.
- b. The service plan rates will remain fixed over the life of the Master Contract unless reduced by the Contractor, at which time the reduced plan rates will represent a new fixed price ceiling.
- c. The Contractor cannot offer a promotional pricing program to Commonwealth agencies unless the program applies to all applicable accounts, is approved by BCTS and DGS, and is in effect for all Commonwealth agency users for the duration of the Addendum.

3. Plans.

Contractor will provide additional benefits to Commonwealth agencies and Local procurement units for the following plans available in the Master Contract:

- a. AT&T Wireless flat rate advantage plan \$9.99: users will receive no monthly minutes allotment, but will receive a discounted per minute rate.
- b. AT&T Wireless mLife Local Plan \$29.99: users may select either an additional 100 monthly anytime minutes, or a \$5.00 reduction in the monthly recurring charge. Users may not

receive both additional minutes and a \$5.00 reduction.

- c. AT&T Wireless mLife Local Plan \$39.99: users will receive an additional 200 monthly anytime minutes.
- d. AT&T Wireless mLife Local Plan \$49.99: users will receive an additional 200 monthly anytime minutes.
- e. AT&T Wireless mLife Local Plan \$74.99: users will receive an additional 300 monthly anytime minutes.
- f. AT&T Wireless mLife Local Plan \$99.99: users will receive an additional 400 monthly anytime minutes.
- g.. AT&T Wireless mLife National Plan \$39.99: users will receive an additional 200 monthly anytime minutes.
- h. AT&T Wireless mLife National Plan \$74.99: users will receive an additional 300 monthly anytime minutes.
- i. AT&T Wireless mLife National Plan \$99.99: users will receive an additional 400 monthly anytime minutes.

An informational summary of plans available to Commonwealth agencies is found in Attachment 1. Local procurement units are not restricted to these plans.

4. Features.

All provided cellular service will include the following features at no additional charge:

Voice Mail
 Caller ID / Caller ID block Call
 Forwarding Three way calling
 Speed dialing Call Waiting

5. Applicable Surcharges/Taxes.

a. The Contractor acknowledges that Commonwealth agencies and local public procurement units (as defined in Exhibit A) are exempt from the Federal excise tax. Notwithstanding this exemption, Commonwealth agencies and local public procurement units that procure equipment and/or service under this Addendum will pay: (a) any taxes not covered by this tax-exempt status, (b) the Universal Service Fund surcharge, (c) the Pennsylvania Gross Receipts Tax surcharge, and (d) the Regulatory Programs Fee. AWS will, however, provide an offsetting credit to Commonwealth agencies and local public procurement units in the amount that they pay to AWS for the Regulatory Programs Fee.

b. Except to the extent specifically set forth in this Addendum, Commonwealth agencies and local public procurement units shall not be required to pay any additional charges. To the extent that any additional charges result from a requirement imposed on the Contractor, after the effective date of the Addendum, by the federal and/or state government to either pay, or collect and pay, directly to the governmental agency a required amount associated with the service provided under the Addendum, the Contractor may charge/seek reimbursement for the charges related to the services provided to a Commonwealth agency or a local public procurement unit under this Addendum. In the event that the Contractor charges/seeks reimbursement for such charges, DGS shall have the option to terminate this contract, and Commonwealth agencies and

local public procurement units shall have the option to terminate an order, for convenience in accordance with the Addendum.

6. Activation/Termination Charges.

Activation or termination charges are not applicable charges for cellular/Blackberry services procured through this Addendum.

7. Basic Equipment Package.

All wireless service accounts will be equipped with the following basic equipment package:

Phone supporting digital & analog service
AC charger
Car charger
Phone battery

Those Commonwealth agencies and local public procurement units (as defined in Exhibit A) that have current wireless contracts with the Contractor, as of the effective date of this Addendum, that will carryover into the new contract period under the Addendum, will have the right to replace current hardware with new replacement basic equipment packages at no additional cost to the Commonwealth agency or the local public procurement unit (as defined in Exhibit A).

All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.

8. Late Payment Penalties.

The Contractor shall not assess a Commonwealth agency or a local public procurement unit (as defined in Exhibit A) with late payment penalties until and unless; the Commonwealth, agency or, , local public procurement unit has received written notification of the payment delinquency after the passage of one billing cycle, and the Commonwealth agency or local public procurement unit has received thirty (30) days to remedy the failure to pay following written notification.

9. Service Outages.

The Contractor will provide a rebate or credit to an authorized user for a prorated hourly portion of the applicable monthly service charges for each occurrence during which an authorized user is denied use of service for eight (8) hours or more during any monthly billing period. The remedy shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the authorized user is denied access to the service. Contractor provided credits shall never, however, exceed the cost of the user's monthly service charges.

10. Equipment Repair & Replacement.

The Contractor agrees to pass through to authorized users any and all equipment vendor's warranties to the fullest extent allowed under applicable law.

11. Help Desk Requirements.

The Contractor will designate technical assistance available, via phone and Internet, to all

Commonwealth clients, on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Addendum. Information on accessing the technical assistance must be made available to DGS and BCTS.

12. Web Site Functionality/Accessibility.

The Contractor will design and build an internet site specifically designed to provide information to all authorized users regarding plans, pricing, hardware and services available via this Addendum. The website will not provide ordering capability for any authorized users. The website will only be designed and activated following consultation and approval by BCTS.

13. Management/Billing Reports.

The Contractor shall produce a consolidated bill for each authorized user at a minimum of 30 days prior to the payment due date. The billing cycle will be from the first day of month to at least the 28th day of the month. The Contractor is required to deliver billing information by the 5th day of the following month. Billing data must be partitioned by month and authorized user. Billing data must be available through the following means - paper, file transfer, CD-ROM, online web access.

The Contractor will provide the Commonwealth with unlimited Wireless Information Navigator (WIN) software licenses.

The Contractor will be required to submit monthly individual billing account reports, in CDROM format, to authorized users, according to the following uniform reporting requirements.

The Contractor will also be required to begin every Commonwealth agency account name with "Commonwealth of Pennsylvania". All, carryover accounts must be renamed in accordance with this requirement. The account name will follow "Commonwealth of Pennsylvania" with the authorized Commonwealth agency and bureau/division title.

One single master state account number must be used for all services activated under the Addendum. An additional account number, specific to each authorized user will follow the master state account number. A user account number will follow the authorized user account number.

The following must appear on the billing account reports:

- Authorized user acronym (beginning with "Commonwealth of Pennsylvania")
- Address where invoice is mailed
- Telephone number of each line
- Date line was activated
- Service Selected
- Number of monthly basic plan minutes
- Number of minutes used
- Charges per minute
- Total Monthly charges
- Total number of active lines

- Total number *of* minutes used
- Number *of* phones on account (where applicable for pooled accounts)

The following must appear on the monthly new equipment or new service report:

- Purchase order number
- Authorized user Acronym (beginning with "Commonwealth *of* Pennsylvania")
- Division Name
- Date equipment or, service was delivered
- Manufacturer and Model number *of* equipment
- Service Selected
- Electronic Serial number *of* Equipment (ESN)
- Phone number
- Unit price
- Total price

The following must appear on the enterprise reports:

The Contractor must submit to BCTS, a fiscal year-end report, in CD-ROM format, by July 15th *of* each year *of* the Addendum. The report will consist *of*:

- Account number
- Authorized User Acronym
- Cellular telephone number *of* each line
- Date line was activated
- Date line was deactivated (*if* applicable)
- Service Plan Subscription
- Average number *of* minutes used per month
- Number of minutes used per year
- Total Yearly charges

The Contractor shall prepare and submit to BCTS a closeout report due on the last day of the Addendum, to include a final inventory *of* all existing accounts in the same format as the monthly reports. The Contractor shall cooperate and provide to any successor and/or authorized user the information and records that a successor authorized user would require in order to continue services.

The Contractor must also provide a bi-annual enterprise report to BCTS to include but not limited to the following:

- Usage per Authorized User and
- number *of* cell phones per Authorized User.

The Contractor must provide the following reports on a monthly basis at no cost to the authorized users, *if* requested:

- Called from number
- Called to number
- Call date
- Call origination time (include hours, minutes, and seconds)

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- Call duration (minutes, seconds)
- Amount charged airtime
- Amount charged long distance
- Calls dropped or completed
- Call indicator: a one or two character field that indicates whether the call was local or long distance.
- Usage for mobile to mobile or direct connect minutes
- Directory assistance.
- Equipment charges, purchases, rental, insurance, etc.
- Applicable surcharges
- Pass through service charges

14. Implementation Plan.

The Contractor shall provide a detailed implementation plan to BCTS, describing all the activities necessary to successfully make operational the full scope of service required by this Addendum within ten (10) days of Addendum execution. However, the implementation for each authorized user must be developed, coordinated, and scheduled in cooperation with a representative of each authorized user.

15. Training Requirements.

At no additional cost, the Contractor must provide an orientation session(s) for all authorized user coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage. The Contractor must also provide a training session(s) for all authorized users about how to manage cellular service expenses using WIN. BCTS will schedule the orientation session as soon as possible after the date of execution. Additional training sessions shall be scheduled at no additional cost, as required by the authorized, users at mutually accepted locations.

AT&T

Attachment I - Informational Summary of Available Rate Plans

The following service plans are authorized for procurement by Commonwealth agencies. DGS may change available plans during the term of the Agreement. Local procurement units are not restricted to these plans.

a. – AT&T Wireless Flat Rate Advantage Plan

AT&T Wireless Flat Rate Advantage Plan – 0 Anytime Minutes	\$9.99
Additional Home Minutes	\$0.11
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

b. – AT&T Wireless mLife Local Plan \$29.99 (250 minutes)

AT&T Wireless Local mLife Plan – 250 Anytime Minutes with \$5.00 reduction	\$24.99
Additional Home Minutes	\$0.45
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

c. – AT&T Wireless mLife Local Plan \$29.99 (350 minutes)

AT&T Wireless Local mLife Plan– 350 Anytime Minutes includes 100 additional anytime minutes	\$29.99
Additional Home Minutes	\$0.45
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

d. – AT&T Wireless mLife Local Plan \$39.99

AT&T Wireless Local mLife Plan – 600 Anytime Minutes includes an additional 200 anytime minutes	\$39.99
Additional Home Minutes	\$0.40
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

E – AT&T Wireless mLife Local Plan \$49.99

AT&T Wireless Local mLife Plan – 800 Anytime Minutes includes an additional 200 anytime minutes	\$49.99
Additional Home Minutes	\$0.40
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

f. – AT&T Wireless mLife Local Plan \$74.99

AT&T Wireless Local mLife Plan – 1300 Anytime Minutes includes an additional 300 anytime minutes	\$74.99
Additional Home Minutes	\$0.35
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

g. – AT&T Wireless mLife Local Plan \$99.99

AT&T Wireless Local mLife Plan – 1,800 Anytime Minutes includes an additional 400 anytime minutes	\$99.99
Additional Home Minutes	\$0.30
Domestic Roaming Minutes (for calls originating outside the AT&T AT&T local network – which includes the Commonwealth)	\$0.69
Long Distance Minutes (for calls originating within the AT&T local network – which includes the Commonwealth)	\$0.00
Long Distance Minutes (for calls originating outside Commonwealth to non-Pennsylvania phone numbers)	\$0.20

h. – AT&T Wireless mLife National Plan \$39.00

AT&T Wireless mLife National Plan – 550 Anytime Minutes includes an additional 200 anytime minutes	\$39.99
Additional Home Minutes	\$0.40
Domestic Roaming Minutes (for calls originating outside the AT&T National network)	\$0.69
Long Distance Minutes (for calls originating within the AT&T national network)	\$0.00

i. – AT&T Wireless mLife National Plan \$74.99

AT&T Wireless mLife National Plan – 1200 Anytime Minutes includes an additional 300 anytime minutes	\$74.99
Additional Home Minutes	\$0.35
Domestic Roaming Minutes (for calls originating outside the AT&T National network)	\$0.69
Long Distance Minutes (for calls originating within the AT&T national network)	\$0.00

j. – AT&T Wireless mLife National Plan \$99.99

AT&T Wireless mLife National Plan – 1600 Anytime Minutes includes an additional 400 anytime minutes	\$99.99
Additional Home Minutes	\$0.30
Domestic Roaming Minutes (for calls originating outside the AT&T National network)	\$0.69
Long Distance Minutes (for calls originating within the AT&T national network)	\$0.00

All provided cellular service will include the following features at no additional charge:

Voice Mail
Caller ID/Caller ID Block
Call Forwarding
Three Way Calling
Speed Dialing
Call Waiting

Category
Cellular Phones
Technology

Model
Nokia 6010
GSM/GPRS

Retail Price	Government Price
\$119.99	\$0.00



- Multimedia Messaging Service (MMS) capable*
- Mobile Instant Messaging using AOL® Instant Messenger™*
- High-resolution, full-color display (4,096 colors)
- Personalize your phone with 8 different color schemes
- Embedded polyphonic ringtones
- High-speed data transmission via GPRS*
- Phone book and calendar: Up to 500 entries
- Java support for application downloads
- E-mail, text, and picture messaging via MMS*
- Predictive text input
- Voice dialing: Up to 14 numbers
- TTY compatible
- Operates on 850/1900 MHz GSM/GPRS networks
- Subscription dependent feature

Nokia 6010 Accessories					
Model	SKU	Mfg.	Description	Mkt	Retail
0	738516016355	Superior Communications	VPC/ERBD Bundle Pack for 8200/3300	All	\$34.99
0	738516110141	Superior Communications	Leather Case w/ Swivel Clip	All	\$21.99
0	738516227214	Superior Communications	Vehicle Power Charger	All	\$26.99
0080641	758478410271	Nokia	HDF NOK 6010/3560/90 CARKIT	All	\$139.99
02153CW	738516021539	Superior Communications	Scuba Body Glove Case for Nokia 3560/90/95	All	\$26.99
92338CW	738516923383	Superior Communications	PHF UNIVUNIV SMRTDRVE PLUS OR	All	\$70.00
92339CW	738516923390	Superior Communications	PHF UNIVUNIV SMRTDRVE OR	All	\$50.00
92401CW	738516924014	Superior Communications	PHF NOK3595 SMRTDRVE CBLE OR	All	\$9.99
ACP-7U	797553120049	Nokia	Standard travel charger	All	\$12.99
HDC-5	797553126010	Nokia	H/F headset	All	\$9.99
HDC-5	738516936116	Nokia	Earbud w/ send/end button	All	\$21.99
LCH-12	797553131861	Nokia	VPA	All	\$17.99
MX103-N1	738516800080	Plantronics	Plantronics MX-103 N-1 Rave Earbud	All	\$26.99
NK1	828504000018	CLB	Cellboost Battery for all Nokias	All	\$6.99
NK33002301	607375013712	Jeva	Travel Charger for Nokia	All	\$26.99
NK3390BLI	781420340326	Technocel	3300/1261 Series 900 maH Li-Ion Battery	All	\$51.99

Text Messaging Model M Free Incoming/ \$.10 per message sent

****Nokia 6010 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger**

Category

Cellular Phones
Technology

Model

Nokia 3120
GSM/GPRS

Retail Price

\$139.99

Government Price

\$0.00



- Multimedia Messaging Service (MMS) capable*
- Mobile Instant Messaging using AOL® Instant Messenger™*
- Downloadable Polyphonic ringtones
- Full-color display (4,096 colors)
- Screen savers and wallpaper available
- 300 alphanumeric phone book entries
- Personal organizer: Calendar, event reminders, and contacts
- FastForward capable*
- MEdia Net capable*
- Text messaging capable
- Built-in speakerphone
- TTY compatible
- Operates on 850/1800/1900 MHz GSM/GPRS networks

- Subscription dependent feature

Nokia 3120 Accessories					
Model	SKU	Mfg.	Description	Mkt	Retail
0	607421729529	Jabra	Jabra Ear Wave Boom - Pop Port	All	\$26.99
0	738516922843	Nokia	USB Data Cable NOK31/32/68+ OR	All	\$24.99
0	738516227214	Superior Communications	Vehicle Power Charger	All	\$26.99
02165CW	738516021652	Superior Communications	Nokia Pop Port Adapter	All	\$2.99
10954CW	738516109541	Superior Communications	Nokia Pop Port Earbud	All	\$21.99
26615CW	738516266152	Superior Communications	Leather Swivel Case for Nokia 1100/3100/6560	All	\$21.99
ACP-7U	797553120049	Nokia	Standard travel charger	All	\$12.99
BL-5C	797553132035	Nokia	850 mAh Li-ion battery	GSM	\$24.99
CK-7W	738516923123	Nokia	CAR NOK POPPORT BT KIT OR	All	\$149.99
HS-5	797553132851	Nokia	Headset w/answer/end button	All	\$9.99
LCH-12	797553131861	Nokia	VPA	All	\$17.99
M110/z	738516003726	Plantronics	Plantronics M110 Universal Headset	All	\$21.99
M220	738516802985	Plantronics	UNIV 2.5MM M220 HEADSET AR	All	\$21.99
MBC-15S	758478191385	Nokia	Nokia 62/32/3100 cradle Mount	All	\$19.99
MIL-10BK	738516023724	MIL	CAS UNIV HYDROFM AR	All	\$21.99
MX100	738516800103	Plantronics	Plantronics MX-100 Rave Earbud	All	\$26.99
MX-150	738516802824	Plantronics	Plantronics M150 Universal 2.5mm Headset	All	\$26.99

NK1	828504000018	CLB	Cellboost Battery for all Nokias	All	\$6.99
NK33002301	607375013712	Jeva	Travel Charger for Nokia	All	\$26.99

Text Messaging Model M Free Incoming/ \$.10 per message sent

****Nokia 3120 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger**

Equipment Price List

Category	Model	Government Price
BlackBerry	6280	\$149.99 Minus \$50 Discount

The data and voice-enabled BlackBerry 6280™ features:

- Email, phone, SMS, browser and organizer applications in a single wireless handheld
- Increased memory for greater application and data storage
- Full-featured connected organizer with PC synchronization
- International roaming support
- Tri-band handheld, operates on 850/1800/1900 MHz GSM/GPRS wireless networks, allowing for international roaming between North America, Europe and Asia Pacific



RIM BB 6280 Accessories					
Model	SKU	Mfg.	Description	Mkt	Retail
ACC-04074-003	797553132110	RIM	International Travel Charger	All	\$19.99
ACC-05150-003	797553134831	RIM	Case 6200-7200 BB	All	\$12.99

Category
BlackBerry

Model
7290

Government Price
\$299.99 Minus \$50 Discount

The data and voice-enabled BlackBerry 7290™ features*:

- Email, phone, browser, SMS, and organizer applications in a single, integrated handheld
- Quad-Band handheld, operates on 850/900/1800/1900 MHz GSM/GPRS wireless networks, allowing for international roaming between North America, Europe and Asia Pacific
- Bluetooth® support for hands-free voice communications
- Ample memory for application and data storage
- PC-style 33-key QWERTY keyboard
- Easy-to-use navigation track-wheel and intuitive menu interface
- Bright, backlit 240x160 display supporting over 65,000 colors
- Java™ development platform based on open standards
- Integrated attachment viewing



RIM BB 7290 Accessories					
Model	SKU	Mfg.	Description	Mkt	Retail
0	607421730228	Jabra	Jabra Blue Tooth	All	\$79.99
00342CW	738516003429	Superior Communications	Vehicle Power Charger for RIM 6280/7280	All	\$26.99
02122CW	738516021225	Superior Communications	Leather Case for RIM 6280/7280	All	\$21.99
33516CW	738516335162	Superior Communications	950 STD LiIon Bat for RIM 6280/7280	All	\$41.99
33536CW	738516335360	Superior Communications	Travel Charger for RIM 6280/7280	All	\$26.99
66209-02	738516804422	Motorola	HDS PLAM2500 BLUETOOTH OR	All	\$49.99
80931	797553135074	Nokia	Headset Nokia BT HS-3W	All	\$59.99
ACC-03818-001	797553129790	RIM	Headset	All	\$10.50
ACC-04074-003	797553132110	RIM	International Travel Charger	All	\$19.99

ACC-04172-002	797553131397	RIM	Blackberry 6700/6200/7200/7700 Removable Battery	All	\$29.99
ACC-04173-003	797553132127	RIM	VPA: store order only for retail stores.	GSM	\$14.99
ACC-04747-003	797553132097	RIM	Desktop stand: store order only for retail stores.	GSM	\$7.99
ACC-05150-003	797553134831	RIM	Case 6200-7200 BB	All	\$12.99
ACC-05330-003	797553132080	RIM	USB sync/charge cable: store order only for retail stores.	GSM	\$14.99
ACC-06160-011	810617004816	RIM	MISC RIM62/72 CHARGER ADAPTERS	All	\$9.99
ACC-06459-001	810617004809	RIM	RIM 6200/7200 Bat Cover	All	\$4.00
ACC-06459-003	810617002799	RIM	RIM 6200/7200 Belt clip	All	\$14.99
ACC06459004	810617002805	RIM	USB Data Cable for RIM 6280/7280	All	\$24.99
ACC-06459-005	810617004823	RIM	MISC RIM62/72 DESK STAND	All	\$15.99
ACC-06460-009	810617004786	RIM	EARBUD RIM2.5	All	\$21.99
ACC-07787-001	797553135203	RIM	Misc 7290 holster	All	\$7.99
CHYN4590A/HS801	738516924649	Motorola	HDS MOTHS801 BLUETOOTH OR	All	\$49.99
DPY901335/02	095673177135	Sony Ericsson	BlueTooth Pro Install Car Kit	All	\$199.99
S9749A	738516923048	Motorola	Bluetooth Headset w/ Charger Motorola OR	All	\$99.99
SJ0018A/HS820	738516926254	Motorola	HDS MOTHS820 BT W/Y-CABLE OR	All	\$79.99
SYN9975	738516923031	Motorola	MISC MOTHF800 BT WRLES SPKR OR	All	\$119.99

AT&T Blackberry Data Service

\$39.99 / ~~\$33.99~~ Month 4 MB Included .0065KB
\$49.99 / ~~\$42.49~~ Month Unlimited Access

AT&T CAL Pricing

BlackBerry Single CAL Exchange \$ 80.00
BlackBerry 10 Pack CAL Exchange \$ 650.00
BlackBerry 100 Pack CAL Exchange \$4,999.00

Equipment Price List

Category	Model	Retail Price	Government Price
EDGE CARD	Sony Ericson GC83	\$149.99	\$0 With Unlimited Data Plan



- Operates on 850/1800/1900 MHz EDGE/GPRS Networks
- Compatible with Windows 98/SE/ME/2000/SP2/XP
- EDGE PC Card for wireless online surfing as fast as DSL

Data service plans for EDGE CARD

\$19.99/~~\$16.99~~ Month - 3MB
\$29.99/~~\$25.49~~ Month - 10MB
\$39.99/~~\$33.99~~ Month - 20MB
\$69.99/~~\$59.49~~ Month - Unlimited

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Participating Addendum - Western States Contracting Alliance ("Addendum") between the **Commonwealth of Pennsylvania**, acting *through* the Department of General Services ("DGS") and Nextel West Corp. **d/b/a Nextel Communications** ("the Contractor") regarding the procurement of wireless communication services and equipment.

1. COMMONWEALTH OF PENNSYLVANIA ADDEDUM PARTICIPANTS

This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa.C.S. §1901.

2. CONTRACT PURCHASE ORDER

Commonwealth agencies and local public procurement units may issue purchase orders against this Addendum directly with - the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and must be performed in accordance with the Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

DGS and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for a purchase order to be legally enforceable.
- b. Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement. Such Commonwealth acknowledgement shall not be required for orders placed by local public procurement units.

- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

3. COMMONWEALTH EXECUTIVE AGENCY ORDERING PROCESS

Commonwealth executive agencies shall use the Commonwealth Telecommunications Asset Reporting ("CTAR") system to order services and equipment against this Addendum. CTAR Service Orders will be used to establish or modify services. Orders may be sent by e-mail or fax or electronically entered through a web interface. All services activation and termination must be authorized through the designated Commonwealth executive agency Telecommunications Management Officer ("TMO") or designee. DGS will provide the Contractor with a list of TMOs within 10 days after the effective date of this Participating Addendum.

CONTRACT MANAGEMENT

The Contractor shall assign a project manager and project supervisor for the Participating Addendum. The project manager shall be responsible for coordination of all activities between all authorized users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor.

In the event that DGS is dissatisfied with the performance of the project manager, it will contact the project supervisor. Contractor will make commercially reasonable efforts to consider the concerns of the State in Contractor's decisions regarding personnel. In the event that it becomes necessary for Contractor to change its project manager and/or project supervisor, the qualifications of replacement personnel shall be at least equal to the replaced personnel.

The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Participating Addendum. These individuals shall be responsible for providing services under the Participating Addendum, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager.. Contractor will make commercially reasonable efforts to consider the concerns of DGS in Contractor's decisions regarding. In the event that it becomes necessary for Contractor to change the a customer representative(s), the qualifications of replacement personnel shall be at least equal to the replaced personnel.

The names, mailing addresses, e-mail addresses and telephone numbers of the project manager, the project supervisor, and the customer service representatives shall be provided to DGS within ten (10) days of execution of this Participating Addendum.

5. PRIMARY CONTACT

The primary contact individual for this participating addendum is as follows:

Mike Richart
Department of General Services
Bureau of Purchases 414 North
Office Building Harrisburg, PA
17120 (717) 783-8578 Fax: (717)
783-6241 E-mail:
mrichart@dstate.pa.us

6. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six, months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of

Claims, if the claim involves a Commonwealth executive or independent agency or a state-affiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement ' or the addendum in a manner consistent with the determination of the contracting officer and shall compensate the Contractor pursuant to the terms of the addendum.

7. CONTROLLING LAW The Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

CONTRACTOR INTEGRITY PROVISIONS

The Contractor agrees to comply with the Contractor Integrity Provisions that are attached hereto as Appendix A and incorporated by reference.

9. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations, and judicial orders pertaining to nondiscrimination, sexual harassment, and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause, which is attached hereto, as Appendix B and incorporated by reference.

10. CONTRACTOR RESPONSIBILITY PROVISIONS

The Contractor agrees to comply with the Contractor Responsibility Provisions that are attached hereto as Appendix C and incorporated by reference.

11. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the Americans With Disabilities Act, Provisions that are attached hereto as Appendix D and incorporated by reference.

12. OFFSET PROVISIONS

The Contractor agrees that participating entities may set off the amount of any damages, state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

Nextel

13. NOTICE

Any notice or demand from the Contractor or from DGS shall be in writing and shall be delivered by hand or deposit in' US mail, postage prepaid, via registered. or certified mail. If to the Contractor in an envelope, addressed to the attention of the project manager' identified by the Contractor pursuant to Paragraph 5.

If to DGS, in an envelope addressed to the attention of:

Chief Procurement Officer
Bureau of Purchases
Department of General Services
414 North Office Building
Harrisburg, PA 17125

If to Nextel Communications, in an envelope addressed to the attention of:

Nextel Communications
2001 Edmund Halley Drive
4th Floor
Reston, VA 20191
Attn: Rexford R. Gile, CPCM

With a copy to:

Vice President & Assistant General Counsel Public Sector
Nextel Communications
2001 Edmund Halley Drive
Reston, VA 20191

14. TERM OF PARTICIPATING ADDENDUM

This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor. The Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, and (b) termination of this Participating Addendum in accordance with its terms or the terms of the Master Contract.

15. ENTIRE AGREEMENT

This Participating Addendum and the Master Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of wireless communication services and equipment from the Contractor.. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or, has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

Nextel - Exhibit 'B

Exhibit B
to
PARTICIPATING ADDENDUM

FOR: The Commonwealth of Pennsylvania
UNDER THE
WESTERN STATES CONTRACTING ALLIANCE

WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 12-00115

Special Requirements for Commonwealth Agencies

Scone.

This Exhibit B, "Special Requirements", is a part of the Participating Addendum between **Nextel West Corp. d/b/a Nextel Communications** ("the Contractor") and the **Commonwealth of Pennsylvania** acting through the Department of General Services ("DGS"). Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, # 12-00115 (the "Master Contract").

2. **General.**

- a. The service plans set forth in this Exhibit B are the only service plans authorized for use by Commonwealth agency users. Participating local public procurement units are eligible to purchase any of the rate plans.. The Contractor cannot offer, and Commonwealth agencies cannot accept, other service plans without prior authorization by the •Office of Administration's Bureau of Commonwealth Telecommunication Services ("BCTS") and DGS.
- b. The service plan rates will remain fixed over the life of the Master Contract unless reduced by, the Contractor, at which time the reduced plan rates will represent a new fixed price ceiling.
- c. The Contractor cannot offer a promotional pricing program to Commonwealth agencies unless the program applies to all applicable accounts, is approved by BCTS and DGS and is in effect for all Commonwealth agency users for the duration of the Participating Addendum.

3. **Plans.**

The following service plans are authorized for procurement by Commonwealth agencies at the Master Contract rates:

National Shared 100, 500, 700 and 1000 anytime minutes
Government Local Shared 100, 400 and 700 anytime minutes

Service plan rates must remain fixed over the term of the Participating Addendum. 4.

Features

All provided cellular service will include the following features at no additional charge:

Voice Mail
Caller ID / Caller ID block
Call Forwarding Three way
calling Speed dialing Call
Waiting

5. **Basic Equipment Package**

All wireless service accounts will have the ability to purchase the following basic equipment package:

Phone supporting digital service AS charger
Car charger Phone battery

Those Commonwealth agencies and local public procurement units (as defined in Exhibit A) that have current wireless contracts with the Contractor, as of the effective date of this Participating Addendum, that will carryover into the new contract period. under the Participating Addendum, will have the right to replace current hardware with new replacement basic equipment packages to the Commonwealth agency or the local public procurement unit (as defined in Exhibit A). All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.

6. **Help Desk Requirements**

The Contractor will designate technical assistance available, via phone and Internet, to all Commonwealth clients, on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOS) and Emergency Back-Up Point of Contact (EBPOS) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Participating Addendum. Information on accessing the technical assistance must be made available to DGS and BCTS.

- [Nextel can provide IMEI, which is the equivalent of an ESN.]Phone number
- Unit price Total price

The following must appear on the enterprise reports:

The Contractor must submit to BCTS a quarterly report, in CD-ROM format, by July 15th of each year of the Participating Addendum. The report will consist of

- Account number
- Authorized User Acronym
- Cellular telephone number of each line
- Date line was activated
- Date line was deactivated (if applicable)
- Service Plan Subscription (current rate plan only, no history)
- Average number of minutes used per month
- Number of minutes used, per year
- Total Yearly charges

The Contractor shall prepare and submit to BCTS a closeout report due on the last day of the Participating Addendum, to include a final inventory of all existing accounts in the same format as the monthly reports. The Contractor shall cooperate and provide to any successor and/or authorized user the information and records that a successor authorized user would require in order to continue services.

The Contractor must also provide a monthly enterprise report to BCTS to include but not limited to the following:

- Usage per Authorized User on CD-ROM and
- number of cell phones per Authorized User on CD-ROM.

The Contractor must provide the following reports on a monthly basis at no cost to the authorized users, if requested:

- Called to number
- Call date
- Call origination time (include hours, minutes, and seconds)
- Call duration (minutes, seconds)
- Amount charged airtime
- Amount charged long distance
- Calls completed
- Call indicator: a one or two character field that indicates whether the call was local or long distance.
- Usage for mobile to mobile or direct connect minutes
- Directory assistance.
- Equipment charges, purchases, rental, insurance, etc:
Applicable surcharges
- Pass through service charges

Sub Accounts

The Contractor agrees to provide the following sub account types to ensure appropriate sales tracking:

- State government
- Local Government
- State Public Safety
- Local Public Safety
- Education – K12
- Education – Higher Education
- Erate

The Contractor shall provide monthly reports to the Commonwealth based on all the above activations with the exception of Employee Purchase Units. The Contractor offers a Government Employee Discount through its standard government accounts program. This discount is not offered via the WSCA program, but is available to the Commonwealth employees under the Contractor's standard Government Accounts Program.

9. Implementation Plan

The Contractor shall provide a detailed implementation plan to BCTS, describing all the activities necessary to successfully make operational the full scope of service required by this Participating Addendum within ten (10) days of Participating Addendum execution. However, the implementation for each authorized user must be developed, coordinated, and scheduled in cooperation with a representative of each authorized user.

10. Training Requirements

At no additional cost, the Contractor must provide an orientation session(s) for all authorized user coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage. The Contractor must also provide a training session(s) for all authorized users about how to manage cellular service expenses using WIN. BCTS will schedule the orientation session as soon as possible after the date of execution. Additional training sessions shall be scheduled at no additional cost, as required by the authorized users at mutually accepted locations.

DIRECT PRICING FOR NEXTEL ACCESSORIES

EFFECTIVE: March 1 - 31, 2004

New Items Highlighted in Gray and in Bold

Any New Price Changes Highlighted in Yellow

Any New Price Changes Highlighted in Yellow			Channels	Product Compatibility																														
Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1730/1733/1736	i530	i305	i205	i95cl	i90c	190c Special Edition	i85s/i88s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750+fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	Nextel RRP	Nextel NPP

NEXTEL ACCESSORIES

BATTERIES																																		
SNN5704	OEM Slim Lithium Ion Battery 500 mAh	Moto	X	X	X								X	X	X		X															\$ 49.99		
NTN9809	OEM Slim Lithium Ion Battery 500 mAh	Moto	X	X	X												X																\$ 59.99	
NNTN4051	OEM Slim Lithium Ion Battery 500 mAh	Moto	X	X	X																X												\$ 39.99	
RLN5457	OEM Slim Lithium Ion Battery 500mAh	Moto		X	X									X		X	X	X	X		X	X											\$ 49.99	
NTN8615	OEM Slim Lithium Ion Battery 500 mAh	Moto	X	X	X																				X	X							\$ 59.99	
RAC47472	Standard Lithium Ion Battery with Battery Door	RIM	X	X	X	X	X	X																									\$ 59.99	
RAC5015	High Capacity Battery with Blue and Black Door	RIM	X	X	X	X	X	X																									\$ 69.99	
NNTN4655	OEM High Capacity Lithium Ion Battery 1450 mAh	Moto	X	X	X	X				X					X		X	X	X	X													\$ 69.99	
SNN5705	OEM Standard Lithium Ion Battery 750 mAh	Moto	X	X	X	X			X	X	X	X	X	X	X		X	X	X	X													\$ 59.99	
NTN9810	OEM Standard Lithium Ion Battery 750 mAh	Moto	X	X	X	X										X																	\$ 59.99	
RLN5455	OEM Standard Lithium Ion Battery 850 mAh	Moto		X	X							X	X	X	X		X	X	X		X												\$ 59.99	
NTN8614	OEM Standard Lithium Ion Battery 900 mAh	Moto	X	X	X	X																			X	X							\$ 59.99	
EVE0900	Nextel Standard Lithium Ion Battery 900 mAh	Ever Win	X	X	X	X																			X	X							\$ 49.99	
NTN1675	OEM Slim Nickel Metal Hydride Battery 650 mAh	Moto	X	X	X																					X							\$ 29.99	
NTN1676	OEM Standard Nickel Metal Hydride Battery 1050 mAh	Moto	X	X	X	X																				X							\$ 29.99	
NTN9037	OEM Standard Nickel Metal Hydride Battery	Moto		X	X																				X								\$ 74.99	
NTN9038	OEM Intrinsically Safe Nickel Metal Hydride Battery - fm only	Moto		X	X																				X								\$ 79.99	
NTN8100	OEM High Capacity Nickel Metal Hydride Battery 500mAh	Moto	X	X	X																						X		X				\$ 49.99	
CHARGERS																																		
RAC50361	OEM Standard Travel Charger	RIM	X	X	X	X	X	X																									\$ 29.99	
NNTN4841	OEM Mid-Rate Charger	Moto	X	X	X	X			X	X	X	X																					\$ 24.99	
SPN4992	OEM Standard Travel Charger	Moto	X	X	X								X	X	X	X	X	X	X	X	X	X	X	X								\$ 9.99		
SPN4474	OEM Standard Travel Charger	Moto	X	X	X	X																				X							\$ 9.99	
SPN4940	OEM Standard Multi-volt Travel Charger	Moto		X	X								X	X	X	X	X	X	X	X	X	X	X	X	X							\$ 14.99		
NNTN4963	OEM Rapid Travel Charger (Black)	Moto	X	X	X	X			X	X	X	X																					\$ 29.99	
NNTN4250	OEM Rapid Travel Charger	Moto	X	X	X	X						X	X	X	X	X	X	X	X														\$ 29.99	
NPN6197	OEM Rapid Travel Charger	Moto	X	X	X	X																				X	X						\$ 29.99	
NTN1680	OEM Rapid Travel Charger	Moto	X	X	X	X																					X						\$ 29.99	
NTN1781	OEM Rapid Travel Charger	Moto		X	X																				X								\$ 39.99	
RAC55050	OEM Battery Wall Charger	RIM	X	X	X	X	X	X																									\$ 49.99	
RAC41731	OEM Vehicle Power Charger	RIM	X	X	X	X	X	X																									\$ 29.99	
NNTN5165	OEM Vehicle Power Charger (Black)	Moto	X	X	X	X			X	X	X	X																					\$ 29.99	
CDX3650	Nextel 12-Bay Battery Charger	Cadex			X				X	X	X	X	X	X	X	X	X	X	X	X													\$ 499.99	
RLN5371	OEM Six Bay Battery Charger	Moto			X	X																			X								\$ 499.99	
NNTN4518	OEM Vehicle Power Charger	Moto	X	X	X								X	X	X	X	X	X	X	X													\$ 29.99	
NNTN4450R	OEM Translucent Blue Vehicle Power Charger	Moto	X	X									X	X	X	X	X	X	X	X		X	X									\$ 29.99		
NNTN4449R	OEM Translucent Purple Vehicle Power Charger	Moto		X									X	X	X	X	X	X	X	X		X	X									\$ 29.99		
NNTN4447R	OEM Translucent Clear Vehicle Power Charger	Moto	X	X									X	X	X	X	X	X	X	X												\$ 29.99		
EVE8550	Nextel Vehicle Power Charger	Ever Win	X	X	X								X	X	X	X	X	X	X	X												\$ 29.99		

DIRECT PRICING FOR NEXTEL ACCESSORIES

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Any New Price Changes Highlighted in Yellow

Any New Price Changes Highlighted in Yellow			Channels				Product Compatibility																												
	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1730/1733/1736	i305	i205	i95cl	i90c	i90c Special Edition	i85s/i86s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750+fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	Nextel RRP	Nextel NPP	
SYN7818	OEM Vehicle Power Charger	Moto	X	X	X	X							X	X	X	X	X	X	X	X	X		X	X									\$ 34.99		
NTN8655	OEM Vehicle Power Charger	Moto	X	X	X	X																											\$ 29.99		
EVE1000	Nextel Vehicle Power Charger	Ever Win	X	X	X	X																			X	X							\$ 24.99		
NTN8978	OEM Vehicle Power Charger	Moto	X	X	X																							X					\$ 29.99		
EVE0700	Nextel Vehicle Power Charger	Ever Win	X	X	X	X																					X							\$ 24.99	
NTN9034	OEM Vehicle Power Charger	Moto	X	X	X																			X									\$ 29.99		
NTN8105	OEM Vehicle Power Charger (WSL)	Moto	X	X	X																								X	X			\$ 29.99		
CARRY SOLUTIONS																																			
NTN9475	OEM Swivel Belt Clip	Moto	X	X	X	X								X				X	X														\$ 8.99		
NTN1824	OEM Swivel Belt Clip	Moto	X	X	X											X																		\$ 8.99	
RLN5456	OEM Swivel Belt Clip	Moto	X	X	X																		X											\$ 8.99	
NTZ9100	Nextel Rugged Nylon Pouch w/Super Strong Flex Clip -- monolith black	Nitelze	X	X	X	X				X	X			X				X	X	X														\$ 24.99	
AEE5500	Nextel Nylon Case with Swivel Belt Clip	AE Exports	X	X	X	X								X				X	X	X														\$ 19.99	
MR2016	Nextel Ballistic Nylon Case with Swivel Belt Clip	A Wireless	X	X	X																						X							\$ 29.99	
BEE0750	Nextel Ballistic Nylon Case with Swivel Belt Clip	BEE	X	X	X																			X										\$ 29.99	
WNC0730	Nextel Leather Case w/Swivel Clip -- i730 black	W Richman	X	X	X			X																										\$ 19.99	
WNC0731	Nextel Leather Case w/Swivel Clip -- i730 brown	W Richman	X	X	X	X		X																										\$ 19.99	
WNC0205	Nextel Leather Case w/Swivel Clip -- i205	W Richman	X	X	X	X					X																							\$ 19.99	
FWS7819	BodyGlove Scuba Case w/Locking Swivel Clip -- i730	Fellowes	X	X	X			X																										\$ 24.99	
FWS7188	BodyGlove Scuba Case w/Locking Swivel Clip -- i205	Fellowes	X	X	X						X																							\$ 24.99	
NNTN4682	Plastic Holster w/Swivel Belt Clip -- i730	Moto	X	X	X	X		X																										\$ 14.99	
NNTN4756	Plastic Holster w/ Swivel Belt Clip -- i530	Moto	X	X	X	X			X																									\$ 14.99	
NNTN4755	Plastic Holster w/ Swivel Belt Clip -- i305	Moto	X	X	X	X				X																								\$ 14.99	
NNTN4681	Plastic Holster w/Swivel Belt Clip -- i205	Moto	X	X	X	X					X																							\$ 14.99	
RAC55059	Leather Carry Holster with Swivel Belt Clip	RIM	X	X	X	X	X	X																										\$ 24.99	
RAC47473	OEM Carry Holster with Swivel Belt Clip	RIM	X	X	X	X	X	X																										\$ 14.99	
NNTN4566	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X									X																				\$ 9.99	
NTN9687	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X	X							X	X			X																	\$ 14.99	
NTN9952	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X	X							X																					\$ 14.99	
NTN1987	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X	X															X													\$ 14.99	
SYN0375	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X																		X											\$ 9.99	
NNTN4176	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X	X																				NC	X							\$ 9.99	
NTN9152	OEM Carry Holster with Swivel Belt Clip	Moto	X	X	X	X																						X						\$ 9.99	
NTN8657	OEM Carry Holster with Belt Clip	Moto	X	X	X																					X	NO							\$ 9.99	
HLN9844	OEM Standard Belt Clip	Moto	X	X	X																			X										\$ 9.99	
NTN9544	Belt Clip	Moto	X	X	X	X									X			X	X						X									\$ 2.99	
RLN5036	OEM Replacement Belt Clip	Moto	X	X	X																							X						\$ 2.99	
WNC0696	Nextel Leather Half-Case with Belt Clip	W Richman	X	X	X	X							X	X	X		X																	\$ 14.99	
NNTN4585R	OEM Black Neoprene Case with Belt Clip	Moto	X	X	X								X	X	X		X																	\$ 19.99	
NNTN4588R	OEM Black Neoprene Case with Belt Clip	Moto	X	X	X																	X												\$ 19.99	
PCM0195	Nextel Molded Leather Case for i95cl	Fine Skin Leather	X	X	X								X																					\$ 29.99	
PCM4217	Nextel Molded Leather Case w/Swivel Clip -- i730 black snakeskin	Fine Skin Leather	X	X	X			X																										\$ 29.99	

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	Description	Vendor	NRS	Web and Telesales Direct	S&R	Blackberry 7510	Blackberry 6510	1730/733/736	i530	i305	i205	i95cl	i90c	190c Special Edition	i85s/i88s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750-fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	Nextel RRP	Nextel NPP			
WNC0090	Nextel Leather Case with Swivel Belt Clip	W Richman		X	X	X							X	X																			\$ 19.99				
WNC0060	Nextel Leather Case with Swivel Belt Clip	W Richman		X	X	X											X																\$ 19.99				
WNC0095	Nextel Leather Case with Swivel Belt Clip	W Richman		X	X	X						X																					\$ 19.99				
WNC0030	Nextel Leather Case with Swivel Belt Clip	W Richman	X	X	X	X															X												\$ 19.99				
WNC0080	Nextel Leather Case with Swivel Belt Clip	W Richman	X	X	X	X										X																	\$ 19.99				
WNC5085	Nextel Leather Case with Swivel Belt Clip	W Richman	X	X	X	X									X				X														\$ 19.99	\$ 14.99			
FSL1201	Nextel Leather Case with Swivel Belt Clip	AE Exports	X	X	X	X																			X	X							\$ 19.99				
WNC2007	Nextel Leather Case with Swivel Belt Clip	W Richman	X	X	X																				X								\$ 19.99				
NTN8397	OEM Hard Leather Case with Swivel Belt Clip (WSL)	Moto			X																								X	X			\$ 54.99				
FSL1101	Nextel Leather Case with Belt Clip	AE Exports	X	X	X																				X	X							\$ 19.99				
WNC0502	Nextel Leather Case with Belt Clip	W Richman	X	X	X	X																				X							\$ 19.99				
WNC0702	Nextel Leather Case with Belt Clip	W Richman	X	X	X	X																					X						\$ 19.99				
FSL1100	Nextel Leather Case with Belt Clip (WSL)	AE Exports	X	X																					X	no							\$ 19.99	\$ 14.99			
WNC8585	Nextel Leather Case for Portable Keyboard (WSL)	W Richman		X									X	X	X	X	X	X	X	X													\$ 19.99				
NTN8648	OEM Leather Case with Plastic Window (WSL)	Moto		X	X																								X				\$ 19.99				
WNC1185	Nextel Leather Pouch with Swivel Belt Clip	W Richman	X	X	X										X				X	X													\$ 19.99				
WNC1000	Nextel Leather Pouch with Belt Clip (WSL)	W Richman	X	X	X																				X	X							\$ 19.99				
HEADSETS AND EARPIECES																																					
NTN8654	OEM Audio Adapter	Moto	X	X																						X	X	X					\$ 24.99	\$ 19.99			
EVE2834	Nextel Audio Adapter	Ever Win	X	X	X																				X	X	X						\$ 19.99				
NTN8369	OEM Audio Adapter	Moto		X																									X	X	X		\$ 29.99				
FLN2854	OEM Audio Adapter	Moto		X	X																				X								\$ 74.99				
EVE0401	Nextel Driver's Kit	Ever Win	X	X	X								X	X	X	X	X	X	X	X	X												\$ 44.99	\$ 39.99			
RAC38181	OEM Earpiece with Call Termination button	RIM	X	X	X	X	X	X																									\$ 24.99				
NNTN4612	OEM Earpiece with Microphone	Moto	X	X	X		X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 19.99				
NNTN4033	OEM Earpiece with Microphone and Nextel Direct Connect Button (WSL)	Moto	X	X	X				X	X		X									X												\$ 19.99				
EVE8390	Nextel Earpiece with Microphone	Ever Win	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 19.99				
NNTN4127R	OEM Pearl Earpiece with Microphone	Moto	X	X			X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 19.99				
NNTN4453R	OEM Translucent Purple Earpiece with Microphone	Moto		X			X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X								\$ 19.99				
NNTN4454R	OEM Translucent Blue Earpiece with Microphone	Moto	X	X			X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X								\$ 19.99				
JAB1007R	JABRA EarWave Bud	Jabra	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 29.99				
JAB5833R	JABRA EarSet WindUp	Jabra		X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 34.99				
JAB7323R	JABRA EarWave Boom w/PTT	Jabra	X	X	X	X	X	X	X	X	X	X			X			X	X	X	X	X	X	X	X							\$ 39.99					
JAB9103R	JABRA Free Speak Wireless Headset	Jabra	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X							\$ 179.99	\$ 149.99			
JAB5008R	JABRA EarSet	Jabra	X	X	X									X	X	X	X	X	X	X	X	X	X	X								\$ 34.99					
JAB8014R	JABRA EarWrap	Jabra	X	X	X	X							X	X	X	X	X	X	X	X	X	X	X	X								\$ 34.99					
JAB8093R	JABRA EarWrap with Nextel Direct Connect button	Jabra	X	X	X	X			X	X	X						X				X											\$ 34.99					

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Description	Vendor	NRS	Web and Telesales Direct	S&R	Blackberry 7510	Blackberry 6510	1730/1733/1736	i350	i305	i205	i95cl	i90c	i90c Special Edition	i85s/i88s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750+fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470			r370/i370/c280	Lingo	m100, m370, m470, c370, c470		
JAB7183R	JABRA EarBoom with Nextel Direct Connect button	Jabra	X	X	X										X			X															\$ 34.99		
EVE5898	Nextel Lightweight Headset	Ever Win	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X											\$ 29.99	
NTN8513	OEM Ruggedized Lightweight Headset	Moto	X	X	X		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		\$ 59.99		
CAR KITS																																			
NNTN5113	OEM Dash Mount Holder	Moto	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X							\$ 19.99		
NNTN4122	OEM Dash Mount Holder	Moto	X	X	X														X														\$ 19.99		
NTN9715	OEM Dash Mount Holder	Moto	X	X	X										X																		\$ 19.99		
NTN9071	OEM Dash Mount Holder	Moto	X	X	X																				X								\$ 19.99		
NTN8840	OEM Dash Mount Holder	Moto	X	X	X																			X	X								\$ 19.99		
NTN9198	OEM Dash Mount Holder	Moto	X	X	X	X																				X							\$ 19.99		
FLN2800	OEM Remote Speaker Microphone	Moto	X	X	X																		X										\$ 169.99		
HSN4030	External OEM External Speaker for Mobiles	Moto		X																											X		\$ 64.99		
HMN4058	OEM Handheld Speaker Mic	Moto		X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		\$ 49.99		
NSN6066	OEM Lightweight Remote Speaker Mic	Moto	X	X	X			X	X	X	X																						\$ 59.99		
DATA AND CONNECTIVITY KITS																																			
RAC53301	OEM USB Data Cable	RIM	X	X	X	X	X	X																									\$ 24.99		
NKN6559	OEM USB Data Cable	Moto	X	X	X	X			X	X	X	X																						\$ 24.99	
NKN6560	OEM RS232 Data Cable	Moto	X	X	X	X			X	X	X	X																						\$ 29.99	
NNTN4007	USB Data Cable with Charging Capability	Moto	X	X	X	X						X	X	X	X	X	X	X	X	X													\$ 24.99		
NKN6540	OEM Dual-Port Adapter Cable	Moto	X	X	X							X	X	X	X	X	X	X	X	X													\$ 49.99		
NKN6503	OEM Dual-Port Adapter Cable	Moto	X	X	X																			X	X	X	X							\$ 44.99	
NKN6544	OEM In Line Data Cable	Moto	X	X	X	X						X	X	X	X	X	X	X	X	X														\$ 29.99	
BKN8700	Nextel In Line Data Cable	Belkin		X	X																			X	X	X								\$ 29.99	
NTN1784	OEM In Line Data Cable	Moto		X	X																			X										\$ 74.99	\$ 59.99
NKN6522i	OEM iDEN Update Kit (WSL)	Moto		X	X																			X	X	X	X							\$ 39.99	
NTN1728R	OEM iDEN Organizer (WSL)	Moto		X	X	X																		X	X	X								\$ 59.99	
OTHER																																			
RAC47471	OEM Cradle	RIM	X	X	X	X	X	X																										\$ 9.99	
NTN1747	OEM International Travel Adapters	Moto	X	X	X																				X									\$ 9.99	
NTN9298	OEM Surveillance Kit (inc. adapter)	Moto		X	X																				X	X	X							\$ 149.99	
SYN7875	OEM Hearing Aid Neckloop	Moto		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		\$ 119.99		
BATTERY DOORS																																			
RAC5013	Regular Black Door and High Capacity Black Door - 6510	RIM	X	X	X	X	X																											\$ 7.99	
RAC5014	Regular Blue Door and High Capacity Blue Door - 7510	RIM	X	X	X	X	X	X																										\$ 7.99	
EVE0060	Nextel High Capacity Battery Door - i60	Ever Win	X	X	X	X											X																	\$ 5.99	
EVE0090	Nextel High Capacity Battery Door - i90	Ever Win	X	X	X	X							X	X																				\$ 5.99	
EVE0095	Nextel High Capacity Battery Door - i95	Ever Win	X	X	X	X						X																						\$ 5.99	
NNTN4880	OEM High Capacity Battery Door - i205 Blue	Moto	X	X	X	X						X																						\$ 5.99	
NNTN4917	OEM High Capacity Door - i305	Moto	X	X	X	X						X																						\$ 5.99	
NTN2053	OEM Standard Battery Door - i730	Moto	X	X	X	X			X																									\$ 5.99	
NNTN4879	OEM Standard Battery Door - i205 Blue	Moto	X	X	X	X						X																						\$ 5.99	
NNTN4621	OEM Slim Battery Door	Moto	X	X	X	X									X																			\$ 5.99	
NNTN4583	OEM Standard Battery Door	Moto	X	X	X	X								X	X																			\$ 5.99	
NNTN4306	OEM Slim Battery Door	Moto	X	X	X	X											X																	\$ 5.99	
NNTN4305	OEM Standard Battery Door	Moto	X	X	X	X											X																	\$ 5.99	
NNTN4274	OEM Slim Battery Door	Moto	X	X	X	X							X																					\$ 5.99	
NNTN4273	OEM Standard Battery Door	Moto	X	X	X	X							X																					\$ 5.99	
NNTN4119	OEM High Capacity Battery Door	Moto	X	X	X	X																	X											\$ 5.99	
NNTN4118	OEM Standard Battery Door	Moto	X	X	X	X																		X										\$ 5.99	
NTN9343	OEM High Capacity Battery Door	Moto	X	X	X	X									X			X	X															\$ 5.99	
NTN9344	OEM Standard Battery Door	Moto	X	X	X	X									X			X	X															\$ 5.99	
NNTN4032	OEM Overmolded High Capacity Battery Door - Yellow	Moto		X	X													X																\$ 14.99	
NNTN4031	OEM Overmolded High Capacity Battery Door - Grey	Moto		X	X													X																\$ 14.99	
NTN9849	OEM Slim Battery Door	Moto	X	X	X	X						X	X	X																				\$ 5.99	

DIRECT PRICING FOR NEXTEL ACCESSORIES

EFFECTIVE: March 1 - 31, 2004

New Items Highlighted in Gray and in Bold

Any New Price Changes Highlighted in Yellow

Any New Price Changes Highlighted in Yellow			Channels														Product Compatibility																		
	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1730/1733/1736	i530	i305	i205	i95cl	i90c	i90c Special Edition	i85s/i88s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750-fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	Nextel RRP	Nextel NPP
			X	X	X										X	X	X																		
NTN9850	OEM Standard Battery Door	Moto	X	X	X																													\$ 5.99	

February 2004

10%

Government Account Manager
rick.eisenberg@nextel.com

National Shared Minute Plans

[illegible][illegible]

Government Local Shared Plans

[illegible]

	Govt/Univ/Local Shared 100	345-575	444-525	500	1100-50
Available to Public Sector customers only. Domestic Long Distance is \$0.15/min. Phones must be on same account and separate plan to share minutes. Cellular Direct Connect minutes are available in your local calling area only and include Group Connect Calls. Direct Connect coverage is \$0.15/min. Direct Connect, Nationwide Direct Connect, and Group Connect charges are calculated by multiplying the minutes of use, number of participants, and the applicable rate. Group Connect can only work with members of the same network while in their home network. Nationwide service is not available for Group Connect calls. Cellular coverage is \$0.20/min. Unused minutes do not accumulate to the next billing cycle. Nights are 9:00pm to 7:00am. Weekends begin Fri. at 9:00am and Mon. at 7:00am. Night and Weekend minutes do not share. Up to \$0.15 per sent or received text message depending on message type.					

*Rate Plans are valid through 2/29/04, until further notice and are subject to change. Certain restrictions may apply. Offers may not be available in all markets. Requires a one- or two-year service agreement and credit approval. \$200 early termination fee applies; after 15-day trial period (conditions apply). Set up fee of \$35 per phone, up to \$70 per account applies. Additional charges may apply and may vary by market, including state and federal taxes; a Universal Service Assessment of either 1.087% or 1.25%, in some states a Gross Receipts Recovery Fee of 1.4% to 5%, a TRS charge of approx. .07%, and a state-required E911 fee. Nextel also imposes a Federal Programs Cost Recovery (FPCR) fee of \$1.55 or \$2.63. The FPCR is not a tax or government required charge. The fee is charged for one or more of the following: E911, number pooling and wireless number portability. In store purchase requires two valid forms of identification.

• • Additional Data Services are available to be purchased as an add-on including Premium Web, Mobile Email and Full Service Data Package. Ask your Sales Representative for more information.

Nextel's Nationwide Network serves 293 out of the top 300 markets. © 2004 Nextel Communications, Inc. All rights reserved. Nextel, the Nextel logo and Nextel Direct Connect are trademarks, service marks and/or registered marks of Nextel Communications.

DIRECT PRICING FOR NEXTEL ACCESSORIES
EFFECTIVE: May 1 - 31, 2004

New items highlighted in gray and in bold
Any new price changes highlighted in yellow

Any new price changes highlighted in yellow			Channels		Product Compatibility																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1830	1730i/733/736	1530	1305	1205	195cl	190c	190c Special Edition	185s/i88s	180s	160c	155sr/i58sr	150sx	130sx/i35s	T720	P280 - NWWW	v60 - NWWW	r750/r750+fm	11000plus/i2000plus	11000 Redesign	1550plus/i700plus	1600i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	RRP	NPP	Discount																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				

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Any new price changes highlighted in yellow			Channels		Product Compatibility																								
	Description	Vendor	NRS	Web and Telesales	Direct	S&R																					RRP	NPP	Discount
			Blackberry 7510	Blackberry 6510	1830	1730/i733/i736	1530	1305	1205	195cl	190c	190c Special Edition	185s/i88s	180s	160c	155sr/i58sr	150sx	130sx/i35s	1720	P280 - NWWW	v60 - NWWW	r750/r750+fm	f1000plus/i2000plus	f1000 Redesign	1550plus/i700plus	1600/i390			

DIRECT PRICING FOR NEXTEL ACCESSORIES
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	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1830	1730/i733/i736	1530	1305	1205	195cl	190c	190c Special Edition	185s/i88s	180s	160c	155sr/i58sr	150sx	130sx/i35s	1720	P280 - NWWW	v60 - NWWW	r750/r750+fm	f1000plus/i2000plus	f1000 Redesign	1550plus/i700plus	1600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	RRP	NPP	Discount																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												

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Any new price changes highlighted in yellow			Channels		Product Compatibility																								
	Description	Vendor	NRS	Web and Telesales	Direct	S&R																					RRP	NPP	Discount
			Blackberry 7510	Blackberry 6510	1830	1730/i733/i736	1530	1305	1205	195cl	190c	190c Special Edition	185s/i88s	180s	160c	155sr/i58sr	150sx	130sx/i35s	1720	P280 - NWWW	v60 - NWWW	r750/r750+fm	f1000plus/i2000plus	f1000 Redesign	1550plus/i700plus	1600/i390			

DIRECT PRICING FOR NEXTEL ACCESSORIES
EFFECTIVE: May 1 - 31, 2004

New items highlighted in gray and in bold
Any new price changes highlighted in yellow

	Description	Vendor	Channels		Product Compatibility		RRP	NPP	Discount
			NRS	Web and Telesales	Direct	S&R			
						Blackberry 7510			
						Blackberry 6510			
						1830			
						1730/i733/i736			
						1530			
						1305			
						1205			
						195cl			
						190c			
						190c Special Edition			
						185s/i88s			
						180s			
						160c			
						155sr/i58sr			
						150sx			
						130sx/i35s			
						1720			
						P280 - NWW			
						v60 - NWW			
						1750/r750+rm			
						11000plus/i2000plus			
						11000 Redesign			
						1550plus/i700plus			
						1600/i390			
						1470			
						1370/i370/c280			
						Lingo			
						m100, m370, m470, c370, c470			

DIRECT PRICING FOR NEXTEL ACCESSORIES

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Any new price changes highlighted in yellow

Any new price changes highlighted in yellow			Channels		Product Compatibility																																				
	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	i830	i730/i733/i736	i530	i305	i205	i95cl	i90c	i90c Special Edition	i85sr/i88s	i80s	i60c	i55sr/i58sr	i50sx	i30sx/i35s	T720	P280 - NWW	v60 - NWW	r750/r750+fm	i1000plus/i2000plus	i1000 Redesign	i550plus/i700plus	i600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	RRP	NPP	Discount				
CAR KITS																																									
NNTN5113	Dash Mount Holder	Motorola	X	X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X					\$	19.99		\$	16.59		
NNTN4122	Dash Mount Holder	Motorola	X	X	X	X																X													\$	19.99		\$	16.59		
NTN9715	Dash Mount Holder	Motorola	X	X	X	X													X																\$	19.99		\$	16.59		
NTN9071	Dash Mount Holder	Motorola	X	X	X	X																					X									\$	19.99		\$	16.59	
NTN8840	Dash Mount Holder	Motorola	X	X	X	X																					X	X								\$	19.99		\$	16.59	
NTN9198	Dash Mount Holder	Motorola	X	X	X	X																							X							\$	19.99		\$	16.59	
NNTN4744	Portable Car Kit w/PTT and Visor Mic	Motorola	X	X	X	X			X	X	X	X	X																							\$	99.99			\$	82.99
NTN1796	Portable Car Kit with Nextel Direct Connect button	Motorola		X	X	X									X	X	X	X	X	X	X	X	X													\$	119.99			\$	99.59
NTN1661	Portable Car Kit with Dash Mount Holder (WSL)	Motorola	X	X	X	X																					X	X								\$	119.99	\$	89.99		
NTN8656	Portable Car Kit	Motorola		X	X	X																					X	X								\$	99.99	\$	89.99		
NTN1719	Portable Car Kit with Nextel Direct Connect button and Dash Mount Holder	Motorola		X	X	X																							X							\$	119.99	\$	99.99		
FLN9108	Nextel Direct Connect button for Portable Car Kits	Motorola		X	X	X									X	X	X	X	X	X	X	X	X				X	X	X	X	X	X	X		\$	29.99			\$	24.89	
NTN1583	Portable Car Kit (WSL)	Motorola		X	X	X																								X	X	X	X			\$	119.99			\$	99.59
NNTN4751	Hard Install Car Kit Cradle -- i730	Motorola		X	X	X				X																										\$	99.99			\$	82.99
NNTN4753	Hard Install Car Kit Cradle -- i530	Motorola		X	X	X				X																										\$	99.99			\$	82.99
NNTN4752	Hard Install Car Kit Cradle --i305/315	Motorola		X	X	X					X																									\$	99.99			\$	82.99
NNTN4750	Hard Install Car Kit Cradle -- i205	Motorola		X	X	X							X																							\$	99.99			\$	82.99
NNTN4846	Hard Install Car Kit Base	Motorola		X	X	X			X	X	X	X																								\$	99.99			\$	82.99
NNTN4905	Car Kit Cradle with Y Cable - Clam (WSL)	Motorola		X	X	X									X	X	X		X																\$	129.99			\$	107.89	
RLN5612	Hard Install Car Kit	Motorola		X	X	X									X	X	X		X																\$	209.99			\$	174.29	
RLN5243	Hard Install Kit with Coupler	Motorola		X	X	X																					X	X							\$	224.99	\$	159.99			
RLN5582	Hard Install Car Kit	Motorola		X	X	X											X			X	X														\$	209.99			\$	174.29	
NTN9299	Hard Install Car Kit	Motorola		X	X	X																							X							\$	219.99			\$	182.59
FLN2912	Hard Install Car Kit	Motorola		X	X	X																					X									\$	389.99			\$	323.69
FLN9299	Nextel Direct Connect button for Hard Install Car Kits (WSL)	Motorola		X	X	X											X			X	X					X	X	X	X	X	X	X	X	X		\$	29.99			\$	24.89
101101	Cellport Universal Docking Station (WSL)	Cellport		X	X	X																						X	X							\$	249.99	\$	74.99		
505001	Cellport Pocket Adapter for i1000/i1000plus (WSL)	Cellport		X	X	X																						X	X							\$	79.99	\$	29.99		
901001	Cellport Remote Nextel Direct Connect Button (WSL), Web only	Cellport		X	X	X																						X	X							\$	19.99			\$	16.59
FLN2800	Remote Speaker Microphone	Motorola		X	X	X																					X									\$	169.99			\$	141.09
HSN4030	External Speaker for Mobiles	Motorola		X	X	X																													X	\$	64.99			\$	53.94
HMN4058	Handheld Speaker Mic	Motorola		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X		\$	49.99			\$	41.49
NSN6066	Lightweight Remote Speaker Mic	Motorola		X	X	X			X	X	X	X	X																							\$	59.99			\$	49.79
APA8743M	Nextel Glass Mount Antenna (for Hard Install Car Kits and iM1100)	Antenna Specialist		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X		\$	39.99			\$	33.19
ASPA1894M	Nextel Magnetic Mount Antenna (for Hard Install Car Kits and iM1100)	Antenna Specialist		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X		\$	39.99			\$	33.19
ASPA1860M	Nextel Roof Mount Antenna (for Hard Install Car Kits and iM1100)	Antenna Specialist		X	X	X			X	X	X	X	X	X	X	X	X	X	X	X	X	X					X	X	X	X	X	X	X	X		\$	39.99			\$	33.19
S8060B	1 DB Omni Antenna - b370	Cushcraft		X	X	X																														\$	39.99			\$	33.19

DIRECT PRICING FOR NEXTEL ACCESSORIES
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	Description	Vendor	NRS	Web and Telesales	Direct	S&R	Blackberry 7510	Blackberry 6510	1830	1730/i733/i736	1530	1305	1205	195cl	190c	190c Special Edition	185s/i88s	180s	160c	155sr/i58sr	150sx	130sx/i35s	1720	P280 - NWWW	v60 - NWWW	r750/r750+fm	f1000plus/i2000plus	f1000 Redesign	1550plus/i700plus	1600/i390	r470	r370/i370/c280	Lingo	m100, m370, m470, c370, c470	RRP	NPP	Discount																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												

Rick Eisenberg - (215) 783-5322

BlackBerry Service Options					
	SERVICE	MONTHLY ACCESS	BLACKBERRY EMAIL	DIRECT CONNECT	CELLULAR
SERVICE PLANS	Email Only Plan - Unlimited	\$40.99	Unlimited	\$0.20/Min	\$0.40/Min
	Email Only Plan - 3MB	\$32.79	3MB (\$0.01/KB Overage)	\$0.20/Min	\$0.40/Min
	Voice & Email Plan - Unlimited	\$36.89	Unlimited	Qualifying Voice Plan Required	
	Voice & Email Plan - 3MB	\$28.69	3MB (\$0.01/KB Overage)	Qualifying Voice Plan Required	
	Equipment				
	PRODUCT	DESCRIPTION		PRICING	
Device	BlackBerry 7520™	Fully loaded, full color handheld with cell phone, walkie-talkie, speakerphone and now Bluetooth®- Enabled. Automatic email delivery. Includes Nextel Online Wireless Web access.		\$149.99	
	PRODUCT	DESCRIPTION		PRICING	
BlackBerry Enterprise Server	Single User BES	Add one or more users to any B.E.S. Operates with MS Exchange and IBM Lotus Domino.		\$78.00	
	20-User BES v 4.0	BlackBerry Enterprise Server for medium- and large-sized businesses. Operates with MS Exchange and IBM Lotus Domino.		\$3,300.00	
	5-User SBE (Small Business Edition) BES v 4.0	BlackBerry Enterprise Server for small businesses that plan to have no more than 15 handhelds throughout their organization. Operates with MS Exchange ONLY.		\$1,299.00	
	Upgrade to BES v 4.0	BlackBerry Enterprise Server Upgrade from MS Exchange v 3.5/3.6 or IBM Lotus Domino v 2.1/2.2 to BES v 4.0		\$899.00	

Text messages are up to \$0.15 per received message depending on message type. Additional terms per plan are as follows.

3MB Email and Web Plan: Email Overage (usage over 3 MB) is 1c/KB. Cellular: Home-area calls are \$0.40/min.; nationwide long-distance calls are an additional \$0.20/min. Walkie-Talkie Charges are multiplied by the number of participants on the call and charged to the call initiator. Direct Connect minutes apply to your home calling area and are \$0.20/minute. Nationwide Direct Connect calls are an additional \$0.10/min. Text: \$0.15 per received SMS text message.

Unlimited Email and Web Plan: Same terms apply as for the 3MB Email and Web Plan, except that email use is unlimited and there is no email overage charge. Text: After 200 per month, \$0.15 per received SMS text message.

3 MB Email and Voice Plan: Email overage (usage over 3 MB) is 1c/KB. Cellular and Walkie-Talkie terms are the terms of qualifying voice plan. Text: \$0.15 per received SMS text message.

Unlimited Email and Voice Plan: Cellular and Walkie-Talkie terms are the terms of qualifying voice plan. Text: After 200 per month, \$0.15 per received SMS text message.

BlackBerry Enterprise Server Upgrades: Customers with software versions earlier than MS Exchange v 3.5 and IBM Lotus Domino v 2.1 are required to purchase new BES v 4.0 software. 5 User SBE BES Exchange v3.5/3.6 can not be upgraded to 20-user BES Exchange v 4.0. However, the 5 User SBE BES Exchange v 3.5/3.6 may be upgraded to a 5 User SBE BES Exchange v 4.0 for \$899.

Nextel's Nationwide Network services 297 out of the top 300 markets.

NEXTEL BLACKBERRY SOLUTIONS - WSCA

SEPTEMBER 2004

Rick Eisenberg - (215) 783-5322

BlackBerry Service Options					
SERVICE		MONTHLY ACCESS	BLACKBERRY EMAIL	DIRECT CONNECT	CELLULAR
SERVICE PLANS	Nationwide Free Incoming Plan	\$81.99	Unlimited	Unlimited DC & NDC	Unlimited Incoming, 300 Outgoing Mins, \$0.40/Min Overage, LD Included Now Includes Unlimited Nights and Weekends and 100 Bonus Minutes for 12 Months
	BlackBerry National Team Share 400	\$65.59	Unlimited	250	400 Anytime Mins, \$0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
	BlackBerry National Team Share 600	\$73.79	Unlimited	250	600 Anytime Mins, \$0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
	BlackBerry National Team Share 800	\$90.19	Unlimited	250	800 Anytime Mins, \$0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
	BlackBerry National Team Share 1000	\$106.59	Unlimited	250	1,000 Anytime Mins, \$0.40/Min Overage, LD Included. Includes Unlimited Nights and Weekends
	Email Only Plan - Unlimited	\$40.99	Unlimited	\$0.20/Min	\$0.40/Min
	Email Only Plan - 3MB	\$32.79	3MB (\$0.01/KB Overage)	\$0.20/Min	\$0.40/Min
	Voice & Email Plan - Unlimited	\$36.89	Unlimited	Qualifying Voice Plan Required	
	Voice & Email Plan - 3MB	\$28.69	3MB (\$0.01/KB Overage)	Qualifying Voice Plan Required	
Equipment					
PRODUCT		DESCRIPTION		PRICING	
DEVICE	BlackBerry 7510™	Fully loaded, full color handheld with cell phone, walkie-talkie and speakerphone. Automatic email delivery. Includes Nextel Online Wireless Web access.		\$249.99 RRP = \$549.99	BlackBerry Device Trade-Up Promotion Get a \$100 Credit through November 30, 2004!*
PRODUCT		DESCRIPTION		PRICING	
BUNDLES	5/5	Purchase 5 BlackBerry 7510 handhelds and 5-user BlackBerry Enterprise Server software for one combined low price. Save \$400.		\$1,548.95	
	10/20	Purchase 10 BlackBerry 7510 handhelds and 20-user BlackBerry Enterprise Server software for one combined low price. Save \$1,700.		\$3,999.90	
	20/20	Purchase 20 BlackBerry 7510 handhelds and 20-user BlackBerry Enterprise Server software for one combined low price. Save \$2,700.		\$5,499.80	

\$100 BlackBerry Trade-Up Promotion: Offer expires November 30, 2004 or while supplies last. A \$100 credit will be applied to the account as "Used Equipment Reimbursement" on the 1st or 2nd invoice after the trade-in unit has been received by Nextel. The trade-in unit must be received within 30 days of purchase of the BlackBerry 7510 to be eligible for the \$100 credit. Trade-in units must be functional and power on. Eligible units include Audiovox Thera Pocket PC 2002, Danger Sidekick/Hiptop, Good G100, Hitachi (G1000, P300), Kyocera (7135 Smartphone, QCP 6035), Motorola (Pagerwriter 2000Xr, Pagerwriter 250, Timeport 270c, 280, MPx200), Nokia (6200, 7250i, 3650, 9290, 9000i, 9000ii), Palm (Tungsten W Handheld, i705, VII, VII; Treo (180, 270, 300, 600)), RIM BlackBerry (850, 857, 950, 957), Samsung (SPH-I330, SPH-I300, SPH-I500, SPH-I600, SPH-I700), Sierra Wireless voQ, Siemens SX56; Sony-Ericsson (P800, T226, T616, T62u), T-Mobile Pocket PC Phone, Toshiba 2032.

BlackBerry Bundles: Bundle Promotional value, what customers are saving by purchasing handhelds and software together is \$400, \$1,700 and \$2,700, respectively. Customers who purchase 10 or more BlackBerry 7510 handhelds and a 20-user BES will see a service credit of \$1,450 and \$250 (\$25 service credit per handheld) for a combined promotional savings of \$1,700. Customers who purchase 20 or more BlackBerry 7510 handhelds and a 20-user BES will see a \$2,200 service credit and additional \$500 (\$25 service credit per handheld) on their first or second invoice.

Unlimited Direct Connect minutes are available in your local calling area and do not include Group Connect calls, which are \$0.15/min. Nationwide Direct Connect calls use the Direct Connect minutes (unlimited) in your plan. Nationwide Direct Connect calls are charged to the call initiator. Group Connect charges are calculated by multiplying the minutes of use, number of participants, and the applicable rate. Group Connect can only work with members of the same network while in their home market. Nationwide service is not available for Group Connect calls. Cellular overage for the National Shared Minuted plan is \$.35/min; Cellular overage for the Nationwide Free Incoming plan is \$.40/min. Cellular calls for National Shared Minute plan round to the second. Cellular calls in the Nationwide Free Incoming plan round to the next full minute. Unused minutes do not accumulate to the next billing cycle. Domestic long distance is \$.20/min. Nights are 9:00pm to 7:00am. Weekends begin Fri. at 9:00pm and end Mon. at 7:00am. Up to \$.15 per sent or received text message depending on message type

Nextel's Nationwide Network services 296 out of the top 300 markets.

WPS – Wireless Priority Service

Below is some basic WPS information and specific instructions for applying for WPS:

WPS is overseen by the National Communications System (NCS) a division of the Department of Homeland Security.

Customers must have leadership roles in National Security and Emergency Preparedness to use WPS.

Key requirements:

- Customer must be a Nextel subscriber
- Customer must request WPS service at <http://wps.ncs.gov> or call 1.866.NCS.CALL to apply.
- NCS will inform Nextel of those subscribers that are approved for WPS and at what Priority Level.
- Nextel can not add, delete or modify a WPS subscription without NCS consent

Once approved NCS will send notification to Nextel Public Safety Care. At that time WPS will be provisioned for the customer.

You will be notified by Nextel Care when WPS has been added, along with the assigned level.

NCS has provided pricing for use by all carriers. The pricing is:

- | | |
|-------------------|---|
| - Activation Fee: | \$10.00 |
| - Monthly Fee: | \$4.50 |
| - Per Minute Fee: | \$0.75 per minute + toll charges |
| | (this fee is instead of regular airtime charges) |

There are five WPS NS/EP criteria. Categories are:

- A. Executive Leadership and Policy Makers**
- B. Disaster Response/Military Command and Control**
- C. Public Health, Safety and Law Enforcement Command**
- D. Public Services/Utilities and Public Welfare**
- E. Disaster Recovery**

- WPS will be Nextel billed and seen on a monthly invoice.
- WPS is invoked by dialing *272 prior to the destination number

Call me if you have any questions.

Thank you,

Rick Eisenberg
Government Account Manager
Pennsylvania / Delaware
215-783-5322
[**rick.eisenberg@nextel.com**](mailto:rick.eisenberg@nextel.com)

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

These SPECIAL TERMS AND CONDITIONS shall be a part of the Participating Addendum - Western States Contracting Alliance ("Addendum") between the **Commonwealth of Pennsylvania**, acting through the Department of General Services ("DGS") and **Cellco Partnership, d/b/a Verizon Wireless** ("the Contractor") regarding the procurement of wireless communication services and equipment.

1. COMMONWEALTH OF PENNSYLVANIA ADDENDUM PARTICIPANTS

This Addendum may be used by all Commonwealth agencies as that term is defined in Section 103 of the Commonwealth Procurement Code, 62 Pa.C.S. §103, and by all local public procurement units, as that term is defined in Section 1901 of the Commonwealth Procurement Code, 62 Pa. C. S. §1901.

2. CONTRACT PURCHASE ORDER

Commonwealth agencies and local public procurement units may issue purchase orders against this Addendum directly with the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency or local public procurement unit. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and must be performed in accordance with the Addendum and the purchase order. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum.

Purchase orders may not include an "ink" signature by the Commonwealth. The electronically-printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

DGS and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for a purchase order to be legally enforceable.
- b. Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth transmitting the order has properly received an acknowledgement.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgement issued electronically under the

provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement were not in writing or signed by the parties. A purchase order or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

3. COMMONWEALTH EXECUTIVE AGENCY ORDERING PROCESS

Commonwealth executive agencies shall use the Commonwealth Telecommunications Asset Reporting ("CTAR") system to order services and equipment against this Addendum. CTAR orders will be used to establish or modify services. Orders may be sent by e-mail or fax. All services activation and termination must be authorized through the designated Commonwealth executive agency Telecommunications Management Officer ("TMO") or designee. DGS will provide the Contractor with a list of TMOs within 10 days after the effective date of this Participating Addendum.

4. DEACTIVATION OF SERVICE -

Deactivation or termination of service requests must be completed by the Contractor within one (1) business day of receipt of such request from an authorized user, provided that such request for deactivation or termination is received by Contractor during Contractor's then current business hours. If the Commonwealth elects to make a request outside of Contractor's then current business hours, then Contractor cannot guarantee the timeframe in which such requests will be processed, and such processing times may exceed one (1) day.

5. CONTRACT MANAGEMENT

The Contractor shall assign a project manager and project supervisor for the Participating Addendum. The project manager shall be responsible for coordination of all activities between all authorized users and the Contractor. The project manager, or the office represented, shall be responsible for coordinating orders and answering billing questions. The project manager shall be the central point of contact for the Contractor.

In the event that DGS is dissatisfied with the performance of the project manager, it will contact the project supervisor. The Contractor will make commercially reasonable efforts to consider the concerns of DGS in Contractor's decisions regarding personnel. In the event that it becomes necessary for the Contractor to change its project manager and/or project supervisor, the qualifications of replacement personnel shall be at least equal to the replaced personnel.

The Contractor shall assign one or more individuals to function as customer service representative(s) for the duration of the Participating Addendum. These individuals shall be responsible for providing services under the Participating Addendum, which include, but are not limited to, operational and billing problem resolution, product and technical information, and training. They will be responsible to the project manager. The Contractor will make commercially reasonable efforts to consider the concerns of DGS in Contractor's decisions regarding personnel. In the event that it becomes necessary for the Contractor to change its project manager and/or project supervisor, the qualifications of replacement personnel shall be at least equal to the replaced personnel.

The names, mailing addresses, e-mail addresses and telephone numbers of the project manager, the project supervisor, and the customer service representatives shall be provided to DGS within ten (10) days of execution of this Participating Addendum.

6. PRIMARY CONTACT

The primary contact individual for this participating addendum is as follows

Mike Richart
Department of General Services
Bureau of Purchases
414 North Office Building
Harrisburg, PA 17120
(717) 783-8578
Fax: (717) 783-6241
E-mail: mrichart@state.pa.us

7. CONTRACT CONTROVERSIES

In the event of a controversy, dispute or claim arising from the Addendum, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management.

If the matter cannot be worked out between the parties, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the representative and the Contractor. The contracting officer shall send his written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order.

Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs

first, the Contractor may file a statement of claim with the Commonwealth Board of Claims, if the claim involves a Commonwealth executive or independent agency or a stateaffiliated entity. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of this Agreement or the addendum in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the addendum.

8. CONTROLLING LAW

The Addendum between DGS and the Contractor shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court (Pennsylvania or federal) shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

9. CONTRACTOR INTEGRITY PROVISIONS

The Contractor agrees to comply with the Contractor Integrity Provisions, that are attached hereto as Appendix A and incorporated by reference, with the following clarifications:

- a. The definitions in Section 1 of Appendix A shall only apply to those terms found in Appendix A.
- b. With respect to the definition of "Contractor in Subsection 1.c. of the Appendix, Contractor represents that the entities listed below in subsection (f) (collectively, the "Cellco Partners") are not involved directly or indirectly in the procurement of this Agreement, will not provide any service or equipment hereunder, and will not receive or have access to any Confidential Information. The definition of "Contractor " therein shall therefore refer only to the entities and individuals expressly named hereafter in this sub-paragraph (hereinafter "Contractor's Senior Executives"): Dennis F. Strigl, President & Chief Executive Officer, Lowell McAdam, Executive Vice President & Chief Operating Officer, Andy Halford, Chief Financial Officer, Roger Gurnani, Vice President - Information Systems, Steve Zipperstein, Vice President and General Counsel, Marc Reed, Vice President - Human Resources, Richard Lynch, Executive Vice President and Chief Technology Officer, and Molly Feldman, Vice President - Bus. Development.
- c. The restriction/requirement in Section 7 only apply to "material" financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.
- d. With respect to the Contractor's Senior Executives, business or financial records requested by the Inspector General must be directly relevant to any breach of the provisions of this Appendix only.
- e. The remedies found in Section 11 shall not be cumulative unless provided by law or equity or as permitted in Section 48 of the Master Contract, and are subject to the limitations of liability contained therein.

Verizon

- f Cellco Partnership is a general partnership formed under Delaware law. There is no managing partner. There is no corporate seal. The partners of **Cellco** are:

Verizon Communications Inc. (VZ) Entities:

1. Bell Atlantic Cellular Holdings, L.P.
a Delaware limited partnership
2. NYNEX PCS, Inc.
a Delaware corporation
3. PCSCO Partnership
a Delaware general partnership
4. GTE Wireless Incorporated
a Delaware corporation
5. GTE Wireless of Ohio Incorporated
a Delaware corporation
6. GTE Consumer Services Incorporated
a Delaware corporation Total VZ

Vodafone Group Plc. (VOD) Entities:

7. PCS Nucleus, L.P.
a Delaware limited partnership
8. JV Partnerco, LLC
a Delaware single member LLC Total
VOD:

10. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor shall comply with all applicable provisions of state and federal constitutions, laws; regulations; -and judicial orders= pertaining to nondiscrimination, -.sexual,--, harassment, and equal employment opportunity, including the provisions of the Nondiscrimination/Sexual Harassment Clause, which is attached hereto as Appendix B and incorporated by reference.

11. CONTRACTOR RESPONSIBILITY PROVISIONS

The Contractor agrees to comply with the Contractor Responsibility Provisions that are attached hereto as Appendix C and incorporated by reference.

12. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the Americans With Disabilities Act Provisions that are attached hereto as Appendix D and incorporated by reference.

13. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Department, to audit the books, documents, and records of the Contractor to the extent that the books, documents, and records relate to pricing data for this Addendum or order. The Contractor agrees to maintain records that will support the prices charged for this Addendum or any order.

The Contractor shall preserve books, documents, and records that relate to pricing data for this Addendum or any order for a period of three years from date of final payment. The Contractor shall give reasonable access to all records directly pertinent to the billing under this Agreement to the Commonwealth and their authorized representatives, during normal business hours, following thirty (30) days prior written request.

13. OFFSET PROVISIONS

The Contractor agrees that participating entities may set off the amount of any damages , state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

14. NOTICE

Any notice or demand from the Contractor or from DGS shall be in writing and shall be delivered by hand or deposit in US mail, postage prepaid, via registered or certified mail. If to the Contractor in an envelope addressed to the attention of the project manager identified by the Contractor pursuant to Paragraph 4.

If to DGS, in an envelope addressed to the attention of

Chief Procurement Officer
Bureau of Purchases Department
of General Services 414 North
Office Building Harrisburg, PA
17125

15. TERM OF PARTICIPATING ADDENDUM

This Participating Addendum shall become effective on the date the Commonwealth sends the fully executed and approved Participating Addendum to the Contractor. The Participating Addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Contract, and (b) termination of this Participating Addendum in accordance with its terms or the terms of the Master Contract.

16. ENTIRE AGREEMENT

This Participating Addendum and the Master Contract, together with their exhibits, set forth the entire agreement between the parties concerning the Commonwealth's procurement of wireless communication services and equipment from the Contractor. No agent, representative, employee or officer of either the Commonwealth or the Contractor has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

Exhibit B
to
PARTICIPATING ADDENDUM

FOR: The Commonwealth of Pennsylvania
UNDER THE
WESTERN STATES CONTRACT ALLIANCE

WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
MASTER PRICE AGREEMENT 11-00115

Special Requirements

1. Scone.

This Exhibit B, "Special Requirements", is a part of the Participating Addendum between **Cellco Partnership, d/b/a Verizon Wireless** ("the Contractor") and the **Commonwealth of Pennsylvania** acting through the Department of General Services ("DGS"). Unless otherwise defined, all capitalized terms in this Participating Addendum shall have the meanings ascribed to them in the Western States Contracting Alliance, Wireless Communication Services and Equipment Master Price Agreement, # 10-00115 (the "Master Contract").

2. General

- a. The service plans set forth in this Exhibit B are the only service plans authorized for use by Commonwealth agency users. The Contractor cannot offer, and Commonwealth agencies cannot accept, other service plans without prior authorization by the Office of Administration's Bureau of Commonwealth Telecommunication Services ("BCTS") and DGS.
- b. Monthly access fees and home airtime rates for the calling plans provided as of the effective date of the Agreement shall remain fixed for the term of the Agreement. Other charges, including but not limited to, taxes, regulatory fees and universal service fund charges, are subject to change.
- c. The Contractor cannot offer a promotional pricing program to Commonwealth agencies unless the program applies to all applicable accounts, is approved by BCTS and DGS and is in effect for all Commonwealth agency users for the duration of the Participating Addendum.

3. Plans.

The following service plans are authorized for procurement by Commonwealth agencies.

Verizon Wireless America's Choice National Plan - 300 Anytime Minutes	\$35.00
Additional Home Minutes	\$0.45
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice National Plan – 550 Anytime Minutes	\$55.00
Additional Home Minutes	\$0.40
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice National Plan – 900 Anytime Minutes	\$75.00
Additional Home Minutes	\$0.35
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice National Plan – 1200 Anytime Minutes	\$100.00
Additional Home Minutes	\$0.25
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice Business SharePlan – 400 Anytime Minutes	\$39.99
Included Mobile to Mobile Minutes – 250 Minutes	\$0.00
Additional Home Minutes	\$0.25
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice Business SharePlan – 800 Anytime Minutes	\$59.99
Included Mobile to Mobile Minutes – 500 Minutes	\$0.00
Additional Home Minutes	\$0.25
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice Business SharePlan – 1600 Anytime Minutes	\$99.99
Included Mobile to Mobile Minutes – 500 Minutes	\$0.00
Additional Home Minutes	\$0.25
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

Verizon Wireless America's Choice Business SharePlan - 2500 Anytime Minutes	\$149.99
Included Mobile to Mobile Minutes - 500 minutes	\$0.00
Additional Home Minutes	\$0.25
Domestic Roaming Minutes	\$0.69
Long Distance Minutes	\$0.00

The foregoing plans are attached hereto as Appendices A through D and described in the Master Contract.

4. **Features**

All provided cellular service will include the following features at no additional charge:

Voice Mail
 Caller ID / Caller ID block
 Call Forwarding Three way
 calling Speed dialing Call
 Waiting

5. **Basic Equipment Package**

All wireless service accounts will be equipped with the following basic equipment package:

Dual-band or tri-mode handset, in accordance with Equipment Exhibit

AC, charger. One phone battery (a single battery is included with each handset; additional batteries may be purchased by the Commonwealth for an additional charge)

All equipment must be newly manufactured hardware. Remanufactured hardware will not be acceptable.

6. **Help Desk Requirements**

The Contractor will designate technical assistance available, via phone and Internet, to all Commonwealth clients, on a 24 hour, 7 day a week basis, and shall provide an Emergency Point of Contact (EPOC) and Emergency Back-Up Point of Contact (EBPOC) list to the primary contact for all emergencies. This technical assistance must be available on the effective date of the Participating Addendum. Information on accessing the technical assistance must be made available to DGS and BCTS.

7. **Management/Billing Reports**

The Contractor shall produce a consolidated bill for each authorized user at a minimum of 30 days prior to the payment due date. The billing cycle will be from the first day of month to at least the 28th day of the month. The Contractor shall provide the Commonwealth with the ability to receive information and reports on account usage billing activity in the Contractor's Areas electronically, subject to the terms and conditions of the reporting/billing system and the

Contractor's approval. Within forty-five (45) to sixty (60) days of the end of each month's billing cycle, The Contractor will coordinate the consolidation of the Commonwealth's usage information under this Agreement and make such information available to the Commonwealth. The Commonwealth's authorized users may elect to utilize reporting and features available in accordance with the reporting/billing system's capabilities. The Contractor may substantially modify or replace the billing reporting system from time to time upon prior notice to the Commonwealth. The Contractor shall provide the Commonwealth with access to Verizon Wireless' online reporting system, IBAS. Within seven (7) to ten (10) business days after the end of each billing cycle, Verizon Wireless will send the Commonwealth a paper invoice.

The Contractor will be required to provide monthly individual billing account reports, via the Internet, to authorized users, according to the following uniform reporting requirements. The Contractor will also be required to begin every Commonwealth agency account name with "Commonwealth of Pennsylvania". All carryover accounts must be renamed in accordance with this requirement. The account name will follow "Commonwealth of Pennsylvania" with the authorized Commonwealth agency and bureau/division title.

One single master state account number must be used for all services activated under the Participating Addendum.

The Commonwealth will be listed as the master account, and each individual department will be a sub-account under the master.

The following must appear on the billing account reports:

- Authorized user acronym (beginning with "Commonwealth of Pennsylvania")
- Telephone number of each line
- Number of minutes used
- Total Monthly charges
- Total number of active lines
- Total number of minutes used
- Number of phones on account (where applicable for pooled accounts)

The following must appear on the monthly new equipment or new service report:

- Purchase order number
- Authorized user Acronym (beginning with "Commonwealth of Pennsylvania")
- Division Name
- Date equipment or service was Activated
- Manufacturer and Model number of equipment
- Service Selected
- Electronic Serial number of Equipment (ESN)
- Phone number
- Unit price
- Total price

The following must appear on the enterprise reports:

The Contractor must submit to BCTS a fiscal year-end report, in Excel format to be provided via email, by July 15th of each year of the Participating Addendum. The report will consist of:

- Account number
- Authorized User Acronym
- Cellular telephone number of each line
- Date line was activated
- Date line was deactivated (if applicable)
- Service Plan Subscription
- Average number of minutes used per month
- Number of minutes used per year
- Total Yearly charges

The Contractor shall prepare and submit to BCTS a closeout report due on the last day of the Participating Addendum, to include a final inventory of all existing accounts in the same format (Excel format to be provided via email) as the monthly reports. The Contractor shall cooperate and provide to any successor and/or authorized user the information and records that a successor authorized user would require in order to continue services.

The Contractor must also provide a bi-annual enterprise report to BCTS to include but not limited to the following:

- Usage per Authorized User and
- number of cell phones per Authorized User.

The Contractor must provide the following reports on a monthly basis at no cost to the authorized users, if requested:

- Called to number
- Call date
- Call origination time (include hours, minutes, and seconds)
- Call duration (minutes, seconds)
- Amount charged airtime
- Amount charged long distance
- Call indicator: a one or two character field that indicates whether the call was local or long distance.
- Usage for mobile to mobile or direct connect minutes
- Directory assistance.
- Equipment charges, purchases, rental, insurance, etc.
- Applicable surcharges
- Pass through service charges

8. **Implementation Plan**

The Contractor shall provide a detailed implementation plan to BCTS, describing all the activities necessary to successfully make operational the full scope of service required by this Participating Addendum within ten (10) days of Participating Addendum execution. However, the implementation for each authorized user must be developed, coordinated, and scheduled in cooperation with a representative of each authorized user.

9. **Training Requirements**

Verizon

At no additional cost, the Contractor must provide an orientation session(s) for all authorized user coordinators on the configuration and utilization of the services it intends to provide including trouble reporting, billing methods, management report interpretation and feature usage. The Contractor must also provide a training session(s) for all authorized users about how to manage cellular service expenses using WIN. BCTS will schedule the orientation session as soon as possible after the date of execution. Additional training sessions shall be scheduled at no additional cost, as reasonably required by the authorized users at mutually accepted locations.

APPENDIX A to EXHIBIT B
America's ChoiceSM

America's ChoiceSM Calling Plans: Corporate & Employee Subscribers

America's Choice Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	\$35.00	\$55.00	\$75.00	\$100.00
Home Airtime Minutes	300	550	900	1200
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.35	\$0.25
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)			
Domestic and Canadian Roaming Airtime Rate†	\$0.69 per minute (includes Domestic long distance charges)			

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. Domestic long distance is included when placing calls in the America's Choice home airtime rate area. Long distance charges will apply when making or receiving calls outside the United States. Charges for International calls while Roaming domestically are billed separately as roaming and at the applicable international rate. International long distance (where available) will vary. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

America's Choice Optional Services:

IN-Network Calling Option:

Subscribers to America's Choice Calling Plans may purchase IN-Network Calling. Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling is not available throughout the America's Choice home airtime rate area. The IN-Network Calling area is the Verizon Wireless network. IN-Network Calling does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes, surcharges, and a universal service fee apply. IN-Network Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.*

1,000 Night and Weekend Option:

Subscribers to America's Choice Calling Plans may purchase 1,000 night and weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The 1,000 Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

America's ChoiceSM Family SharePlan[®] Rate Plans

Subscribers to America's Choice Plans are eligible to receive the monthly access fee discount on the Family SharePlan primary line only with monthly access fees of \$39.99 and higher in Verizon Wireless' Northeast, West, South and select Midwest areas only.

APPENDIX B to EXHIBIT B

America's Choice Business SharePlans

America's ChoiceSM Business SharePlan: Corporate Subscribers

In order for Customer's Corporate Subscribers to qualify for the America's Choice Business SharePlan, Customer must have a minimum of 5 America's Choice Business SharePlan Corporate Subscriber lines active at all times. Should Customer's Corporate Subscriber lines to the America's Choice Business SharePlan fall below the 5 Corporate Subscriber line minimum, Customer's Corporate Subscribers will be migrated onto retail consumer pricing or corporate pricing, if available.

Corporate Subscribers to the America's Choice Business SharePlans can share minutes among multiple Corporate Subscribers within their market that are activated on the same account. Corporate Subscribers who don't use all of their shared home airtime minutes in the monthly billing period will pass those minutes to other Corporate Subscribers in their same market that are activated on the same account that have exceeded their shared home airtime minutes during the same monthly billing period, as applicable. Lines that share minutes must be activated on an America's Choice Business SharePlan only, however such America's Choice Business SharePlan Subscribers in the same market that are activated on the same account may share minutes from the various available America's Choice Business SharePlan monthly access fees. For example, Corporate Subscribers to the \$39.99 America's Choice Business SharePlan may share minutes with other Corporate Subscribers to America's Choice Business SharePlans within their market that are activated on the same account to the \$59.99 America's Choice Business SharePlan; likewise, they can share minutes with Corporate Subscribers to the \$99.99 or \$149.99 America's Choice Business SharePlan in the same market that are on the same account.

The America's Choice Business SharePlans are eligible for any monthly access discounts or promotions.

Standard Monthly Access Fee	\$39.99	\$59.99	\$99.99	\$149.99
Shared Home Airtime Minutes	400	800	1600	2500
IN-Network Calling minutes [†]	1000			
Per Minute Rate (over allowance)	\$0.25 per minute			
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)			
Domestic and Canadian Roaming Airtime Rate ^{††}	\$0.69 per minute			

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers; see America's Choice Calling Plan Map for details. ^{††}Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and in Canada; long distance charges will apply when making or receiving calls elsewhere outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. When subscribing to the America's Choice Business SharePlan Customer's Subscribers will be charged the full monthly access fee per line regardless of when they sign up or deactivate during the month. International dialing and Directory Assistance calls will be categorized together and not detailed out on the monthly invoice. Charges for features will be categorized together, billed as other charges and not detailed. If the America's Choice Business SharePlan is not renewed, Customer's Corporate Subscriber lines will be migrated onto retail consumer pricing or corporate pricing if available. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

[†]IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling minutes are per line and can not be shared among multiple Corporate Subscribers within their market that are activated on the same account. IN-Network Calling is not available to customers whose current wireless exchanges restrict the delivery of Caller ID.

America's Choice Optional Services:

Unlimited Night and Weekend Option:

Subscribers to America's Choice Calling Plans may purchase Unlimited night and weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the Unlimited Night and Weekend Option may make and receive Unlimited calls without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The Unlimited Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes. Night and weekend allowance minutes do not share.

APPENDIX C to EXHIBIT B

Verizon Wireless Calling Plan Features

Verizon Wireless Calling Plan Features	
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic TXT Messaging††, and 411 Connect SM † (Airtime and other charges may apply.)
<p>Note: All features may not be available in all Verizon Wireless Areas. *Airtime charges apply to all calls simultaneously. **Caller ID service may not be available outside home airtime rate area and may not be compatible with certain enhanced features. ***Airtime charges apply to message retrieval. † Directory assistance with automatic call completion. \$1.25 per call plus airtime charges apply. ††With Basic TXT Messaging, inbound text messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per message. For the applicable monthly fee, TXT Messaging includes either 100, 200, 600 or 1,000 messages at no charge per included message. Inbound messages over the included number of messages are charged at \$0.02 per message. Outbound messages over the included number of messages are charged at \$0.10 per message. Subscribers have the option of selecting any of the TXT Messaging plans listed above or electing to have text messages blocked entirely. Blocking text messages will disable the ability to receive text messages from others, information alerts from the Internet (including Mobile Web alerts) and the ability to send text messages from a two-way SMS capable phone. Blocking text messages will not affect voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost.</p>	

Mobile Web by VZW with MSN	
Mobile Web by VZW with MSN†	\$4.99
<p>Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</p>	

Get Pix Picture Messaging	
Get Pix Picture Messaging†	\$2.99 (20 Included Messages) / \$4.99 (40 Included Messages)
Get Pix Picture Messaging Overage Rate	\$0.25
<p>Note: Get Pix Picture Messaging may not be available in all Verizon Wireless Areas. †With Picture Messaging, per message is charged at \$0.25 per each Mobile Originated (MO) or Mobile Terminated (MT) picture message plus airtime or kilobyte charges apply, however, for the applicable fee, Picture Messaging includes either 20 MO/MT or 40 MO/MT picture messages plus airtime or kilobyte charges. Digital calling plan, subscription to Picture Messaging, and Picture Messaging capable phone required. Picture Messaging service is not available for use with a Mobile Office Kit. Sending and receiving picture messages, and uploading pictures from phones to the Picture Messaging website, www.vzwpx.com ("Pix Place"), is only available in the National Enhanced Services Area. Registration required for picture storage and ability to invite others to view picture messages. Pictures can be taken anywhere and stored on phones for later use. Picture Messages sent when outside of the National Enhanced Services Area (1XRTT area) will fail and will be stored on the handset in Pix Outbox with a failed message status. Should Subscriber elect to resend the message upon return to the National Enhanced Services Area they will need to manually resend the message. Storage capacity of phones vary. Check the phone user manual for details. Picture messages may only be sent from your phone to other Verizon Wireless customers who have subscribed to Picture Messaging, or they may be uploaded from the phone to Pix Place, or they may be sent from the phone to valid e-mail addresses except Verizon Wireless vtext.com e-mail addresses. Picture messages that cannot be delivered to the intended recipients within five days will be deleted. You will be charged for picture messages sent from your phone, even if not delivered or cancelled before sending is complete, but you will not be charged for picture messages sent to your phone unless received. Picture Messaging is subject to additional terms and conditions of use. See VerizonWireless.com for details. We reserve the right to deny or terminate service, without notice, to anyone who uses Picture Messaging in any manner prohibited or whose usage adversely impacts our network or service levels. We also reserve the right to terminate service upon expiration of the Agreement.</p>	

APPENDIX C to EXHIBIT B –Cont'd

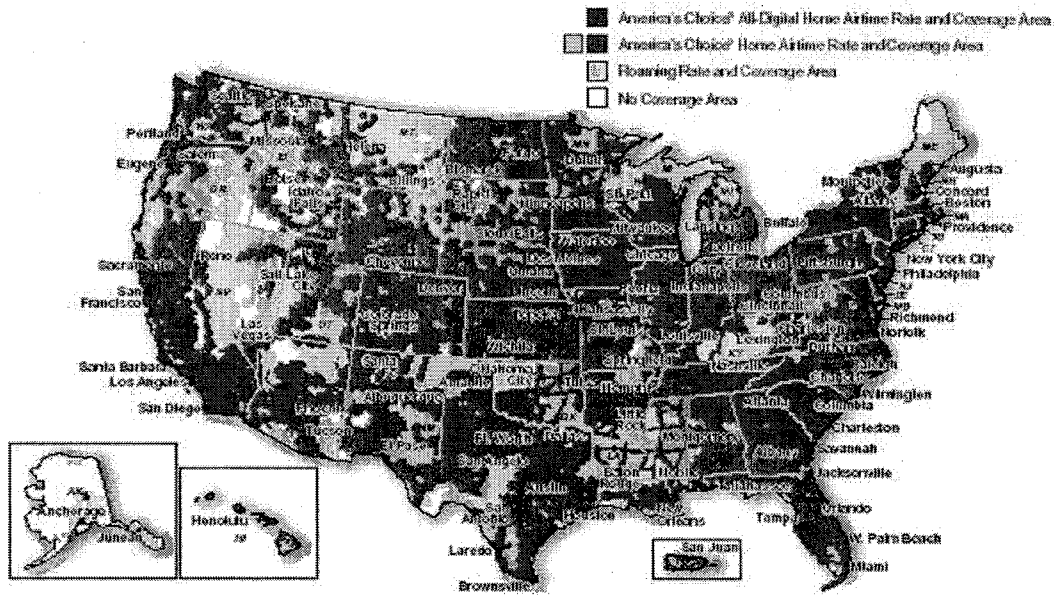
Verizon Wireless Calling Plan Features

TXT Messaging and Enhanced TXT Messaging	
TXT Messaging [†]	\$2.99 (100 Included Messages) /
Enhanced TXT Messaging ^{††}	\$7.99 (600 Included Messages) / \$9.99 (1,000 Included Messages)
TXT Downloads ^{†††}	
Monophonic Ringtones	\$0.99 per download*
Polyphonic Ringtones Graphics	\$1.99 per download*
<p>Note: TXT Messaging and Enhanced TXT Messaging may not be available in all Verizon Wireless Areas. [†]Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. With TXT Messaging, inbound messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per address. ^{††}Enhanced TXT Messaging requires Enhanced Messaging Service (EMS) capable handset. On EMS capable handsets, messages of up to 160 characters that do not include embedded sounds or graphics will be sent via TXT Messaging. With Enhanced TXT Messaging, inbound messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per message. For the applicable monthly fee, TXT Messaging includes either 100, 200, 600 or 1,000 messages at no charge per included message ("Monthly Message Allowance"). For Subscribers with EMS capable handsets, the Monthly Message Allowance applies to messages sent and received via TXT Messaging and Enhanced TXT Messaging. Inbound messages over the included number of messages are charged at \$0.02 per message. Outbound messages over the included number of messages are charged at \$0.10 per address (for TXT Messages), or \$0.10 per message (for Enhanced TXT Messages). Subscribers have the option of selecting any of the TXT Messaging/Enhanced TXT Messaging plans listed above or electing to have text messages blocked entirely. Blocking text messages will disable the ability to receive text messages from others, information alerts from the Internet (including Mobile Web alerts) and the ability to send text messages from a two-way SMS capable phone. Blocking text messages will not affect voicemail or other related services. TXT Messaging and Enhanced TXT Messaging plans do not include Operator Assisted Messaging. Message allowances may not be shared; unused messages are lost. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after five (5) days are automatically deleted. Text messages sent or received will not reduce the Calling Plan airtime allowance. The sender's telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.</p> <p>^{†††}Enhanced Messaging Service (EMS) capable handset with specific software required. TXT Downloads capabilities may vary by handset. Registration on www.vtext.com is required. Handset storage capacity varies and may affect the ability to receive and store TXT Downloads. Check handset manufacturer's Users Guide for details. Text messages sent to "123" for mobile originated TXT Downloads are billed per Subscriber's TXT Messaging plan. TXT Downloads not delivered within 15 minutes of purchase are timed out. Timed out downloads are not billed and must be repurchased. *TXT Download charge does not include applicable taxes, tolls, and surcharges and is subject to change. Most current download pricing is available on www.vtext.com.</p> <p>TXT Messaging, Enhanced TXT Messaging and TXT Downloads are subject to additional terms and conditions of use. See www.vtext.com for details.</p>	

Wi-FiAccess	
Wi-FiAccess [†]	\$6.99 (daily unlimited) / \$34.99 (monthly unlimited)
<p>Note: Wi-FiAccess may not be available in all Verizon Wireless Areas. [†]Wi-FiAccess daily unlimited service is available for \$6.99 per session. Each session lasts for 24 hours from the time the Subscriber first logs-on to the Wi-FiAccess service. Subscribers may log off and on to the service during the 24-hour period and may change Verizon Wireless Wi-FiAccess locations during this same 24-hour period without incurring additional charges. Subscribers may elect to purchase unlimited Wi-FiAccess service for a monthly fee of \$34.99. Subscribers to the monthly Wi-FiAccess service may access the service from any Verizon Wireless Wi-FiAccess location for as long as the Subscriber desires during the monthly period. Verizon Wireless Wi-FiAccess service requires a laptop/PDA and an 802.11b PC Card (NIC/Network Adapter or USB Network Adapter), a TXT Messaging-capable, digital phone activated on an eligible Verizon Wireless calling plan and TXT Messaging service, access to a Verizon Wireless hot spot (Wi-FiAccess coverage areas provided by a Wi-FiAccess access point, which generally has a range of 300 feet), Internet browsing software or the Verizon Wireless Wi-FiAccess access client, and a subscription to Verizon Wireless Wi-FiAccess service. 802.11b capable Equipment such as the 802.11b PC Card is not available through Verizon Wireless. Verizon Wireless may discontinue Wi-FiAccess service at any time without prior notice. All Verizon Wireless Wi-FiAccess calling plans automatically renew until Customer discontinues the service. Monthly unlimited access automatically renews monthly. Daily unlimited access automatically renews for another 24-hour period when you login for the first time after your previous 24 hour period expired. Verizon Wireless hot spot locations are only available in the United States. Service may vary significantly within buildings depending on location or building structure. Hotspot locations are subject to change at any time without prior notice. 802.11b Wi-FiAccess is not an entirely secure technology. Security limitations, including but not limited to, possible over-the-air service interception by individuals with certain equipment and software exist. Verizon Wireless is not responsible for information sent using this service. Wi-FiAccess service is subject to additional terms and conditions of use including, but not limited to the Wi-FiAccess Acceptable Use Policy. See VerizonWireless.com for details.</p>	

APPENDIX C to EXHIBIT B –Cont'd
Verizon Wireless Calling Plan Features

America's ChoiceSM Calling Plan Map

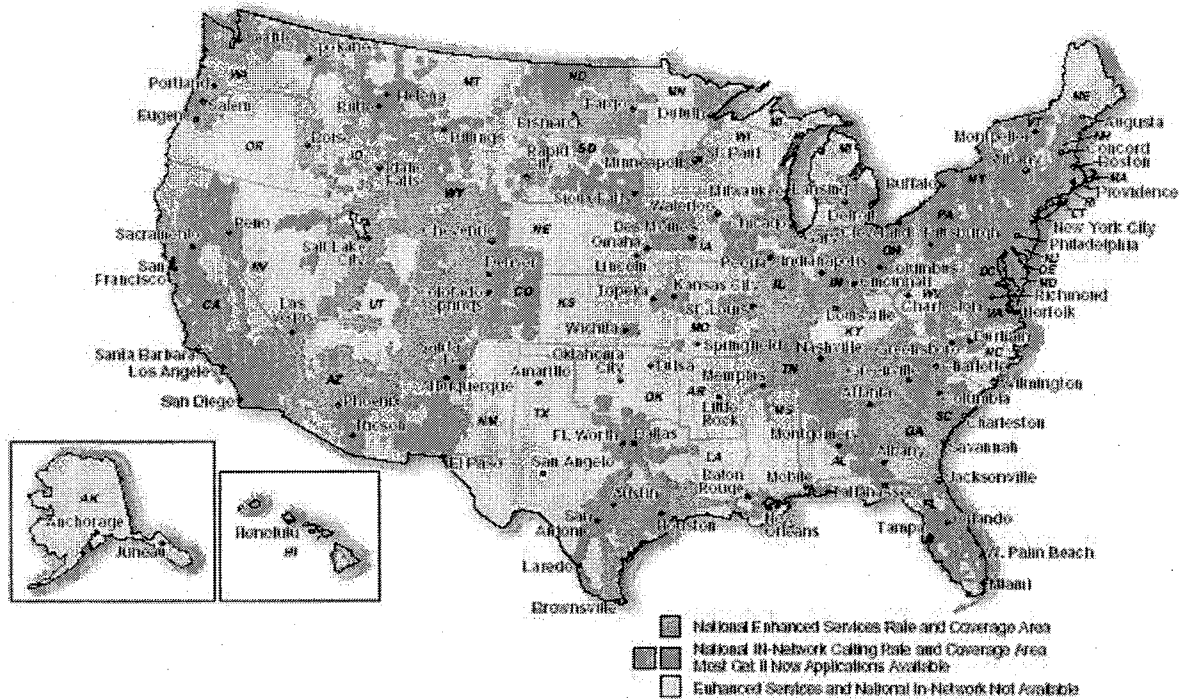


Important Map Information: The home airtime rate area depicted in this map only applies to calling plans referencing the America's Choice Calling Plan Map when tri-mode Equipment is used; the home airtime rate areas of other calling plans are described in the terms and conditions associated with those calling plans. This rate map shows where rates apply and is not a depiction of actual service availability or wireless coverage; this map does not apply when dual-band (digital only) Equipment is used. Some information on service outside the Verizon Wireless proprietary network, although depicted as America's Choice, is based on information from other carriers or publicly available information, and Verizon Wireless is unable to vouch for its accuracy. When digital service is not available your device will not operate or be able to make 911 calls. Please contact your Account Manager for an America's Choice all digital rate area map. The mapped territory contains areas with no service. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Alaska has limited service. Customer Equipment, weather, topography, and other environmental considerations associated with radio technology also affect service.

APPENDIX C to EXHIBIT B –Cont'd

Verizon Wireless Calling Plan Features

National Enhanced Services Area



Important Map Information: The map shows approximately where voice service and NationalAccess data, national IN-Network Calling rates and national enhanced services coverage and rates apply based on Verizon Wireless' internal data. The map is not a guarantee of coverage and or rate availability, and contains areas with no service. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and remote areas. Customer Equipment, weather, topography and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. The shaded areas depicting future coverage are based on current plans and estimates of anticipated coverage expansion. The depiction of future enhanced services coverage is subject to change without notice. With "all-digital" devices, you can only make and receive calls when digital service is available. When digital service is not available, your device will not operate or be able to make 911 calls. When roam indicator is off, you're in the national IN-Network Calling rate area. When the roam indicator is on or flashing, your national IN-Network Calling minutes do not apply.

LG VX 3100

Handset	Product Description	Part Number	25% Discount All Other	Warranty
VX3100	Desktop Charger w/Adapter	3100DTCLG	\$29.99	1 Year
VX3100	BAT - Standard SILVER Slim Lith Ion (Usage Time 211min 1X)	3100BATSLG	\$29.99	1 Year
VX3100	BAT - XT SILVER Lith Ion (1400mah)	3100BATXLG	\$44.99	1 Year
VX3100	Leather Case w/locking swivel clip (LAMBSKIN) - This case is convertible (2 piece)	34-LGCAS3100	\$14.99	Lifetime
VX3100	Body Glove Fitted Case - Convertible Style - Scuba BLACK w/silver stitching	BGSCU3100	\$14.98	1 Year
VX3100	Body Glove Fitted Case - Convertible Style - Prizm w/clear front	BGPRZ3100	\$14.98	1 Year
VX3100	Holster	3100HOLLG	\$11.24	1 Year
VX3100	COMBO-VPC & Leather Case	36-LGCOM3100	\$29.99	Lifetime
VX3100	Promo COMBO - (Essential Pack) Plantronics 150 headset, VPC and Leather case	PROM3100COM	\$37.49	1 year
VX3100	1X Mobile Office Data Connectivity Kit w/CD ROM, Charging USB cable & Phone Book	3100MOBLG	\$52.49	1 Year
VX3100	Replacement Stub Antenna (3100 Silver)	3100ANTLG	\$7.49	1 Year
VX3100	Vehicle Power Charger		\$22.49	Lifetime
	Prices and Part Numbers are subject to change			

Nokia 3589i

[illegible]

Verizon Wireless Car Kits		
Model Phone	Portable Car Kits	Installed Car Kits
Audiovox 8600	\$24.97	N/A
Kyocera KX414	\$59.99	N/A
Kyocera SE47	\$69.99	N/A
Kyocera 7135	\$59.99	N/A
LG-VX 3100	\$49.97	N/A
LG-VX 4500	\$69.99	N/A
LG-VX 4600	\$69.99	N/A
LG-VX 6000	\$69.99	\$169.99
Motorola C343	\$69.99	\$169.99
Motorola V60s	\$69.99	\$169.99
Nokia 3589i	N/A	\$129.99*
Samsung A530	\$69.99	\$149.99*
Samsung A610	\$69.99	\$149.99*
Samsung i700	N/A	\$169.99*
		*External antenna is not available
NOTE: Above prices DO NOT reflect the 25% Commonwealth of PA discount through WSCA		
Accessories & Car Kits of specific models are subject to availability		
For more information contact: william.smeltzer@verizonwireless.com		

NationalAccess Megabyte Calling Plans and Optional Features for Personal Digital Assistant (PDA) Devices: Corporate Subscribers

NationalAccess Megabyte Calling Plans qualify for monthly access fee discounts as determined by your Agreement; however the maximum discount for these **NationalAccess Megabyte Calling Plans** shall not exceed 20%. The **Optional Megabyte Allowance “5 MB Plan”** and the **Optional NationalAccess Megabyte Allowance “Unlimited Plan”** for PDA Devices monthly fees are not eligible for any access or revenue discount programs or promotions.

NationalAccess Megabyte Calling Plans

	5 MB Plan	Unlimited Plan
Standard Monthly Fee	\$29.99	\$49.99
NationalAccess Allowance	5 MB	Unlimited
NationalAccess Overage Rate per Kilobyte	\$0.008	N/A
Home Airtime Per Minute Rate for voice usage		\$0.25
Roaming Airtime Per Minute Rate [†] for voice usage		\$0.69
Optional NationalAccess Roaming ^{††}		\$0.002 per Kilobyte
Verizon Wireless Domestic Long Distance Rate		Included

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.

Optional National Access Megabyte Allowance – 5 MB Plan*

Lines in Service	Standard Monthly Fee	National Access Allowance	National Access Overage Rate per Kilobyte	Optional National Access Roaming ^{††}	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate [†] for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$21.99	5 MB	\$0.008	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$19.99						

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.

Optional National Access Megabyte Allowance – Unlimited Plan*

Lines in Service	Standard Monthly Fee	National Access Allowance	National Access Overage Rate per Kilobyte	Optional National Access Roaming ^{††}	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate [†] for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$39.59	Unlimited	N/A	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$35.99						

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.

Important Information

Note: *Optional NationalAccess Megabyte Allowance for PDA Devices must be activated in conjunction with an eligible digital voice calling plan with monthly access charge of \$34.99 or greater. NationalAccess Megabyte Calling Plans and Optional NationalAccess Unlimited Plan Megabyte Allowance for PDA Devices are non-promotional price plans/features.

†Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States.

Compatible NationalAccess capable PDA required. Not available for NationalAccess capable PC Cards or for other wireless modems such as mobile devices tethered to the PC. The monthly allowance applies only to NationalAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Subscriber may select to use these calling plans on the Verizon Wireless digital voice network, however, will be charged at the voice calling plan rate. Subscriber selects which network the device will function on in the Internet settings. In order to use the PDA over the air email applications, Subscriber's PC must be on and in a condition to receive e-mail.

New PDA equipment purchase requires a twelve (12) or twenty-four (24) month individual service term. Existing PDA equipment Subscribers' individual line term agreements must be expired or within two (2) months of expiration to qualify for the Equipment pricing. Verizon Wireless Calling Plan Terms and Conditions apply for both Corporate Subscribers. The term requirements for the PDA device supercedes any existing equipment term requirements in the Agreement.

NationalAccess:

NationalAccess data sessions may 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 such as customer relationship management, sales force and field service automation). Unlimited NationalAccess is for individual use only and not for resale. Unlimited NationalAccess cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as a substitute or backup for private lines or dedicated data connections. NationalAccess data sessions automatically terminate after two hours of inactivity unless used with a Mobile IP-capable device. Verizon Wireless reserves the right to deny or terminate service, without notice, to anyone who uses NationalAccess in any manner prohibited above or whose usage adversely impacts our network or service levels. Verizon Wireless also reserves the right to terminate service upon expiration of Customer Agreement term.

NationalAccess Megabyte Plans:

Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

NationalAccess Roaming:

Requires NationalAccess Roaming feature to be added to account. Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Rate applies to 1xRTT data usage when roaming where service is available in Canada. Usage is rounded up to next full kilobyte. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. For information on where NationalAccess Roaming service is available, see www.verizonwireless.com/naroaming.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 1
Change Effective Date : April 8, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T provided Blackberry and CAL rates, which were inadvertently missed at the time the contract was posted. See above for pricing.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 2
Change Effective Date : May 6, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

The following options, which are part of the WSCA Agreement, are being added to this contract for the Pennsylvania State Police use **only**.

Nextel – Unlimited Nationwide Direct Connect - \$10.00/month for unlimited access to instant coast-to-coast communications and an option for this same service at \$0.10/minute per participant, charged to the call initiator. Two-way messaging - \$5.00/month. These charges may be combined.

Verizon – Text Messaging - \$2.99 (100 messages/month); \$3.99 (200 messages/month); \$7.99 (600 messages/month)

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 3
Change Effective Date : June 1, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Payment for cellular services on the CTAR contract will be made as follows:

For CTAR orders less than \$3,000, payment will be made using the purchasing card or advancement account.

For CTAR orders of \$3,000 or greater, the payment will be processed as a direct charge.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 4
Change Effective Date : June 29, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Car kits are added to the contract accessories.

Verizon – See pricing above

Nextel – See pricing above

Wireless data service is added to the contract for Verizon and AT&T. CDPD wireless service provided by AT&T is \$39.99/month for unlimited access to current customers. Devices are no longer available for this service.

See Verizon pricing above for data service plans.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

MEGABYTE PRICING REFRESH
NationalAccess Megabyte Calling Plans OR
NationalAccess Megabyte Features

Access	Megabyte Allowance	Overage per Kilobyte	Voice & non- National Access Data Home/ Roaming Rate
\$9.00*	1 MB	\$0.02	Per Calling Plan
\$20.00*	3 MB	\$0.015	Per Calling Plan
\$39.99	20 MB	\$0.004	\$0.25/\$0.69 (or if feature: per calling plan)
\$59.99	60 MB	\$0.002	\$0.25/\$0.69 (or if feature: per calling plan)

***150MB allowance plan will be offered at \$99.99 (\$0.0015/overage per Kilobyte) through the B2B channel only and not for retail sale.**

- The \$39.99 and \$59.99 Megabyte plans or features (without line-attainment levels specified) are the only NationalAccess megabyte plans offered through both the retail channel and business channel.

Important Notes:

- *The existing 1and 3MB plans will continue to be offered through the B2B channel (**as off sheet**), and as a standard feature through the National Data Agents. **The sale of the 1MB or 3MB options as a calling plan will require Area Finance approval. Offering as a feature will not require special approval.**
- \$35 (10MB), \$55 (20MB), \$75 (40MB), and \$100 (75MB) plans are no longer offered but are grandfathered.
- NationalAccess Megabyte plans should **NOT** be sold for use on handsets.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 5
Change Effective Date : July 9, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Following are the applicable surcharges and fees the Commonwealth must pay for wireless service.

AT&T – See contract terms and conditions for AT&T.

Nextel – Per the WSCA Agreement, “Commonwealth agencies are responsible for all fees, surcharges and other assessments that are imposed on telecommunications services, other services and/or equipment or that are measured by gross receipts from the sale of telecommunication services and/or equipment. Such charges shall include, but are not limited to: excise taxes; sales and transaction taxes; utility taxes; regulatory fees and assessments; universal service assessments; and telephone relay service assessments. Commonwealth agencies “are not responsible for taxes from which they are exempt by law.”

Verizon – The Commonwealth must pay all fees and surcharges.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 6
Change Effective Date : August 30, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

1. AT&T is adding the following equipment and wireless data service plans for Pennsylvania State Police and The Department of Transportation only. This equipment replaces the CDPD wireless service.

Sony Ericsson Edge Card equipment \$249.99

Data service plans

\$19.99/Month – 3MB
\$29.99/Month – 10MB
\$39.99/Month – 20MB
\$69.99/Month – Unlimited

2. The suppliers provided information on charges for suspension of service are as follows:

AT&T – Free
Verizon – Free
Nextel – \$5.95 per phone. See below for further information.

Services are restricted* and phone is placed on a special price plan with a reduced monthly access charge of \$5.95 per phone. This allows customer to 'suspend' services at a substantially reduced cost while retaining their PTN and Nextel Direct Connect (DC) number. Phones being added to or removed from Seasonal Standby plan may have their change made effective as of today's date. Phones can remain on Seasonal Standby Price Plan for a maximum of 6 months

Details:

Four Seasonal Standby Plans are available. Unrestricted plans should only be activated if specifically requested by customer and have per minute airtime rates of .75 (cellular), .50 (DC) .10 per minute per participant for Nationwide DC, and .20 (long distance).

(MORE)

Restricted Plans:

- For phones w/ cellular and DC. Cellular and DC are auto-restricted when plan takes effect.
- For phones w/ DC only. DC is auto-restricted when plan takes effect.

Unrestricted Plans:

- For phones w/ cellular and DC. Cellular and DC remain unrestricted for emergency use.
- For phones w/ DC only. DC remains unrestricted for emergency use.
- Phone(s) can remain on Seasonal Standby a maximum of 6 months.
- Time on Seasonal Standby does not count toward 12 or 24-month term for phones under Service Agreement (SA).
- Customers being added to or removed from Seasonal Standby plan may have their change made effective as of today's date.
- Care is responsible for extending SA term when placing phones on or off Seasonal Standby.
- When leaving Seasonal Standby for a regular price plan, customers may return to the price plan they were on when they activated Seasonal Standby, even if this plan is now sales expired.

Qualifications:

The following are required in order to place a phone on Seasonal Standby:

- Account must be current; if Delinquent box is checked, account is past due.
- Phones must be on a regular price plan for at least 3 months / 90 days before going on (or returning to) Seasonal Standby

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 7
Change Effective Date : September 22, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Verizon Wireless and Nextel have added Blackberry plans to the contract. Please find the pricing information under the Supplier's corresponding link above.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 8
Change Effective Date : October 5, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Directory assistance charges are an applicable charge and are to be paid by the agencies. The suppliers provided the Commonwealth with the appropriate pricing.

AT&T - \$1.25/call
Nextel - \$1.40/call
Verizon - \$1.25/call plus airtime

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 9
Change Effective Date : December 8, 2004

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T Wireless has provided new contact information for the Account Manager.

Donna M. Rock
Global Account Manager
Government Solutions Group
Cingular Wireless
mobile: 717 503 6541
fax: 717 526 5299
donna.rock@cingular.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 10
Change Effective Date : January 4, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Verizon wireless has notified the Commonwealth that the Federal Universal Service Charge increased to 2.31%

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 11
Change Effective Date : January 10, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Nextel provided an update to the Blackberry device and new pricing. The service plan pricing did not change.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 12
Change Effective Date : January 21, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T has notified the Department of General Services that the rate for directory assistance increased to \$1.50.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 13
Change Effective Date : February 1, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T Wireless has updated it equipment price list.

Wireless priority service is being added to the contract for AT&T Wireless and Nextel. Please see the appropriate link above for further information.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 14
Change Effective Date : February 9, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T Wireless has updated it equipment/accessories price list.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 15
Change Effective Date : March 25, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Verizon Wireless has provided updated pricing for Blackberry Enterprise Server for Microsoft Exchange.

CAL, Exchange, Single User - \$99.00
CAL, Exchange, 5 Pack - \$429.00
CAL, Exchange, 10 Pack - \$699.00
CAL, Exchange, 50 Pack - \$3,299.00
CAL, Exchange, 100 Pack - \$5,999.00
CAL, Exchange, 500 Pack - \$27,499.00

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 16
Change Effective Date : March 30, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Verizon Wireless has notified the Commonwealth that the Federal Universal Service Charge (FUSC) will change to 2.37% of assessable wireless charges effective April 1, 2005.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 17
Change Effective Date : March 30, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

AT&T Wireless notified the Commonwealth that its name is officially changed to "New Cingular Wireless National Accounts, LLC" and will appear as "Cingular" on invoices.

Please note: Some invoices may continue to come through with the AT&T Wireless logo until a complete transition is made. Comptroller offices should make payments on these invoices.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 18
Change Effective Date : April 7, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Cingular has updated it equipment/accessories price list.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 19
Change Effective Date : May 18, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Cingular has updated it Blackberry price list.

The Blackberry 6280 is no longer available. It will be replaced with the Blackberry 7100g, \$249.00.

The new CAL licenses for the 4.0 version of the software are as follows:

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 20
Change Effective Date : May 18, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Cingular provided incorrect pricing on the new CAL licenses for the 4.0 version of the software. Agencies should disregard change #19 and use the following prices.

	Product #
BlackBerry BES - 4.0 Single User CAL	\$99
BlackBerry BES - 4.0 - 5 User CAL	\$429
BlackBerry BES - 4.0 - 10 User CAL	\$699
BlackBerry BES - 4.0 - 100 User CAL	\$5,999

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 21
Change Effective Date : June 9, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

In accordance with the OPTION TO RENEW clause and by mutual agreement with the awarded vendors, Contract 9985-34 is hereby renewed for an additional one (1) year period through June 30, 2006.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 22
Change Effective Date : August 5, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Cingular notified the Commonwealth of a new Account Support Representative. Contact information is as follows:

Lisa Gentile- Armenti
Business Sales Specialist
Government Solutions Group
Office: 610-995-5237
Fax: 610-995-5380
Lisa.Gentile@Cingular.com

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 23
Change Effective Date : October 3, 2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2005 (Renewed to June 30, 2006)
Buyer Name: Mike Richart 717-783-8578

CHANGE SUMMARY:

Verizon Wireless notified the Commonwealth of the following change to its voluntary suspend a line program.

Effective September 1, 2005 the voluntary suspend a Line of service policy is as follows:

Voluntary requests for suspension of service on a line will result in a \$15.00 processing fee and service will be auto-restored in 90 days if a specific restore date is not provided by the requestor.

The upfront \$15.00 Suspend Processing Fee will exclude lost, stolen, military or suspends due to death.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 24
Change Effective Date : 12/19/2005

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Change Buyer name to Patrick Francisco 717-346-9653, pfrancisco@state.pa.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 25
Change Effective Date : 01/06/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Effective January 1, 2006 the Verizon Wireless Federal Universal Service Charge will increase to 2.29%.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 26
Change Effective Date : 01/24/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Cingular has added a new blackberry device to the contract. See attached document for description and pricing.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Category
BlackBerry

Model
8700c

\$449.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only:

\$349.99

With Voice Plan of \$39.99 or higher & Unlimited Data:

\$299.99



Dimensions:	4.3"x2.7"x0.77"
Weight:	4.7 oz
Talk Time:	Up to 4 hours
Standby Time:	Up to 16 days
Technology:	Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands
Display:	High resolution 320x240 pixel color display

VOICE

- Speakerphone

MESSAGING

- Automatically delivered push email solution (BlackBerry Internet Service) for individuals who want wireless access to corporate and ISP email.
- Access to either corporate or personal email through the BlackBerry Enterprise Server and BlackBerry Internet Service E-mail (ISP e-mail for for AOL, Yahoo!, MSN, etc.)

NETWORK & CONNECTIVITY

- EDGE capability for faster web surfing and downloads
- Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands

ORGANIZATION

- A full HTML browser for improved web surfing and 2 customizable convenience keys for easy, one-touch access to your favorite web site.
- Ability to synchronize phone book, calendar and to-do list using the included USB cable.
- Recommend the BlackBerry 8700c to customers wanting a full-featured phone with integrated email, web, and calendar access.

DISPLAY & IMAGING

- Large 320 x 240 pixel color display

PERSONALIZATION & ENTERTAINMENT

- Polyphonic and MP3 ring tones

ADDITIONAL FEATURES

- A new, slimmer, sleeker form factor
- Full-featured phone with integrated speakerphone, Bluetooth, dedicated Send/End keys, and mute button
- The full QWERTY keyboard addresses the desire to compose detailed emails on the go
- Size: 4.3"x2.7"x0.77"
- Weight: 4.7 oz
- Talk Time: up to 4 hours
- Standby Time: up to 16 days
- The Bluetooth capability and integrated speakerphone offers safety and flexibility to talk hands free. In fact you can look at your email while on taking a call hands free.
- New send & end keys that offer more of a phone-like experience
- Memory: 64 MB flash memory, 16 MB SDRAM
- Processor: Intel® PXA901 at 312 MHz
- Embedded RIM® wireless modem

INCLUDED ACCESSORIES

- Battery
- Home charger
- Manual and quick start guide
- USB cable
- CD with BlackBerry desktop application

Cingular Blackberry Data Service

\$39.99 / ~~\$33.99~~ Month 4 MB Included .0065KB
\$49.99 / ~~\$42.49~~ Month Unlimited Access

Cingular CAL Pricing

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

Contract Reference Number: 9985-34
Collective Number:
Change Number: 27
Change Effective Date : 01/31/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

The Commonwealth and Cingular Wireless agreed to add the following new rate plans (see following). These new rate plans replace the current plans and are the standard plans that will be used for new Cingular Wireless Services. Agencies are not required to switch to the new plans. Cingular will continue to provide service to agencies under the current plans.

Cingular Wireless has added new devices to correspond to the new rate plans listed above.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



Cingular Wireless Rate Plans

New Cingular Wireless Rate Plans					
Monthly Access	After Discount	Total Minutes	Add. Minutes	Rollover Minutes	Mobile to Mobile
\$ 9.99	\$ 8.49	0	0.10	0	National
\$ 24.99	\$ 21.24	250	0.45	0	Regional
\$ 34.99	\$ 29.74	450	0.45	Unlimited	National
\$ 54.99	\$ 46.74	900	0.40	Unlimited	National
\$ 79.99	\$ 67.99	1350	0.35	Unlimited	National
\$ 99.99	\$ 84.99	2000	0.25	Unlimited	National
\$ 149.99	\$ 127.49	4000	0.25	Unlimited	National

Category	Model	Retail Price	Government Price
Cellular Phones	LG C1500	\$149.99	\$0.00
Technology:	Tri-band (850/1800/1900 MHz) <u>GSM/GPRS</u>		



- Speakerphone to allow for a truly hands-free conversation
- Personal organizer: calendar with scheduler, alarm clock and memo
- T9 predictive text input
- Tri-band (850/1800/1900 MHz)GSM/GPRS for international network compatibility
- Color screen with 65,000 colors
- Calculator, world clock and unit converter
- My Media - store downloaded graphics, ring-tones, images, animations, games
- Calendar with scheduler, alarm clock and memo
- Mobile instant messaging
- Downloadable polyphonic/full-audio ring-tones, graphics & games
- Supports Java(TM) for game and application downloads
- Weight: 3.00 ounces
- Dimensions: 3.28 x 1.71 x 0.89 inches
- Battery: 830 mAh Li-Ion
- Talk Time: Up to 2.5 hours
- Internal memory: 16MB Flash, 8MB SDRAM
- Standby Time: Up to 9.16 days
- Technology: 850/1800/1900 MHz Tri-band GSM/GPRS
- Warranty: 1 yr on the phone and accessories
- All talk, data and standby times are approximate and depend on network configuration

****LG C1500 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger**

Category	Model	Retail Price	Government Price
Cellular Phones	Samsung X497	\$159.99	\$0.00
Technology:	Tri-band (850/1800/1900 MHz) <u>GSM/GPRS</u>		



- Predictive text input
- Multimedia messaging - send text, pictures and sound
- Color display
- Voice Recorder
- Organizer, memo, alarm and stopwatch
- Mobile Internet
- Weight: 3.03 ounces
- Dimensions: 3.54 x 1.85 x 0.94 inches
- Battery: LiIon 1000 mAh
- Technology: 850/1800/1900 MHz tri-band GPRS class 10
- Color: Silver
- Warranty: 1 yr on the phone and accessories
- Talk Time: Up to 4 hours
- Standby Time: Up to 8.3 days
- All talk, data and standby times are approximate and depend on network configuration

****Samsung X497 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger**



Category	Model	Retail Price	Government Price
Cellular Phones	Nokia 6010	\$119.99	\$0.00
Technology:	Dual band 850/1900 MHz <u>GSM/GPRS</u>		



- Multimedia Messaging Service (MMS) capable*
- Mobile Instant Messaging using AOL® Instant Messenger™*
- High-resolution, full-color display (4,096 colors)
- Personalize your phone with 8 different color schemes
- Embedded polyphonic ringtones
- High-speed data transmission via GPRS*
- Phone book and calendar: Up to 500 entries
- Java support for application downloads
- E-mail, text, and picture messaging via MMS*
- Predictive text input
- Voice dialing: Up to 14 numbers
- TTY compatible
- Operates on 850/1900 MHz GSM/GPRS networks
- Subscription dependent feature

****Nokia 6010 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger**



Category
BlackBerry

Model
8700c

\$449.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only:

\$349.99

With Voice Plan of \$39.99 or higher & Unlimited Data:

\$299.99



Dimensions: 4.3"x2.7"x0.77"
Weight: 4.7 oz
Talk Time: Up to 4 hours
Standby Time: Up to 16 days
Technology: Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands
Display: High resolution 320x240 pixel color display

VOICE

- Speakerphone

MESSAGING

- Automatically delivered push email solution (BlackBerry Internet Service)
- Access to corporate email through the BlackBerry Enterprise Server

NETWORK & CONNECTIVITY

- EDGE capability for faster web surfing and downloads
- Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands

ORGANIZATION

- A full HTML browser for improved web surfing and 2 customizable convenience keys for easy, one-touch access to your favorite web site.
- Ability to synchronize phone book, calendar and to-do list using the included USB cable.
- Recommend the BlackBerry 8700c to customers wanting a full-featured phone with integrated email, web, and calendar access.

DISPLAY & IMAGING

- Large 320 x 240 pixel color display

PERSONALIZATION

- Polyphonic and MP3 ring tones

ADDITIONAL FEATURES

- A new, slimmer, sleeker form factor
- Full-featured phone with integrated speakerphone, Bluetooth, dedicated Send/End keys, and mute button
- The full QWERTY keyboard addresses the desire to compose detailed emails on the go
- Size: 4.3"x2.7"x0.77"
- Weight: 4.7 oz
- Talk Time: up to 4 hours
- Standby Time: up to 16 days
- The Bluetooth capability and integrated speakerphone offers safety and flexibility to talk hands free. In fact you can look at your email while on taking a call hands free.
- New send & end keys that offer more of a phone-like experience
- Memory: 64 MB flash memory, 16 MB SDRAM
- Processor: Intel® PXA901 at 312 MHz
- Embedded RIM® wireless modem

INCLUDED ACCESSORIES

- Battery
- Home charger
- Manual and quick start guide
- USB cable
- CD with BlackBerry desktop application

Cingular Blackberry Data Service

BlackBerry/Goodlink Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

Cingular CAL Pricing

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

Category	Model	
BlackBerry	7290	\$299.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only: \$199.99

With Voice Line & Unlimited Data: \$129.99

The data and voice-enabled BlackBerry 7290™ features*:

- Email, phone, browser, SMS, and organizer applications in a single, integrated handheld
- Quad-Band handheld, operates on 850/900/1800/1900 MHz GSM/GPRS wireless networks, allowing for international roaming between North America, Europe and Asia Pacific
- Bluetooth® support for hands-free voice communications
- Ample memory for application and data storage
- PC-style 33-key QWERTY keyboard
- Easy-to-use navigation track-wheel and intuitive menu interface
- Bright, backlit 240x160 display supporting over 65,000 colors
- Java™ development platform based on open standards
- Integrated attachment viewing



Cingular Blackberry Data Service

BlackBerry/Goodlink Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

Cingular CAL Pricing

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

Cingular PC DATA CARD Price List:

Category	Model	Retail Price	Government Price
UMTS/HSDPA CARD	Sierra AC 860	\$299.99	\$199.99

**\$99.99 With
Unlimited Data Plan**



- Compatible with UMTS/HSDPA and EDGE/GPRS wireless networks
- Average downlink speeds of 400 to 700 kbps on 3G UMTS/HSDPA networks
- Bursts up to 1.8 Mbps on 3G UMTS / HSDPA networks
- Average downlink speeds of 70 to 135 kbps on EDGE networks
- Compatible with nearly all popular laptops with Windows operating systems.
- Dimensions: 3.37 x 2.13 x 0.2 inches
- Weight: 1.4 ounces
- Fits into any Type II laptop slot
- Operates on 850/1900 MHz UMTS/HSDPA Networks
- Operates on 850/900/1800/1900 MHz EDGE/GPRS Networks
- EDGE Class 10
- Operating systems: Windows XP/2000
- Talk Time: n/a
- Standby Time: n/a
- Battery: Powered via laptop battery
- Warranty: 1 yr

Cingular Data service plans

Data Connect - Single Line				
Price	After Discount	MB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB
\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA

Category
EDGE CARD

Model
Sierra 775

Retail Price **Government Price**
\$199.99 \$149.99

\$49.99 With
Unlimited Data Plan



- Windows 98SE, NT, 2000, Me, XP, PPC, PPC2002, PPC2003, HPC2000, E4.1, CE4.2
- Quad-band design supports 850/900/1800/1900 MHz frequency bands

True Network Interface Card Operation (NIC) plus Dial-Up Networking (DUN) modes maximizing both the card and software performance

Cingular Data service plans for EDGE CARD

Data Connect - Single Line				
Price	After Discount	MB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB
\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA

Contract Reference Number: 9985-34
Collective Number:
Change Number: 28
Change Effective Date : 02/01/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Verizon Wireless has notified the Commonwealth that no fees will be charged for termination of service. However, a fee will be charged to the Commonwealth if the agency is terminating service and porting the previously held number to a new service provider.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 29
Change Effective Date : 02/14/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Cingular Wireless has added new pricing for the following devices:

Blackberry 8700c
Blackberry 7290
Sierra AC 860 Edge Card
Sierra 775 Edge Card

See attached document for pricing and details.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



Category
BlackBerry

Model
8700c

\$449.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only:

\$314.99

With Voice Plan of \$39.99 or higher & Unlimited Data:

\$264.99



Dimensions: 4.3"x2.7"x0.77"
Weight: 4.7 oz
Talk Time: Up to 4 hours
Standby Time: Up to 16 days
Technology: Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands
Display: High resolution 320x240 pixel color display

VOICE

- Speakerphone

MESSAGING

- Automatically delivered push email solution (BlackBerry Internet Service)
- Access to corporate email through the BlackBerry Enterprise Server

NETWORK & CONNECTIVITY

- EDGE capability for faster web surfing and downloads
- Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands

ORGANIZATION

- A full HTML browser for improved web surfing and 2 customizable convenience keys for easy, one-touch access to your favorite web site.
- Ability to synchronize phone book, calendar and to-do list using the included USB cable.
- Recommend the BlackBerry 8700c to customers wanting a full-featured phone with integrated email, web, and calendar access.

DISPLAY & IMAGING

- Large 320 x 240 pixel color display

PERSONALIZATION

- Polyphonic and MP3 ring tones

ADDITIONAL FEATURES

- A new, slimmer, sleeker form factor
- Full-featured phone with integrated speakerphone, Bluetooth, dedicated Send/End keys, and mute button
- The full QWERTY keyboard addresses the desire to compose detailed emails on the go
- Size: 4.3"x2.7"x0.77"
- Weight: 4.7 oz
- Talk Time: up to 4 hours
- Standby Time: up to 16 days
- The Bluetooth capability and integrated speakerphone offers safety and flexibility to talk hands free. In fact you can look at your email while on taking a call hands free.
- New send & end keys that offer more of a phone-like experience
- Memory: 64 MB flash memory, 16 MB SDRAM
- Processor: Intel® PXA901 at 312 MHz
- Embedded RIM® wireless modem

INCLUDED ACCESSORIES

- Battery
- Home charger
- Manual and quick start guide
- USB cable
- CD with BlackBerry desktop application

Cingular Blackberry Data Service

BlackBerry/Goodlink Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

Cingular CAL Pricing

Product #		
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594

BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099
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Category **Model**
BlackBerry 7290 \$299.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only: **\$149.99**

With Voice Line & Unlimited Data: **\$ 99.99**



The data and voice-enabled BlackBerry 7290™ features*:

- Email, phone, browser, SMS, and organizer applications in a single, integrated handheld
- Quad-Band handheld, operates on 850/900/1800/1900 MHz GSM/GPRS wireless networks, allowing for international roaming between North America, Europe and Asia Pacific
- Bluetooth® support for hands-free voice communications
- Ample memory for application and data storage
- PC-style 33-key QWERTY keyboard
- Easy-to-use navigation track-wheel and intuitive menu interface
- Bright, backlit 240x160 display supporting over 65,000 colors
- Java™ development platform based on open standards
- Integrated attachment viewing

Cingular Blackberry Data Service

BlackBerry/Goodlink Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

Cingular CAL Pricing

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

Cingular PC DATA CARD Price List:

Category	Model	Retail Price	Government Price
UMTS/HSDPA CARD	Sierra AC 860	\$299.99	\$179.99

\$79.99 With
Unlimited Data Plan



- Compatible with UMTS/HSDPA and EDGE/GPRS wireless networks
- Average downlink speeds of 400 to 700 kbps on 3G UMTS/HSDPA networks
- Bursts up to 1.8 Mbps on 3G UMTS / HSDPA networks
- Average downlink speeds of 70 to 135 kbps on EDGE networks
- Compatible with nearly all popular laptops with Windows operating systems.
- Dimensions: 3.37 x 2.13 x 0.2 inches
- Weight: 1.4 ounces
- Fits into any Type II laptop slot
- Operates on 850/1900 MHz UMTS/HSDPA Networks
- Operates on 850/900/1800/1900 MHz EDGE/GPRS Networks
- EDGE Class 10
- Operating systems: Windows XP/2000
- Talk Time: n/a
- Standby Time: n/a
- Battery: Powered via laptop battery
- Warranty: 1 yr

Cingular Data service plans

Data Connect - Single Line				
Price	After Discount	MB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB

\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA

Category
EDGE CARD

Model
Sierra 775

Retail Price **Government Price**
\$199.99 **\$134.99**

**\$34.99 With
Unlimited Data Plan**



- Windows 98SE, NT, 2000, Me, XP, PPC, PPC2002, PPC2003, HPC2000, E4.1, CE4.2
- Quad-band design supports 850/900/1800/1900 MHz frequency bands

True Network Interface Card Operation (NIC) plus Dial-Up Networking (DUN) modes maximizing both the card and software performance

Cingular Data service plans for EDGE CARD

Data Connect - Single Line				
Price	After Discount	MB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB
\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA

Contract Reference Number: 9985-34
Collective Number:
Change Number: 30
Change Effective Date : 03/23/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Verizon Wireless has added new equipment to the contract, see attached for pricing and details:

V620 EVDO PC CARD
KPC650 PC CARD with broadband access

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



Verizon Wireless V620 EVDO PC CARD

Commonwealth of PA Price: **Free**

Features

- BroadbandAccess high-speed wireless data access of up to 2.0 Mbps
- Dual-band receive diversity for better network performance
- SMS capable
- Fixed antenna
- 32-bit CardBus interface (3.3V) for lower power consumption
- LED indicator for service availability and data transfer status
- VZAccess Manager software for easy connection management
- BroadbandAccess and NationalAccess compatible
- Quick2Net compatible

System Requirements

- Microsoft Windows 98SE, Millennium, 2000, XP
- 1 Standard Type II PC card slot
- CD-Rom drive
- 32 MB memory
- 14 MB free hard disk space

Specifications

- Dimensions:
Size: 2.13" x 4.84" x 0.51"
(54mm x 123mm x 13mm)
- Weight: 2 oz
(59 grams)



Kyocera KPC650 WITH BROADBANDACCESS

Commonwealth of PA Price: **\$19.99**

Features

BroadbandAccess high-speed wireless data access of up to 2.0 Mbps

VZAccess Manager Software for easy connection management

Hinged Antenna

BroadbandAccess and NationalAccess compatible

Dual-band receive diversity for better network performance

SMS capable

32-bit CardBus interface (3.3V) for lower power consumption

LED indicator for service availability and data transfer status

Quick2Net compatible

System Requirements

- Microsoft Windows 98SE, Millennium, 2000, XP
- 1 Standard Type II PC card slot
- CD-Rom drive
- 32 MB memory
- 14 MB free hard disk space

Specifications

- Dimensions:
Size: 2.13" x 4.84" x 0.51"
(54mm x 123mm x 13mm)
- Weight: 2.01 oz
(57 grams)



Accessories for Aircards

PC Card Case

Magnetic Mount Antenna

Window Mount Antenna

Call for pricing

Rate Plans for the above Aircards

BroadbandAccess & NationalAccess Service for unlimited data - \$59.99

NationalAccess Service only for unlimited data - \$49.19

Note: Current NationalAccess and BroadbandAccess coverage details can be found at www.verizonwireless.com

Contract Reference Number: 9985-34
Collective Number:
Change Number: 31
Change Effective Date : 04/10/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Effective April 1, 2006 the Federal Universal Service Charge (FUSC) has changed to 2.41% of assessable Verizon Wireless charges.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 32
Change Effective Date : 04/25/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Nextel:

The Federal Universal Service Assessment has changed to 1.49% of assessable Nextel Wireless charges.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 33
Change Effective Date : 06/02/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of December 31, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

Effective June 2, 2006, the Western State Contracting Alliance (WSCA), acting through the state of Nevada, amended the Wireless Communications Services and Equipment Master Price Agreement by amending Paragraph 7 of the Master Price Agreement, of each of the vendors, to read:

The Agreement is effective on July 1, 2004, for a term of five (5) calendar years, plus an additional six (6) months, through December 31, 2006, unless terminated pursuant to the terms of this agreement.

Since Contract Number 9985-34 consists of three participating addenda issued pursuant to this WSCA contract, the termination date of Contract Number 9985-34 is hereby extended to December 31, 2006.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 34
Change Effective Date : 09/22/2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of December 31, 2006
Buyer Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

The Directory Assistance Fee for Cingular Wireless has been increased from \$1.50 to \$1.79.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 35
Change Effective Date: December 29, 2006

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective Date of April 1, 2004 and Expiration date of October 9, 2010
Commodity Specialist Name: Patrick Francisco 717-346-9653

CHANGE SUMMARY:

The State of Nevada RFP 1523, **Wireless Communication Services and Equipment**, which became effective October 10, 2006, provides that Participating Addenda issued under Master Service Agreement No. 10-00115 shall survive the assignment from the Original Lead State to the Assigned Lead State, and are effective subject to the terms and conditions of the contracts entered into as a result of State of Nevada RFP 1523.

The Commonwealth has elected, and the suppliers have agreed, to continue to participate under the existing Participating Addenda that make up Contract 9985-34 unless and until the parties have negotiated new Participating Addenda.

Accordingly, the termination date for Contract 9985-34, has been changed from December 31, 2006, to October 9, 2010.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 36
Change Effective Date : 08/15/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Sheryl Kimport 717.346.2670

CHANGE SUMMARY:

Change Buyer name to Sheryl Kimport 717.346.2670, skimport@state.ps.us

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 37
Change Effective Date : 10/16/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Sheryl Kimport 717.346.2670

CHANGE SUMMARY:

Cingular name is officially change to "AT&T Mobility National Accounts, LLC" and will continue to operate under the same SAP and tax ID number.

Please note: Some invoices may continue to come through with the Cingular logo until a complete transition is made. Comptroller offices should make payments on these invoices.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 38
Change Effective Date : 10/15/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Sheryl Kimport 717.346.2670

CHANGE SUMMARY:

Starting February 1, 2007, Sprint/Nextel Directory Assistance Charge has been increased to \$1.79.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Reference Number: 9985-34
Collective Number:
Change Number: 39
Change Effective Date : 10/16/2007

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All Using Agencies of the Commonwealth
Subject: Wireless Communication Services
Contract Period: Effective date of April 1, 2004 and Expiration date of June 30, 2006
Buyer Name: Sheryl Kimport 717.346.2670

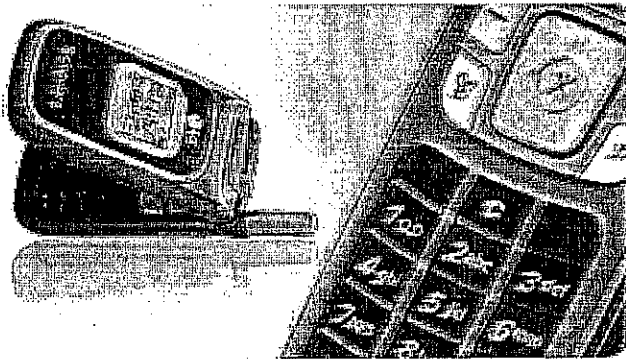
CHANGE SUMMARY:

Effective January 1, 2006, Cingular changed "Text Messaging" price from .10 to .15.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.



Category	Model	Retail Price	Government Price
Cellular Phones	LG C1500	\$149.99	\$0.00
Technology:	Tri-band (850/1800/1900 MHz) <u>GSM/GPRS</u>		



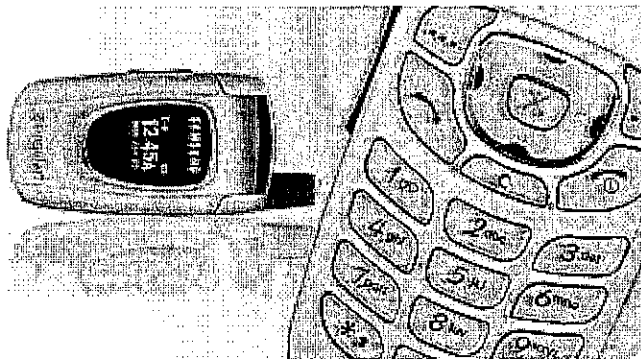
- Speakerphone to allow for a truly hands-free conversation
- Personal organizer: calendar with scheduler, alarm clock and memo
- T9 predictive text input
- Tri-band (850/1800/1900 MHz) GSM/GPRS for international network compatibility
- Color screen with 65,000 colors
- Calculator, world clock and unit converter
- My Media - store downloaded graphics, ring-tones, images, animations, games
- Calendar with scheduler, alarm clock and memo
- Mobile instant messaging
- Downloadable polyphonic/full-audio ring-tones, graphics & games
- Supports Java(TM) for game and application downloads
- Weight: 3.00 ounces
- Dimensions: 3.28 x 1.71 x 0.89 inches
- Battery: 830 mAh Li-Ion
- Talk Time: Up to 2.5 hours
- Internal memory: 16MB Flash, 8MB SDRAM
- Standby Time: Up to 9.16 days
- Technology: 850/1800/1900 MHz Tri-band GSM/GPRS
- Warranty: 1 yr on the phone and accessories
- All talk, data and standby times are approximate and depend on network configuration

**Text Messaging Incoming and Outgoing / \$.15 per message

LG C1500 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger



Category	Model	Retail Price	Government Price
Cellular Phones	Samsung X497	\$159.99	\$0.00
Technology:	Tri-band (850/1800/1900 MHz) <u>GSM/GPRS</u>		



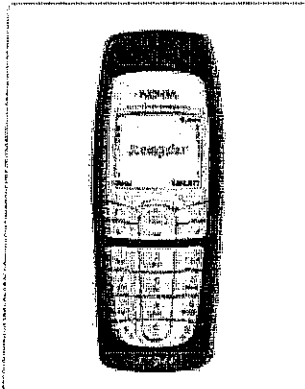
- Predictive text input
- Multimedia messaging - send text, pictures and sound
- Color display
- Voice Recorder
- Organizer, memo, alarm and stopwatch
- Mobile Internet
- Weight: 3.03 ounces
- Dimensions: 3.54 x 1.85 x 0.94 inches
- Battery: LiIon 1000 mAh
- Technology: 850/1800/1900 MHz tri-band GPRS class 10
- Color: Silver
- Warranty: 1 yr on the phone and accessories
- Talk Time: Up to 4 hours
- Standby Time: Up to 8.3 days
- All talk, data and standby times are approximate and depend on network configuration

****Text Messaging Incoming and Outgoing / \$.15 per message**

Samsung X497 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger



Category	Model	Retail Price	Government Price
Cellular Phones	Nokia 6010	\$119.99	\$0.00
Technology:	Dual band 850/1900 MHz <u>GSM/GPRS</u>		



- Multimedia Messaging Service (MMS) capable*
- Mobile Instant Messaging using AOL® Instant Messenger™*
- High-resolution, full-color display (4,096 colors)
- Personalize your phone with 8 different color schemes
- Embedded polyphonic ringtones
- High-speed data transmission via GPRS*
- Phone book and calendar: Up to 500 entries
- Java support for application downloads
- E-mail, text, and picture messaging via MMS*
- Predictive text input
- Voice dialing: Up to 14 numbers
- TTY compatible
- Operates on 850/1900 MHz GSM/GPRS networks
- Subscription dependent feature

**Text Messaging Incoming and Outgoing / \$.15 per message

Nokia 6010 includes 1 battery, 1 AC charger, 1 SIM card, 1 Car Charger



Category
BlackBerry

Model
8700c

\$449.99 Retail Price

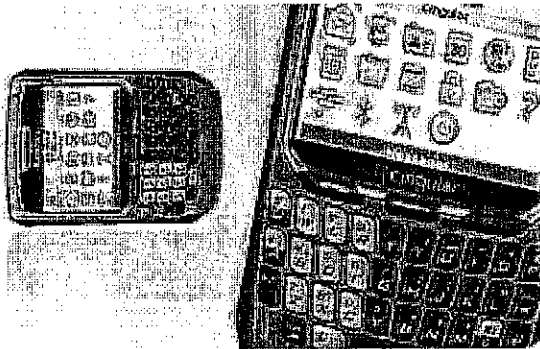
Commonwealth of PA Price (for Device Only)

With Data Only:

\$349.99

With Voice Plan of \$39.99 or higher & Unlimited Data:

\$299.99



Dimensions: 4.3"x2.7"x0.77"
Weight: 4.7 oz
Talk Time: Up to 4 hours
Standby Time: Up to 16 days
Technology: Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands
Display: High resolution 320x240 pixel color display

VOICE

- Speakerphone

MESSAGING

- Automatically delivered push email solution (BlackBerry Internet Service)
- Access to corporate email through the BlackBerry Enterprise Server

NETWORK & CONNECTIVITY

- EDGE capability for faster web surfing and downloads
- Quad band global voice (GSM) and data (GPRS) roaming in the 850/1900, 1800/950 bands

ORGANIZATION

- A full HTML browser for improved web surfing and 2 customizable convenience keys for easy, one-touch access to your favorite web site.

- Ability to synchronize phone book, calendar and to-do list using the included USB cable.
- Recommend the BlackBerry 8700c to customers wanting a full-featured phone with integrated email, web, and calendar access.

DISPLAY & IMAGING

- Large 320 x 240 pixel color display

PERSONALIZATION

- Polyphonic and MP3 ring tones

ADDITIONAL FEATURES

- A new, slimmer, sleeker form factor
- Full-featured phone with integrated speakerphone, Bluetooth, dedicated Send/End keys, and mute button
- The full QWERTY keyboard addresses the desire to compose detailed emails on the go
- Size: 4.3"x2.7"x0.77"
- Weight: 4.7 oz
- Talk Time: up to 4 hours
- Standby Time: up to 16 days
- The Bluetooth capability and integrated speakerphone offers safety and flexibility to talk hands free. In fact you can look at your email while on taking a call hands free.
- New send & end keys that offer more of a phone-like experience
- Memory: 64 MB flash memory, 16 MB SDRAM
- Processor: Intel® PXA901 at 312 MHz
- Embedded RIM® wireless modem

INCLUDED ACCESSORIES

- Battery
- Home charger
- Manual and quick start guide
- USB cable
- CD with BlackBerry desktop application

Cingular Blackberry Data Service

BlackBerry/Goodlink/Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

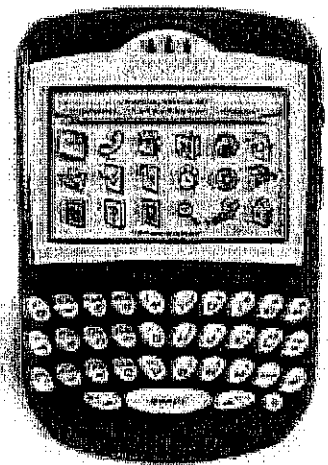
Cingular CAL Pricing

	Product #	
BlackBerry BES - 4.0 Single User CAL	797553134978	\$84
BlackBerry BES 4.0 - 5 User CAL	797553134985	\$364
BlackBerry BES 4.0 - 10 User CAL	797553134992	\$594
BlackBerry BES 4.0 - 100 User CAL	797553135005	\$5,099

Category	Model	
BlackBerry	7290	\$299.99 Retail Price

Commonwealth of PA Price (for Device Only)

With Data Only:	\$199.99
With Voice Line & Unlimited Data:	\$129.99



The data and voice-enabled BlackBerry 7290™ features*:

- Email, phone, browser, SMS, and organizer applications in a single, integrated handheld
- Quad-Band handheld, operates on 850/900/1800/1900 MHz GSM/GPRS wireless networks, allowing for international roaming between North America, Europe and Asia Pacific
- Bluetooth® support for hands-free voice communications
- Ample memory for application and data storage
- PC-style 33-key QWERTY keyboard
- Easy-to-use navigation track-wheel and intuitive menu interface
- Bright, backlit 240x160 display supporting over 65,000 colors
- Java™ development platform based on open standards
- Integrated attachment viewing

Cingular Blackberry Data Service

BlackBerry/Goodlink Plans				
Price	After Discount	MB Included		Overage/KB
\$39.99	\$33.99	4MB		\$.005/KB
\$49.99	\$42.49	Unlimited		NA

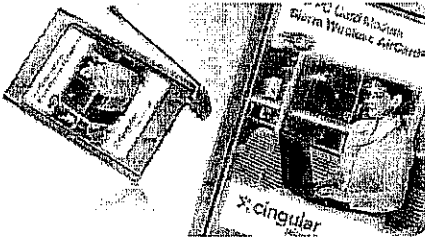
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Cingular PC DATA CARD Price List:

Category	Model	Retail Price	Government Price
UMTS/HSDPA CARD	Sierra AC 860	\$299.99	\$199.99

\$99.99 With
Unlimited Data Plan



- Compatible with UMTS/HSDPA and EDGE/GPRS wireless networks
- Average downlink speeds of 400 to 700 kbps on 3G UMTS/HSDPA networks
- Bursts up to 1.8 Mbps on 3G UMTS / HSDPA networks
- Average downlink speeds of 70 to 135 kbps on EDGE networks
- Compatible with nearly all popular laptops with Windows operating systems.
- Dimensions: 3.37 x 2.13 x 0.2 inches
- Weight: 1.4 ounces
- Fits into any Type II laptop slot
- Operates on 850/1900 MHz UMTS/HSDPA Networks
- Operates on 850/900/1800/1900 MHz EDGE/GPRS Networks
- EDGE Class 10
- Operating systems: Windows XP/2000
- Talk Time: n/a
- Standby Time: n/a
- Battery: Powered via laptop battery
- Warranty: 1 yr

Cingular Data service plans

DataConnect - SingleLine				
Price	After Discount	IMB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB
\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA

Category
EDGE CARD

Model
Sierra 775

Retail Price **Government Price**
\$199.99 \$149.99

\$49.99 With
Unlimited Data Plan



- Windows 98SE, NT, 2000, Me, XP, PPC, PPC2002, PPC2003, HPC2000, E4.1, CE4.2
- Quad-band design supports 850/900/1800/1900 MHz frequency bands

True Network Interface Card Operation (NIC) plus Dial-Up Networking (DUN) modes maximizing both the card and software performance

Cingular Data service plans for EDGE CARD

DataConnect - SingleLine				
Price	After Discount	MB Included		Overage/KB
\$19.99	\$16.99	5MB		\$.008/KB
\$29.99	\$25.49	10MB		\$.006/KB
\$39.99	\$33.99	20MB		\$.004/KB
\$49.99	\$42.49	50MB		\$.002/KB
\$69.99	\$59.49	Unlimited		NA