ATTACHMENT A
Verizon Response to RFP 9800-GTA794
Verizon Wireless – Technical Proposal

Response to Request for Proposal
RFP No. 9800-GTA794

Wireless Communication Services

October 3, 2013, 2:00 p.m.
Georgia Technology Authority
Response to Request for Proposal No. 9800-GTA794 -- Technical Proposal

October 3, 2013

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

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

Dear Ms. Glazer-Gay:

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

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

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

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

Sincerely,

Todd Loccan
Executive Director – Enterprise & Government Contracts

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1.0 Introduction

1.1 Purpose of Procurement

The purpose of this Request for Proposal ("RFP") is to acquire Wireless Communications Services from Qualified Contractors as previously identified in RFQC 9800-0000000794. It is the expectation that volume sales will result in substantial discounts for State of Georgia recognized governmental entities (as that term is defined in Section 1.2.2 below). Georgia Technology Authority (GTA) intends to award Agreements to multiple Qualified Contractors.

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

Verizon Wireless Response:

Noted and understood.

1.2 Overview of Procurement Process

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

Verizon Wireless Response:

Noted and understood.

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

Verizon Wireless Response:

Noted and understood.
1.3 Background

GTA has the statutory responsibility to provide technology leadership for most State of Georgia entities, including selection and adoption of Information Technology policy and standards. GTA intends to establish convenience Agreement(s) with multiple Qualified Contractors (Contractors were qualified under RFQC 9800-0000000794, Wireless Communication Services) for the provision of wireless products and services. Today, State of Georgia recognized governmental entities are acquiring these products and services from previously issued Agreements that have reached the end of their renewal options. The desired outcome will result in the opportunity to realize volume discounts for selected services and product offering flexibility to better serve any State of Georgia recognized governmental entity’s business requirements.

Verizon Wireless Response:
Noted and understood.

2.0 General Requirements

2.1 Communications with State Staff

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.

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

<table>
<thead>
<tr>
<th>QUALIFIED CONTRACTOR’S COMPANY NAME</th>
<th>Referenced RFP Section</th>
<th>Question</th>
</tr>
</thead>
</table>

10/3/2013 This proposal is valid for 120 days.
Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.
Verizon Wireless Response: Noted and understood.

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

Verizon Wireless Response: Noted and understood.

2.2 Schedule of Events

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

Verizon Wireless Response: Noted and understood.

2.3 Addenda and Supplements to the RFP

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

Verizon Wireless Response: Noted and understood.

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

Verizon Wireless Response: Noted and understood.
2.4 Acceptance of RFP Terms

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

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

2.5 Costs of Preparation

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

Verizon Wireless Response:
Noted and understood.

2.6 Contract Award

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

Verizon Wireless Response:
Noted and understood.

2.7 Agreement Term

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

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

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

Verizon Wireless Response:
Noted and understood.

2.9 Confidential/Proprietary Information

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

Verizon Wireless Response:
Noted and understood.

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

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

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

Verizon Wireless Response:
Noted and understood.

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

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

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

2.10 Agreement

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.
2.11 Small and Minority Business Policy and Tax Incentive

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

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

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

2.12 Exceptions to RFP Requirements

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

Verizon Wireless Response:
Noted and understood.

2.13 Miscellaneous

2.13.1 GTA has prequalified four (4) Qualified Contractors to receive this RFP. The Qualified Contractors are prequalified as a result of RFQC 9800-0000000794, State of Georgia Wireless Service. These four (4) Qualified Contractors are the only Qualified Contractors that can respond to this RFP. No other response(s) will be accepted and no other respondent(s) will be allowed to participate.

Verizon Wireless Response:
Noted and understood.

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

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

Verizon Wireless Response:
Noted and understood.

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

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

3.0 Requirements

3.1 OVERVIEW

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

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

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

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

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

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

**Verizon Wireless Response:**

Noted and understood.

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

**Verizon Wireless Response:**

Noted and understood.

### 3.2 MINIMUM REQUIREMENTS

**Important Information**

**Companies currently under contract with GTA/Grandfathered Services**

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

**Verizon Wireless Response:**

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

**Companies not currently under contract with GTA/New Services**

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

**Verizon Wireless Response:**

Not applicable.
3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

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

3.3.1.1 Website Establishment

Grandfathered Services

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

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

New Service

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

Verizon Wireless Response:
Not applicable.

3.3.1.1.a Overview

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.

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

Noted and understood.

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

Verizon Wireless Response:

Noted and understood.

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

Verizon Wireless Response:

Not applicable.

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

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

Verizon Wireless Response:

Noted and understood.

3.3.1.1.c Secure Web Access

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

Verizon Wireless Response:

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

My Business Account is organized by easy-to-use links. Simply click on the link you need based on what you want to accomplish. My Business Account has the following functionality:
• Administration – The Administration link enables your designated employees to perform several useful functions that help manage your account. From the Administration link, you can view GTA’s profile, manage billing accounts, create business or personal address books, go paperless and create business structures.

• More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by your designated employees directly in My Business Account. Business Structures enable you to organize your billing accounts by department, geographic territory, or in whatever way best meets your needs. By doing so, you will be able to see a cost summary for each Business Structure. For example, GTA may have 50 mobile numbers and 10 billing account numbers. Your designated employees could create a Business Structure for your Marketing department, another for Finance and another for Sales, etc.

• Statements – The Statements link provides a quick, easy method for GTA to review your balance, last payment and a summary of current charges. In addition, you can view usage and charges related to your entire organization or a particular account. From the Statements page, you can easily view or print your bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.

• Payments – The Payments link enables you to apply payments to your account(s). You can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The Payments link can also send email notifications to you if a payment is reversed or declined.

• Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.

• Help – The Help link is a tool for GTA’s designated employees to demonstrate how to use My Business Account and to find answers to frequently asked questions. The My Business Account “Online Tutorial” can be found in the Help link and is a useful tool to train your designated employees on how to use the application. The Support link under Help provides interactive demos on how to set up Business Structures, make payments and manage users.

• Account Maintenance – Your designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can make ESN changes online and initiate device upgrades from this link.

• Order Online – Your designated employees can use the Web portal to order new devices and accessories when logged into My Business Account. The ordering site is customized with GTA’s name and reflects your pricing and equipment discount. This provides your designated employees greater flexibility in placing orders right from their own desktop via a single login.

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

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

Verizon Wireless Response:
Noted and understood.

3.3.1.2 Wireless Communications Service

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

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

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

Verizon Wireless Response:
Not applicable.

3.3.1.2a   Overview - Cellular / Wireless Commercial Service
GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system's published service area.

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Not applicable.
3.3.1.2.b Protocol

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

Verizon Wireless Response:

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

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

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

LTE Technology

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

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

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

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

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

- High peak speeds: The Average User Data Rate (downlink) is greater than or equal to 5 Mbps; and the Average User Data Rate (uplink) is greater than or equal to 2 Mbps.
- Low latency: Below 50 ms round trip over the airlink within the Verizon wireless network.
Scalable bandwidths: Bandwidth allocation of 1.4, 3, 5, 10, 15, 20 MHz; scalable bandwidth provides the flexibility for deployment and capacities.

Improved spectrum efficiency: Spectrum efficiency refers to how limited bandwidth is used by the access layer of a wireless network. Improved spectrum efficiency allows more information to be transmitted in a given bandwidth, while increasing the number of users and services the network can support.

Improved cell-edge data rates: Not only does spectral efficiency of LTE improve near cell towers, it also improves at the coverage area or cell edge, which makes more bandwidth available at the cell edge. Data rates improve two to three times at the cell edge over the previous benchmark.

Seamless performance: Reducing handover latency and packet loss are critical to delivering a quality service. This reduction is considerably more challenging with mobile broadband than with fixed-line broadband where the time variability and unpredictability of the channel become more acute, creating the issue. Additional complications arise from the need to hand over sessions from one cell to another as users cross coverage and frequency boundaries. These handover sessions require seamless coordination of radio resources across multiple cells. In the past, 3G networks split both voice and data signals. 4G LTE uses an Evolved Packet Core that is 100% IP based facilitating simultaneous voice and data communications.

CDMA Technology

Our CDMA technology offers the following advantages over other technologies:

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

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

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

Wireless Standards

Many of the equipment manufacturers that we utilize are certified through ISO. Established cellular industry and performance standards serve as the foundation for our engineering, design, operation and quality assurance programs. Verizon has created enterprise-wide policies that conform to the ISO 27002:2005 and NIST standards for the protection of customer and employee information. These policies cover security issues, such as account management, password standards, server configuration and a wide range of security topics.
We maintain a supportive role in organizations established to develop and promote industry standards, such as CTIA, Wireless Data Forum, CDMA Development Group, Electronics Industry Association/Telecommunications Industry Association, CSRIC, ISO and IEEE; and we participate in government-sponsored efforts, such as EFS and NSIE.

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

3.3.1.2.c Devices

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

Verizon Wireless Response:
Noted and understood.

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

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

3.3.1.2.d Software Applications

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

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

Our wireless services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your employees access to the applications they use the most, such as email, business-specific applications, third-party applications and more – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help your business run more smoothly and efficiently.
Every business can benefit from smart alliances. That's why we've teamed with leading solution providers to promote a range of innovative solutions that can help you transform GTA and reach your communication goals. Plus, we provide the expertise and experience you need to help you manage your solution from planning to implementation. For a complete list of solutions from our Partner Program and Open Development Initiative, please visit our solution finder at http://solutionfinder.verizonwireless.com.

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

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

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

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

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

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

3.3.1.3.c Wireless Cellular Text Service for Existing Customers
GTA requires that the Qualified Contractor will provide Wireless Cellular Voice service under a category of "Grandfathered - Text - Pooled Minutes Plan(s)". This offering is to provide existing customers that do not desire a change to their existing Wireless Cellular Voice service. This requirement applies only to the current Contractors of wireless service to the State. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.
Verizon Wireless Response:
Noted and understood. Verizon Wireless will grandfather its current plans and pricing for GTA’s existing subscribers that do not desire a change to their existing cellular service. Please note that Verizon Wireless’ response to this RFP also offers plans with a higher monthly access fee discount than the current GTA contract.

3.3.1.3.d New Cellular/ Wireless Voice Service

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

Verizon Wireless Response:
Not applicable.

3.3.1.3.e New Cellular / Wireless Data Service

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

Verizon Wireless Response:
Not applicable.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

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

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

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

Verizon Wireless Response:
Not applicable.

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

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

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

Verizon Wireless Response:

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

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

Verizon Wireless Response:

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

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

Verizon Wireless Response:

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

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

Prices listed do not include state and local sales tax and other applicable taxes and regulatory fees, charges or pass-through assessments, which are subject to change without notice.
3.3.1.4.e Taxes
GTa requires that the Qualified Contractor be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by the Qualified Contractor; franchise or privilege taxes on its business; gross receipts taxes to which it is subject; and income taxes. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:
Noted and understood.

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

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

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

Verizon Wireless Response:
Noted and understood.

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

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

3.3.1.4.i Reporting

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

Verizon Wireless Response:

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

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

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

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

Verizon Wireless Response:

Noted and understood.

Online Reporting

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

With My Business Account you can:

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

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

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

<table>
<thead>
<tr>
<th>Additional Charges Report</th>
<th>Airtime Charges Detail Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze Phone Charges – Account Number</td>
<td>Analyze Roaming Calls - Duration</td>
</tr>
<tr>
<td>Top 10 Most Expensive Calls</td>
<td></td>
</tr>
</tbody>
</table>

This proposal is valid for 120 days. Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.
Usage Reports - These reports can provide usage and cost information for a single MDN. Titles of these reports include:

<table>
<thead>
<tr>
<th>20 Longest Calls</th>
<th>Top 20 Out of Network Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Detail Report – Account Number</td>
<td>Call Detail Report – User Name</td>
</tr>
<tr>
<td>Data Usage Report – Account Number</td>
<td>Grand Total Report</td>
</tr>
<tr>
<td>Mobile to Mobile Report – Account</td>
<td>Monthly Usage Report</td>
</tr>
<tr>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>Total Data Share Report</td>
<td>Unbilled Usage Report</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Billing Structure</th>
<th>Customer Invoice Management Report - Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deactivated MTN Report</td>
<td>Device Report</td>
</tr>
<tr>
<td>Global Summary</td>
<td>MTN Report</td>
</tr>
<tr>
<td>Raw Data Download (available by request)</td>
<td></td>
</tr>
</tbody>
</table>

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

Raw Data Download

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

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

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

- If GTA has four accounts, each with the following differing statement dates: the 1st, 6th, 15th and 28th of the month, RDD should be available around the 7th of the next month.
- If GTA has accounts, all with the same statement date, for example the 6th of the month, RDD should be available on the 13th of the month.
While these reports will meet the vast majority of your requirements, additional non-standard reporting options may be available. Your Account Manager can provide further details.

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

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

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

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

3.3.1.5 Services Features and Attributes

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

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

New Service
Should your company not have a current contract with GTA, then you will provide the requested information.
Verizon Wireless Response: Not applicable.

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

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

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

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

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

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

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

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

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

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

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

3.4 DESCRIPTION OF PRICING REQUIREMENTS

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

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

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

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

Verizon Wireless Response:
Not applicable.

3.4.1 Competitive Rates

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

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

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

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

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

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

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Exception with clarification. Any changes to the GTA contract will be mutually agreed upon by both the GTA and the Contractor and reduced to writing.
3.4.3.b Any purchase order entered into based on an unauthorized change to product/service or price list may be voided by GTA at its sole discretion. GTA expects to see a confirmation, recorded in Appendix B, under the appropriate column heading, that the Qualified Contractor will provide the certain Technical Requirement.

Verizon Wireless Response:
Noted and understood.

3.4.4 Administrative Fee

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

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

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

Verizon Wireless Response:
Not applicable.

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

Verizon Wireless Response:
Noted and understood.
4.0 Proposal Submission

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

Verizon Wireless Response:
Noted and understood.

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

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

Any proposal received after the due date and time MAY BE rejected. Time shall be determined by GTA's Time Stamp. The acceptance of late proposals shall be governed by GTA Rule 665-2-4-.06. Submit all proposals to the attention of the Contracting Officer at the address provided on the Cover Page of this RFP.

Verizon Wireless Response:
Noted and understood.

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

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

Verizon Wireless Response:
Noted and understood.
4.4 Technical Proposal Content

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

4.4.1.1 The Technical Proposal must not contain any proposed prices.

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

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

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

Verizon Wireless Response:

Noted and understood.

4.4.2 Number of Copies

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

Verizon Wireless Response:

Noted and understood.

4.4.3 Required Sections

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

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

Verizon Wireless Response:

Noted and understood.
4.5 Price Proposal Content

4.5.1 Number of Copies

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

Verizon Wireless Response:
Noted and understood.

4.5.2 Pricing Format

4.5.2.1 Submission Format.

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

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

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

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

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

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

Qualified Contractor’s Name
Price Proposal as recorded on Pricing Response Worksheet (Appendix C)

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

Verizon Wireless Response:
Noted and understood.
5.0 Evaluation 5.1

**General**

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

**Verizon Wireless Response:**

Noted and understood.

5.1.1 Communications and Clarifications Process

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

**Verizon Wireless Response:**

Noted and understood.

5.1.2 Oral Presentations (Optional)

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

**Verizon Wireless Response:**

Noted and understood.

5.1.3 Best and Final Offers (Optional)

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

**Verizon Wireless Response:**

Noted and understood.
5.1.4 Financial Information

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

Verizon Wireless Response:
Noted and understood.

5.2 Administrative & Technical Requirements Minimum Expectations

Review of Proposals

5.2.1 The Contracting Officer will be responsible for performing a review of the administrative requirements set forth in the RFP and for verifying if each Proposal is compliant with the technical Minimum Expectations and the Pricing Minimum Expectations set forth in the RFP.

5.2.2 Failure to confirm one or more of the Technical Minimum Expectation(s) and/or the Pricing Minimum Expectation(s) may result in the delay of a contract award. Proposals that (i) are determined to be materially incomplete; or (ii) Qualified Contractors that do not satisfy the administrative requirements of the RFP in an acceptable timeframe as determined by GTA; may be declared non-responsive and rejected with no further evaluation.

5.2.3 Qualified Contractors that affirm all Minimum Expectations will be eligible to receive an Agreement. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

5.2.4 Qualified Contractors that do not affirm all Minimum Expectations will not receive an Agreement until negotiations result in a satisfactory solution to GTA. All decisions will be at the sole discretion of GTA. (Further negotiations on non-technical terms and conditions may impact a final award of an Agreement.)

Verizon Wireless Response:
Noted and understood.

5.3 Technical Proposal Evaluation

5.3.1 A technical review committee comprised of State employees will assess the merits of the Technical Proposal. The State may engage one or more consultants or attorneys to assist in an advisory capacity. The committee will review the responses to the technical requirements of the RFP. Incomplete, inconsistent or inaccurate responses in the Technical Proposal may have a negative impact on the rating.

5.3.2 Qualified Contractors are urged to convey the technical material and other factors necessary to meet the expectations of the RFP in sufficient detail within their written Proposal, rather than to seek to negotiate or provide such factors through written Communications, and Clarifications.

Verizon Wireless Response:
Noted and understood.
5.4 Price Proposal Evaluation

5.4.1 A price evaluation committee comprised of GTA state employees will conduct an analysis and will confer a consensus score of between 1-4. GTA may engage one or more consultants to assist in an advisory capacity. At the sole discretion of GTA, this score will be applied to the Qualified Contractor's submitted Price Proposal.

5.4.2 GTA expects to see an overall % off of published list prices. The Qualified Contractor offering the largest percentage off of list price will be awarded a score of 4. Lower percentage of discounts off of list price will be awarded scores between 1-3.

5.4.3 Price has the same relative importance as each individual technical evaluation area listed above.

Verizon Wireless Response:

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

5.5.1 The Contract Award(s) shall be made to the responsible Qualified Contractor(s) whose proposal is determined to be the most advantageous to the State, taking into account all evaluation factors set forth in this RFP, subject to GTA and such Qualified Contractor's ability to agree and enter into a final Agreement (see subsections below). Responsibility shall be determined in accordance with GTA Rules and responsibility criteria set forth in this RFP.

5.5.2 GTA reserves the right to reject or negotiate any or all of Qualified Contractor's additional terms or conditions, or Qualified Contractor's proposed modifications to GTA's stated terms or conditions. GTA reserves the right to modify, add or delete provisions consistent with the successful Qualified Contractor's proposal as needed to assure that the final executed Agreement accurately reflects the parties' intent, the procurement and the award.

5.5.3 Prior to award, Qualified Contractor(s) may be required to enter into communications, clarifications and/or negotiations (collectively referred to as, "discussions") with the GTA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within ten (10) business days of notification of intent to award or such other period as GTA may authorize.

Verizon Wireless Response:

Noted and understood.
Vendor Name

REVISED APPENDIX B

Qualified Contractor Technical and Pricing Requirements Affirmation Worksheet

- **Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

- **New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

- **Qualified Contractor’s Reference File** - Appendix “Supplemental” will be the Qualified Contractor’s Reference File for submission of primary and supplementary information that the Qualified Contractor will use to support requirements of this RFP.

<table>
<thead>
<tr>
<th>TECHNICAL REQUIREMENTS IDENTIFIED</th>
<th>Grandfathered Affirmation</th>
<th>New Service Affirmation</th>
<th>Qualified Contractor’s Reference File Appendix “Supplemental” (as required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.3.1.1 Website Establishment</td>
<td>Clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.1.a Overview</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.1.b Website Display of Products, Services, Pricing and Ordering Information</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.1.c Secure Web Access</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.1.d Website Completion/Availability</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.2. Cellular / Wireless Commercial Service</td>
<td>Clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.2.a Overview</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.2.b Protocol</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.2.c Devices</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
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</tr>
<tr>
<td>3.3.1.2.d Software Applications</td>
<td>Exception with clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td><strong>3.3.1.3. Wireless Communications Service Offerings/Plans</strong></td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
<td>3.3.1.3.a Wireless / Cellular Voice Service for Existing Customers</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
<td>3.3.1.3.b Wireless / Cellular Data Service for Existing Customers</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
<td>3.3.1.3.c Wireless / Cellular Text Service for Existing Customers</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
<td>3.3.1.3.d Wireless / Cellular Voice Service for New Customers</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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100 Peachtree Street  I  Suite 2300  I  Atlanta, Georgia 30303-3404
www.gagta.com
### REVISED APPENDIX B

**Qualified Contractor Technical and Pricing Requirements Affirmation Worksheet**

- **Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

- **New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

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<tr>
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<th>New Service Affirmation</th>
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</tr>
</thead>
<tbody>
<tr>
<td>3.3.1.3.e Wireless / Cellular Data Service for New Customers</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>3.3.1.3.f Wireless / Cellular Text Service for New Customers</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>3.3.1.4. Fees, Penalties, Invoicing and Reporting</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. a Activation Fee</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
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<tr>
<td>3.3.1.4. b Upgrade / Trade-in Fee</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. c Early Termination Fee</td>
<td>Clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. d. No Penalties</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
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<tr>
<td>3.3.1.4. e. Taxes</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. f. Invoicing and Invoice Layout/Billing Detail</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. g. Payment Responsibility</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.4. h Agency Subscriber Agreement/Electronic Ordering Document</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>Section</td>
<td>Action</td>
<td>Status</td>
<td>Notes</td>
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<tr>
<td>3.3.1.4.i Reporting</td>
<td>Clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
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<tr>
<td>3.3.1.4.j Release of Information Consent</td>
<td>Exception</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
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<tr>
<td>3.3.1.5. Services Features and Attributes</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.5.a Customer Service</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.3.1.5.b Lost or Stolen Equipment</td>
<td>Confirm</td>
<td>N/A</td>
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**Grandfathered Service Affirmation** - Qualified Contractors currently providing wireless service to the State of Georgia will affirm that they will continue to have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

**New Service Affirmation** - Qualified Contractors not currently providing wireless service to the State of Georgia will affirm that they have the facilities to support the requirements set forth in this RFP. Affirmation, in this RFP, will be defined as providing the service as defined or providing a better service based on the service offering of the Qualified Contractor. Should the Qualified Contractor have a better service offering; please provide in the Reference File an explanation of the service to be provided.

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<tr>
<th>Pricing Requirements Identified</th>
<th>Grandfathered Affirmation</th>
<th>New Service Affirmation</th>
<th>Qualified Contractor’s Reference File Appendix “Supplemental” (as required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4.1 Competitive Rates</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.4.2 Pooling</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Pricing Offer</td>
</tr>
<tr>
<td>3.4.3.a Pricing Changes Procedures during the Term of the Agreement</td>
<td>Exception with clarification</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.4.3.b Removing a Purchase</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
<tr>
<td>3.4.4.a Administrative Fee</td>
<td>Confirm</td>
<td>N/A</td>
<td>See Supplemental Appendix</td>
</tr>
</tbody>
</table>
Verizon Wireless – Technical Proposal
Supplemental Appendix

Response to Request for Proposal
RFP No. 9800-GTA794

Wireless Communication Services

October 3, 2013, 2:00 p.m.
3.3 TECHNICAL REQUIREMENTS

3.3.1 DESCRIPTION OF TECHNICAL REQUIREMENTS

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

3.3.1.1 Website Establishment

Grandfathered Services

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

Verizon Wireless Response:

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

New Service

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

Verizon Wireless Response:

Not applicable.

3.3.1.1.a Overview

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

Verizon Wireless Response:

Noted and understood.

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

Verizon Wireless Response:

Noted and understood.

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

10/3/2013 This proposal is valid for 120 days.
Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.
Verizon Wireless Response: Noted and understood.

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

Verizon Wireless Response: Noted and understood.

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

Verizon Wireless Response: Not applicable.

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

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

Verizon Wireless Response: Noted and understood.

### 3.3.1.1.c Secure Web Access

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

Verizon Wireless Response: Noted and understood.

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

My Business Account is organized by easy-to-use links. Simply click on the link you need based on what you want to accomplish. My Business Account has the following functionality:
• Administration – The Administration link enables your designated employees to perform several useful functions that help manage your account. From the Administration link, you can view GTA's profile, manage billing accounts, create business or personal address books, go paperless and create business structures.

• More About Business Structures – A Business Structure is a customized hierarchical view of billing information. Business Structures are created by your designated employees directly in My Business Account. Business Structures enable you to organize your billing accounts by department, geographic territory, or in whatever way best meets your needs. By doing so, you will be able to see a cost summary for each Business Structure. For example, GTA may have 50 mobile numbers and 10 billing account numbers. Your designated employees could create a Business Structure for your Marketing department, another for Finance and another for Sales, etc.

• Statements – The Statements link provides a quick, easy method for GTA to review your balance, last payment and a summary of current charges. In addition, you can view usage and charges related to your entire organization or a particular account. From the Statements page, you can easily view or print your bill in several flexible formats. You can also view unbilled voice, data and text message usage. You can view up to six previous statements.

• Payments – The Payments link enables you to apply payments to your account(s). You can use checking or savings accounts for a one-time payment. For recurring payments, a credit/debit card or a business checking or savings account can be used. The Payments link can also send email notifications to you if a payment is reversed or declined.

• Reports – The Reports link offers you the ability to pull data based on usage or cost. For example, you can view the “20 longest phone calls” or a “summary of cost by month”. Additionally, your designated employees can pull a summary usage report that includes usage statistics at the mobile telephone number (MTN) level. You can receive usage details for such things as peak, off-peak and nights and weekends. Reports help you manage your account and make informed decisions about your service.

• Help – The Help link is a tool for GTA’s designated employees to demonstrate how to use My Business Account and to find answers to frequently asked questions. The My Business Account "Online Tutorial" can be found in the Help link and is a useful tool to train your designated employees on how to use the application. The Support link under Help provides interactive demos on how to set up Business Structures, make payments and manage users.

• Account Maintenance – Your designated employees can manage account activity online through the Account Maintenance link. The Account Maintenance link offers a range of functionality, such as updating account information, changing a voicemail password, completing a local telephone number change or checking the status of a port. Additionally, you can make ESN changes online and initiate device upgrades from this link.

• Order Online – Your designated employees can use the Web portal to order new devices and accessories when logged into My Business Account. The ordering site is customized with GTA’s name and reflects your pricing and equipment discount. This provides your designated employees greater flexibility in placing orders right from their own desktop via a single login.

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

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

Verizon Wireless Response:
Noted and understood.

3.3.1.2 Wireless Communications Service

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

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

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

Verizon Wireless Response:
Not applicable.

3.3.1.2a Overview - Cellular / Wireless Commercial Service
GTA requires that the Qualified Contractor provide cellular / wireless commercial service to the any and all recognized customers, as defined herein of the State of Georgia. The grade of digital cellular service provided with respect to circuit quality, reliability, call completion, and time of access, which must be equal to that provided to other commercial subscribers within the cellular system's published service area.

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Not applicable.
3.3.1.2.b Protocol

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

Verizon Wireless Response:

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

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

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

LTE Technology

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

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

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

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

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

- High peak speeds: The Average User Data Rate (downlink) is greater than or equal to 5 Mbps; and the Average User Data Rate (uplink) is greater than or equal to 2 Mbps.
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- Low latency: Below 50 ms round trip over the airlink within the Verizon wireless network.
- Scalable bandwidths: Bandwidth allocation of 1.4, 3, 5, 10, 15, 20 MHz; scalable bandwidth provides the flexibility for deployment and capacities.
- Improved spectrum efficiency: Spectrum efficiency refers to how limited bandwidth is used by the access layer of a wireless network. Improved spectrum efficiency allows more information to be transmitted in a given bandwidth, while increasing the number of users and services the network can support.
- Improved cell-edge data rates: Not only does spectral efficiency of LTE improve near cell towers, it also improves at the coverage area or cell edge, which makes more bandwidth available at the cell edge. Data rates improve two to three times at the cell edge over the previous benchmark.
- Seamless performance: Reducing handover latency and packet loss are critical to delivering a quality service. This reduction is considerably more challenging with mobile broadband than with fixed-line broadband where the time variability and unpredictability of the channel become more acute, creating the issue. Additional complications arise from the need to hand over sessions from one cell to another as users cross coverage and frequency boundaries. These handover sessions require seamless coordination of radio resources across multiple cells. In the past, 3G networks split both voice and data signals. 4G LTE uses an Evolved Packet Core that is 100% IP based facilitating simultaneous voice and data communications.

CDMA Technology

Our CDMA technology offers the following advantages over other technologies:

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

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

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

Wireless Standards

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

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

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

### 3.3.1.2. Devices

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

**Verizon Wireless Response:**

Noted and understood.

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

**Verizon Wireless Response:**

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

### 3.3.1.2.d Software Applications

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

**Verizon Wireless Response:**

Exception with clarification. Verizon Wireless works with a wide variety of third-party vendors in determining the best solution for each customer's specific needs. Therefore, it would not be equitable to list any specific third-party vendors as the most frequently used to support or complement our products and services.
Our wireless services and solutions easily integrate into existing IT environments, enabling organizations to use many of the applications and technologies they already have in place. Combining our solutions with existing technologies gives your employees access to the applications they use the most, such as email, business-specific applications, third-party applications and more – enabling them to remain productive and efficient whether in the office or on the go. By combining a variety of devices, wireless access options and applications, Verizon can build wireless solutions to help your business run more smoothly and efficiently.

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

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

3.3.1.3 Cellular/ Wireless Voice Service Offerings/Plans

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

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

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

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

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

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

3.3.1.3.d New Cellular/ Wireless Voice Service

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

Verizon Wireless Response:
Not applicable.

3.3.1.3.e New Cellular / Wireless Data Service

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

Verizon Wireless Response:
Not applicable.

3.3.1.4 Fees, Penalties, Invoicing and Reporting

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

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

New Service
Should your company not have a current contract with GTA, then you will provide the requested information, recorded in Appendix B.
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Verizon Wireless Response:
Not applicable.

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

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

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

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

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

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

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

Verizon Wireless Response:
Noted and understood. In certain circumstances additional charges may apply. For example:
• While Verizon does not charge customers for standard wireless equipment delivery terms, there may be charges associated with rush orders or expedited deliveries requested by GTA.

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

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

Verizon Wireless Response:
Noted and understood.

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

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

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

Verizon Wireless Response:
Noted and understood.

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

Verizon Wireless Response:
Noted and understood. Verizon Wireless has included an Agency Agreement as an Exhibit to this response.
3.3.1.4.i Reporting

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

Verizon Wireless Response:
Per GTA’s Questions and Answers document dated September 16, 2013, “Appendix K was a sample of the type of information GTA is seeking. GTA will need to negotiate the actual format after award.”

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

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

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

Verizon Wireless Response:
Noted and understood.

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

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

My Business Account provides a wide variety of comprehensive templated reports, such as:
Charges Reports - These reports can provide information on multiple or individual accounts. Titles of these reports include:

<table>
<thead>
<tr>
<th>Additional Charges Report</th>
<th>Airtime Charges Detail Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze Phone Charges – Account Number</td>
<td>Analyze Roaming Calls - Duration</td>
</tr>
<tr>
<td>Top 10 Most Expensive Calls</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>20 Longest Calls</th>
<th>Top 20 Out of Network Calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Call Detail Report – Account Number</td>
<td>Call Detail Report – User Name</td>
</tr>
<tr>
<td>Data Usage Report – Account Number</td>
<td>Grand Total Report</td>
</tr>
<tr>
<td>Mobile to Mobile Report – Account Number</td>
<td>Monthly Usage Report</td>
</tr>
<tr>
<td>Total Data Share Report</td>
<td>Unbilled Usage Report</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Billing Structure</th>
<th>Customer Invoice Management Report - Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deactivated MTN Report</td>
<td>Device Report</td>
</tr>
<tr>
<td>Global Summary</td>
<td>MTN Report</td>
</tr>
</tbody>
</table>

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

**Raw Data Download**

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

- **Account Summary** - Represents the account summary section of a statement.
- **Account and Wireless Charges Detail Summary** - Represents the wireless number charges section of a statement.
- **Account and Wireless Summary** - Represents the wireless number summary section of a statement.
- **Wireless Usage Detail** - Represents the usage section of a statement.
RDD is available after the bill statement date for the account with the latest bill cycle. For example:

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

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

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

**Verizon Wireless Response:**

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

3.3.1.4.j **Release of Information Consent**

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

**Verizon Wireless Response:**

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

3.3.1.5 **Services Features and Attributes**

**Grandfathered Services**

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

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

**New Service**

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

**Verizon Wireless Response:**

Not applicable.

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

**Verizon Wireless Response:**

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

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

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

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

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

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

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

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

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

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

3.4 **DESCRIPTION OF PRICING REQUIREMENTS**

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

**Grandfathered Services**

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

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

**New Services**

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

**Verizon Wireless Response:**
Not applicable.

3.4.1 **Competitive Rates**

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

**Verizon Wireless Response:**
Noted and understood. Although we do not offer Most Favored Nations (MFN) pricing, GTA may take advantage of standard lower priced Verizon Wireless plans that may become generally available for government customers.
Georgia Technology Authority
Response to Request for Proposal No. 9800-GTA794
Technical Proposal Supplemental Appendix

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

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

Verizon Wireless Response:
Noted and understood.

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

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

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

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

Verizon Wireless Response:
Noted and understood.

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

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

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

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

**Verizon Wireless Response:**
Noted and understood.

### 3.4.4 Administrative Fee

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

**Verizon Wireless Response:**
Noted and understood.
## Appendix D
### Qualified Contractor's Information

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

<table>
<thead>
<tr>
<th>Requested Information</th>
<th>Response</th>
</tr>
</thead>
</table>
| Qualified Contractor's Legal Name and Tax ID No. | Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Cellco Partnership d/b/a Verizon Wireless and Verizon Wireless of the East LP d/b/a Verizon Wireless  
Tax ID: 48-2190792 |
| Point of Contact (“POC”) Name, email address & phone # | Richard Long, National Account Manager  
Richard.Long@vzw.com  
404-210-4415 |
| POC's Company Address                       | One Verizon Place  
Alpharetta, GA 30004 |
Appendix E
Proposal Certification Letter

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

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

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

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

Verizon Wireless Response:

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

2. I certify on behalf of the Qualified Contractor that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Qualified Contractor.

3. I certify that the Qualified Contractor has not violated and will not violate the provisions of the Official Code of Georgia Annotated, Section 45-10-20 et seq. (Conflicts of Interest).
4. QUALIFIED CONTRACTOR MUST CHECK ONE OF THE CERTIFICATIONS BELOW:

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

OR

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

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

Authorized Signature ____________________________ Date 7/30/2013

Todd Loccisano

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

Print / Type Company Name
INSTRUCTIONS:

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

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

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

QUESTIONS:

1. Does Qualified Contractor certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes, but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.
   
   X YES NO

2. Does Qualified Contractor certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Qualified Contractor’s other business obligations?
   
   X YES NO

Verizon Wireless Response:

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

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

   (a) a judgment or conviction for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?
       
       YES X NO

   (b) a criminal investigation or indictment for any conduct constituting a felony under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Qualified Contractor’s knowledge)?
       
       YES X NO

   (c) an unsatisfied judgment, injunction or lien obtained by a Georgia state government State of Georgia recognized governmental entity including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government State of Georgia recognized governmental entity?
       
       YES X NO
(d) an investigation for a civil violation by any local, state or federal State of Georgia recognized governmental entity (to the best of Qualified Contractor's knowledge)?

_____YES  _X__NO

(e) a suspension, debarment or termination for cause from any local, state or federal government procurement process?

_____YES  _X__NO

Verizon Wireless Response:
No, to the best of our knowledge.

(f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract?

_____YES  _X__NO

Verizon Wireless Response:
No, to the best of our knowledge.

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

_____YES  _X__NO

Verizon Wireless Response:
No, to the best of our knowledge.

(h) an agreement to a voluntary exclusion from bidding/contracting on any local, state or federal procurement?

_____YES  _X__NO

Verizon Wireless Response:
No, to the best of our knowledge.

(i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal procurement (to the best of Qualified Contractor's knowledge)?

_____YES  _X__NO

(j) any bankruptcy proceeding?

_____YES  _X__NO

CERTIFICATION:

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

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

______________________________
Legal Name of Qualified Contractor Company

______________________________
Signature of Qualified Contractor’s Authorized Representative

______________________________
Todd Loccisano
Printed Name of Qualified Contractor’s Authorized Representative

______________________________
Executive Director
Enterprise & Government Contracts
Title

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

______________________________
State of Maryland
County of Howard

1 day of October 2013

KAREN CECILIA PUGH
Notary Public

My Commission Expires: 4/12/2015

Note: *As used herein, the term “to the best of Qualified Contractor’s knowledge” shall refer to the current actual knowledge of Qualified Contractor and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Qualified Contractor but does not impose upon Qualified Contractor any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertains. The fact that Qualified Contractors (or their principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, GTA will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the GTA to deem the bidder non-responsible in order to protect the interests of the GTA and/or the State.
Request for Proposal Number: 9800-GTA794, subsequent to RFQC 9800-00000794

Addendum Number: 01 Dated: September 17, 2013

Commodity or Service: Wireless

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

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

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

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

Note: Review Carefully!

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

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


Firm Name

Signature
Todd Loccisano, Executive Director - Enterprise & Government Contracts

Typed Name and Title

Date

Page 1 of 5
100 Peachtree Street • Suite 2300 • Atlanta, Georgia 30303-3404
www.gta.ga.com
Request for Proposal Number: 9800-GTA794, subsequent to RFOC 9800-000000794

Addendum Number: 02  Dated:  September 24, 2013

Commodity or Service: Wireless

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

RFP Release Date:  September 3, 2013

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

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

1) Delete Section 2.7 of the RFP in its entirety and replace with the following:
The “Term” of the resulting “Agreement” shall begin on the Effective Date and end on June 30, 2017. Thereafter, the “Agreement” may be renewed upon mutual agreement by Contractor and GTA on a year to year basis for up to Five (5) fiscal year periods (July 1-June 30).

2) In Appendix H to the RFP (the “Agreement”), delete section 3.1.

3) In Appendix H to the RFP (the “Agreement”), delete Attachment A, Contractor Plans.

Note: Review Carefully!

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

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

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

Firm Name

Signature  Todd Loccisano, Executive Director - Enterprise & Government Contracts

Typed Name and Title

Date  9/30/2013
Appendix G
Sales and Use Tax Compliance Form

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

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

Information Required:

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

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

Bidder's Federal Identification numbers  *See Below

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

Type of business activity preformed by the Bidder  Wireless Carrier

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

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

Affiliate Definition:

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

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

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

Affiliate's Federal Identification numbers  *See Below

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

Type of business activity preformed by the Affiliate  Wireless Carrier

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

(Use more pages if needed)
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<thead>
<tr>
<th>Entity Name</th>
<th>Federal EIN</th>
<th>GA Sales and Use Tax Number</th>
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<tbody>
<tr>
<td>ALLTEL Communications, LLC</td>
<td>71-0781563</td>
<td>200-033568</td>
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<td>Athens Cellular Inc</td>
<td>94-3058958</td>
<td>200-049404</td>
</tr>
<tr>
<td>Celico Partnership</td>
<td>22-3372889</td>
<td>200-049395</td>
</tr>
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<td>Southwestco Wireless LP</td>
<td>22-3381660</td>
<td>200-049410</td>
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<tr>
<td>Verizon Wireless (VAW) LLC</td>
<td>46-2190792</td>
<td>200-038037</td>
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<tr>
<td>Verizon Wireless of East LP</td>
<td>48-1262522</td>
<td>200-049425</td>
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<tr>
<td>VW Personal Communications LP</td>
<td>75-2681333</td>
<td>175-581898</td>
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<tr>
<td>Verizon Wireless Network Procurement</td>
<td>22-3825585</td>
<td>200-033568</td>
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<tr>
<td>Item #</td>
<td>RFP Reference</td>
<td>Issue</td>
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<tr>
<td>1</td>
<td>2.9.5 All material submitted regarding this RFP becomes the property of GTA.</td>
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<tr>
<td>2</td>
<td>3.3.1.2.d Software Applications</td>
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<td>3</td>
<td>3.3.1.5.b Lost or Stolen Equipment</td>
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<td>Item #</td>
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## Verizon
### RFP Clarifications

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<tr>
<th>Item #</th>
<th>RFP Reference</th>
<th>Response</th>
<th>Issue</th>
<th>Resolution</th>
<th>Issue Resolved?</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Activation Fees. This is in Pg. 11 of the Verizon Technical Response.</td>
<td>Verizon Wireless’ existing contract with GTA and any resulting new agreement between GTA and Verizon Wireless.</td>
<td>No, this is not a change to the technical proposal concerning penalties and fees. This policy refers to lost, stolen or damaged devices. This has been the policy in use since the inception of the current GTA contract.</td>
</tr>
</tbody>
</table>

**Equipment Replacement:** Should a State of Georgia recognized governmental entity notify Verizon Wireless of a lost, stolen or damaged phone that is out of warranty, Verizon Wireless will send a replacement device and charge the account a $100.00 replacement cost, or the then current government equipment price, whichever is less at the time of purchase, excluding rebates or promotions. For damaged devices, if the State of Georgia recognized governmental entity returns the

GTA is confused by the $100 replacement charge. Is this a change to the technical proposal concerning penalties and fees?

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

AGENCY SUBSCRIPTION AGREEMENT
GTA AGENCY AGREEMENT

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

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

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

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

VERIZON WIRELESS

By: __________________________________________

Name: Todd Loccisano

Title: Executive Director - Enterprise & Government Contracts

Date: ________________________________

AGENCY

By: __________________________________________

Name: ________________________________

Title: ________________________________

Date: ________________________________