

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

X

Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
Recommendations of Boards, Commissions & Committees (Green)
Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *DAH*

DATE: November 29, 2011 (COW)(B of T) December 1, 2011

TITLE: A Motion Authorizing the Execution of an Agreement with Verizon Wireless for Cellular Phone Services

SUBMITTED BY: Timothy Sexton, Director of Finance

BACKGROUND/POLICY IMPLICATIONS:

The Village's present cell phone service is with Nextel under the State of Illinois' contract pricing. Due to declining cellular coverage within the Village limits, we have tested alternative cell phone providers. This contract allows the Village to purchase under the State of Illinois' contract pricing and there are no early termination fees associated with this agreement.

The Finance Committee voted unanimously at their meeting on November 28, 2011 to recommend that the Village Board authorize the Village Manager to execute a three (3) year contract with Verizon Wireless.

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X <i>Timothy Sexton</i>	Date <u>11/28/11</u>
Village Manager X <i>David A. Hulseberg</i>	Date <u>11/29/11</u>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



MEMORANDUM

To: Village President and Board of Trustees

From: Timothy Sexton, Director of Finance

Date: November 29, 2011

Subject: Recommended Change for Cell Phone Provider

The Finance staff had reviewed various options for cell phone providers in order to reduce costs and receive better service. The current cellular coverage with Sprint/Nextel has consistently declined over the last several years. Various staff members tested several new phones from the cellular providers. It became clearly evident that the Verizon coverage was significantly better in the areas tested in Lombard.

The Nextel phones currently being used by Village staff are at least two years old and need to be replaced. The estimated cost for a Verizon flip phone is \$30-\$50 and a smart phone is approximately \$200. The total replacement cost based on the current inventory of Village cell phones is roughly \$9,000.

The Village's monthly cell phone bill averages approximately \$4200 per month. The Village will save an estimated \$300 to \$400 per month by switching to Verizon and their services will better fit our needs. Attached is a detailed spreadsheet of proposed Verizon Wireless monthly charges.

The Finance Committee voted unanimously at their meeting on November 28, 2011 to recommend that the Village Board authorize the Village Manager to execute a three (3) year contract with Verizon Wireless.

Verizon Wireless Local Government Entity Authorized User Agreement

Verizon Wireless and the State of Illinois, Department of Central Management Services, ("Customer") have entered into Master Services Agreement #PBC #08-33559, IPB Ref. #22016963 (Master Contract Number CMS033559P) for Statewide Wireless Services (the "Master Agreement") with an effective date beginning on March 9, 2010, and any and all attachments, amendments and/or addenda thereto. Pursuant to the terms and conditions of the Master Agreement, the Customer has designated the following government entity as an "Authorized User" and by execution of this Local Government Entity Authorized User Agreement ("User Agreement") the Authorized User is made a part thereof. This User Agreement is made by and between Celco Partnership, a Delaware General Partnership, having its principal place of business at One Verizon Way, Basking Ridge, NJ 07920-1097, on behalf of itself and its controlled and/or managed affiliates doing business as Verizon Wireless (collectively "Verizon Wireless") and Authorized User (identified below) (each a "Party" or jointly the "Parties") and becomes effective on the date executed by Verizon Wireless.

Authorized User			Verizon Wireless	
Government Agency Name: village of lombard			TO: Verizon Wireless 200 Allegheny Drive Warrendale, PA 15086 Attention: Midwest Area Contracts	CC: Verizon Wireless Legal & External Affairs Dept. 1515 E. Woodfield Road, Suite 1400 Schaumburg, IL 60173 Attention: Midwest Area Legal – B2B Contract Administration
Government Agency Address: 255 E Wilson Ave				
City: Lombard	State: IL	ZIP: 60148		
Fed. Tax ID #: 36-6005975			Authorized User's Authorized Contact(s)	
Address for Legal Notices (if different from above)			Name: David Hulseberg	
Name:			Address:	
Address:			Title: Village Manager	Phone: (630) 620-5700
			E-mail: hulsebergd@villageoflombard.org	
City:			Name: Larry McGhinnis	
State:			Address:	
ZIP:			Address:	
State of Illinois Joint Purchasing Program Number (Required For Participation): L3250-01			Title: IT Manager	Phone: (630) 873-4740
			E-mail: mcghinnisl@villageoflombard.org	

In accordance with the definitions, terms and conditions set forth in the Master Agreement, Authorized User, as a designated government entity, may purchase wireless services and products under the terms, conditions, and pricing established by the Master Agreement for Authorized User participation. Participation is further subject to any and all applicable local and/or municipal purchasing statutes and ordinances. The Authorized User states, acknowledges and agrees, as follows:

- (1) It is an Authorized User as defined under the terms of the Master Agreement;
- (2) It is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the Master Agreement and this User Agreement and any and all addenda and schedules as the Customer may specify from time to time;
- (3) It will provide documentation and substantiate Authorized User status as appropriate and as requested from time to time by Verizon Wireless;
- (4) It will ensure that this User Agreement will be used only in support of government business;
- (5) The undersigned is designated and granted authority to act on behalf of the Authorized User for any and all matters contemplated by Authorized User; and
- (6) The undersigned is duly authorized by the Authorized User to designate the above listed individual(s) (the "Authorized Contact(s)") who is (are) authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized User to the terms and conditions of this User Agreement, the Master Agreement, and execute Verizon Wireless Customer Agreements for lines of wireless service, subject to the additional terms and conditions included therein.

**VERIZON WIRELESS LOCAL GOVERNMENT ENTITY AUTHORIZED USER AGREEMENT
SIGNATURES**

Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its formation; (b) the execution, delivery and performance of this User Agreement have been duly authorized by all necessary governmental action to the extent applicable; and (c) the person signing this User Agreement on its behalf is duly authorized to bind it to this User Agreement. Authorized User further represents and warrants that it shall not sell or resell Verizon Wireless service to any third party unless it does so under a separate written agreement with Verizon Wireless. **AUTHORIZED USER ACKNOWLEDGES THAT UPON ACTIVATION OR CHANGE OF WIRELESS SERVICE OR EQUIPMENT, NOW OR IN THE FUTURE, THE CALLING PLAN, FEATURE, SERVICE AND EQUIPMENT TERMS, CONDITIONS AND PRICING APPLICABLE AT THE TIME OF ACTIVATION OR CHANGE SHALL APPLY TO ANY SUCH ACTIVATIONS OR CHANGES.**

AUTHORIZED USER		VERIZON WIRELESS	
Signature:	Date:	Signature:	Date:
Name: David Hulseberg		Name:	
Title: Village Manager		Title:	

ANY CHANGES TO THIS USER AGREEMENT MUST BE AGREED TO BY ALL PARTIES IN WRITING.

VERIZON WIRELESS USE ONLY BELOW

Sales Force ID	Master Contract #	CMS033559P	Version #	#20 - 06-18-2010
Sales Office ID	ECPD Profile ID #			
Sales Rep. Name	Contract ID #	280508265-00002	PBC #08-33559, IPB Ref. #22016963 Statewide Wireless Services	
Sales Mobile #	Existing Authorized User Acct. #:			

MUTUAL NONDISCLOSURE AGREEMENT

This Agreement, effective when executed by both Parties, is made between *Village of Lombard* ("Authorized User"), with offices located as specified on the face of the Verizon Wireless Local Government Entity Authorized User Agreement, as executed between the parties, and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, having an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 ("Verizon Wireless"), to protect Confidential Information (hereinafter defined) to be disclosed by the Parties to each other respecting a matter of mutual interest described as proprietary material as well as material subject to and protected by state or federal laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing Party from a third party under an obligation of confidentiality (the "Purpose"), please refer to section 1 below for further details.

1. To facilitate discussions, meetings and the conduct of business between the Parties respecting the Purpose, the Parties may disclose Confidential Information to each other. "Confidential Information" means information (in written, graphic, oral or other tangible or intangible form) concerning the disclosing Party's business, customers, products, services, trade secrets and personnel, and designated as confidential by the disclosing Party (if tangible information) by conspicuous markings or (if oral information) by announcement at the time of initial disclosure and written documentation thereof within 30 days thereafter, or if not so marked or announced and documented should reasonably have been understood as being confidential information of the disclosing Party either because of other legends or markings, the circumstances of disclosure or the nature of the information itself. Confidential Information may include proprietary material as well as material subject to and protected by state or federal laws regarding secrecy of communications or trade secrets, and may include information acquired by the disclosing Party from a third party under an obligation of confidentiality. To the extent not inconsistent with applicable law, information that is marked proprietary and confidential by Verizon Wireless, under an exception to the Freedom of Information ("FOI") laws, shall be considered Confidential Information and protected under this Agreement and applicable statutes.

2. Unless terminated earlier by written notice, the term of this Agreement shall be for three (3) years. The obligations hereunder respecting any Confidential Information shall extend for three (3) years following the date of disclosure of that Confidential Information, except that information disclosed by Verizon Wireless concerning its customers shall remain confidential forever. All such obligations hereunder shall survive any expiration or termination of this Agreement.

3. Each Party acknowledges and agrees as follows:

a. That all Confidential Information shall be and shall remain the exclusive property of the disclosing Party;

b. To inform the receiving Party, in advance of any disclosure of Confidential Information, in non-confidential terms, of the nature of the proposed disclosure, and to afford the receiving Party the option of declining to receive the Confidential Information;

c. Information which is disclosed orally shall not be considered Confidential Information unless it is reduced to writing or to a written summary which identifies the specific information to be considered as Confidential Information, and such writing is provided to the receiving Party at the time of disclosure or within thirty (30) days;

d. To receive in confidence any Confidential Information; to use such Confidential Information only for purposes of performing work, services or analysis related to the Purpose and for other purposes only upon terms as may be agreed upon by the Parties in writing;

e. To limit access to Confidential Information to a Party's employees, contractors, and agents who (i) have a need to know

the Confidential Information in order to participate in the Purpose; and (ii) have entered into a written agreement with the receiving Party that provides the same or greater protections to any Confidential Information as provided hereunder. Upon request, Authorized User shall provide a copy of each such agreement to Verizon Wireless; and

f. At the disclosing Party's request, to return promptly to the disclosing Party or to destroy any tangible copies of such Confidential Information, and make commercially reasonable efforts to erase all electronic or other intangible copies, and provide to the disclosing Party a list of all such material destroyed; provided, however, the receiving Party may retain Confidential Information as may reasonably form a part of the governance record of the receiving Party, and as necessary to comply with legal requirements pertaining to the retention of documents.

4. These obligations do not apply to Confidential Information that, as shown by reasonably documented proof:

a. Was in the other Party's possession prior to receipt from the disclosing Party;

b. Was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party;

c. Is or becomes publicly known without any breach of a confidential obligation by the receiving Party;

d. Was developed by the receiving Party without its having access to any of the other Party's Confidential Information;

e. Is authorized in writing by the disclosing Party to be released or is designated in writing by that Party as no longer being confidential or proprietary; or

f. Is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process.

5. Authorized User agrees that Verizon Wireless may disclose Confidential Information to an Affiliate, subject to the terms and conditions set forth herein. "Affiliate" means (i) an entity that controls, is controlled by, or is under common control with Verizon Wireless; and (ii) Vodafone Group PLC, its affiliates and partner networks.

6. Other than as required by law or as set forth in Section 3(e), neither Party, without the other Party's prior written consent, shall disclose to any person, or make a public announcement of, the existence of this Agreement or any of its terms, or discussions or negotiations relating to the Purpose or any Confidential Information.

7. If a Party ("Ordered Party") receives a request to disclose any Confidential Information of the other Party, whether pursuant to a valid subpoena or an order issued by a court or regulatory body, governmental body or any political subdivision thereof ("Ordering Party"), or a request under applicable FOI laws, and on advice of legal counsel that disclosure is required by law, then prior to disclosure, the Ordered Party shall (i) notify the other Party of the terms of such request and advice, (ii)

cooperate with the other Party in taking lawful steps to resist, narrow, or eliminate the need for such disclosure, and (iii) if disclosure is nonetheless required, work with the other Party to take into account the other Party's reasonable requirements as to its timing, content and manner of making or delivery and use best efforts to obtain a protective order or other binding assurance from the Ordering Party that confidential treatment shall be afforded to such portion of the Confidential Information as is required to be disclosed. The foregoing is without limitation of the other Party's ability to seek a protective order or other relief limiting such disclosure; in such a case, the Ordered Party shall cooperate in such efforts with the other Party.

8. All disclosures of Confidential Information between the Parties pursuant to this Agreement shall be made by or under the supervision of an Authorized Contact (s) or Designated Coordinator for each Party. Such Authorized Contact(s) or Designated Coordinators for the Parties are as indicated on the face of the Verizon Wireless Local Government Entity Authorized User Agreement, as executed between the Parties.

Each Party may change its Authorized Contact(s) or Designated Coordinator at any time during the term of this Agreement by notifying the Authorized Contact(s) or Designated Coordinator for the other Party in writing.

9. It is agreed that a violation of this Agreement may cause irreparable harm to the non-violating Party and that Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining the violating Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement. Absent a showing of willful violation of this Agreement, neither Party shall be liable to the other, whether in contract or in tort or otherwise, for special, indirect, incidental or consequential damages, including lost income or profits of any kind, even if such Party has been advised of the possibility thereof. In no event shall either Party be liable to the other for punitive or exemplary damages.

10. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information or derived products, or as an agreement, promise or representation by either Party to do business with the other or to do anything except as set out specifically in this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any choice of law or conflicts of law principles, and both Parties consent to the exclusive jurisdiction of the federal or state courts in Illinois.

12. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. This Agreement may be executed originally or by facsimile, and in counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same instrument. When so executed and delivered by each Party to the other, this Agreement shall become binding.

14. This Agreement is the entire agreement between the Parties, and supersedes all prior agreements and understandings, with respect to use and nondisclosure of Confidential Information pertaining to the Purpose. This Agreement may be amended only by a writing executed by both Parties, shall not be assigned or transferred by either Party

without the prior written consent of the other, and shall be binding on successors and permitted assigns of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

AUTHORIZED USER	
By:	
Name:	David Hulseberg
Title:	Village Manager
Date:	10/25/2011

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS	
By:	
Name:	
Title:	
Date:	

DAC Name	Price Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak Min (Includes AMA and M2M)	Off-Peak (Min Includes AMA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
PD	400 Voice Share F	\$30.38	304	1,048	1,352	186	44	100 Texts	\$0.99	\$31.37
PD	1000 Voice Share	\$55.70	178	738	916	402	387	Unlimited	\$12.00	\$67.70
FIRE	400 Voice Share F	\$30.38	122	728	850	99	122	300 Texts	\$1.99	\$32.37
PW	400 Voice Share F	\$30.38	123	714	837	57	15	100 Texts	\$0.99	\$31.37
PD	1000 Voice Share	\$55.70	91	712	803	598	476	Unlimited	\$12.00	\$67.70
PW	400 Voice Share F	\$30.38	70	705	775	190	30	100 Texts	\$0.99	\$31.37
FIRE	400 Voice Share F	\$30.38	419	333	752	84	22	100 Texts	\$0.99	\$31.37
PD	1000 Voice Share	\$55.70	91	651	742	305	287	300 Texts	\$1.99	\$57.69
VM	1000 Voice Share	\$55.70	42	646	688	327	243	300 Texts	\$1.99	\$57.69
FIRE	400 Voice Share F	\$30.38	256	428	684	249	82	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	104	567	671	164	115	300 Texts	\$1.99	\$32.37
PD	400 Voice Share F	\$30.38	357	274	631	524	13	100 Texts	\$0.99	\$31.37
FINANCE	400 Voice Share F	\$30.38	19	575	594	119	14	100 Texts	\$0.99	\$31.37
FIRE	1000 Voice Share	\$55.70	183	392	575	207	367	Unlimited	\$12.00	\$67.70
PD	400 Voice Share F	\$30.38	35	524	559	187	81	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	200	329	529	159	39	100 Texts	\$0.99	\$31.37
PW	1000 Voice Share	\$55.70	168	334	502	163	349	Unlimited	\$12.00	\$67.70
VM	1000 Voice Share	\$55.70	239	250	489	252	174	300 Texts	\$1.99	\$57.69
PW	400 Voice Share F	\$30.38	233	255	488	502	73	100 Texts	\$0.99	\$31.37
FIRE	400 Voice Share F	\$30.38	18	453	471	189	1	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	76	392	468	183	17	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	73	389	462	175	131	300 Texts	\$1.99	\$32.37
FIRE	400 Voice Share F	\$30.38	45	411	456	161	121	300 Texts	\$1.99	\$32.37
PW	400 Voice Share F	\$30.38	80	352	432	173	141	300 Texts	\$1.99	\$32.37
PD	400 Voice Share F	\$30.38	267	158	425	259	55	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	268	156	424	144	143	300 Texts	\$1.99	\$32.37
FIRE	400 Voice Share F	\$30.38	98	319	417	387	140	300 Texts	\$1.99	\$32.37
PW	400 Voice Share F	\$30.38	51	354	405	200	44	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	206	190	396	14	16	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	77	318	395	59	39	100 Texts	\$0.99	\$31.37
FIRE	400 Voice Share F	\$30.38	45	342	387	296	29	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	207	178	385	443	38	100 Texts	\$0.99	\$31.37
PD	1000 Voice Share	\$55.70	169	209	378	200	176	300 Texts	\$1.99	\$57.69
FIRE	400 Voice Share F	\$30.38	216	162	378	238	35	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	251	119	370	438	18	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	88	277	365	8	26	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	172	193	365	218	23	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	38	315	353	122	157	300 Texts	\$1.99	\$32.37
PW	400 Voice Share F	\$30.38	133	218	351	47	56	100 Texts	\$0.99	\$31.37

DAG Name	Price Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak Min (Includes AMA and M2M)	Off-Peak Min (Includes AMA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
FIRE	400 Voice Share F	\$30.38	117	227	344	170	74	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	167	162	329	119	150	300 Texts	\$1.99	\$32.37
FIRE	1000 Voice Share	\$55.70	99	229	328	223	205	300 Texts	\$1.99	\$57.69
PW	400 Voice Share F	\$30.38	88	235	323	85	116	300 Texts	\$1.99	\$32.37
PW	400 Voice Share F	\$30.38	110	211	321	35	55	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	150	161	311	156	14	100 Texts	\$0.99	\$31.37
PW	400 Voice Share F	\$30.38	77	227	304	41	69	100 Texts	\$0.99	\$31.37
PD	400 Voice Share F	\$30.38	45	258	303	96	14	100 Texts	\$0.99	\$31.37
CD	400 Voice Share F	\$30.38	21	280	301	99	24	100 Texts	\$0.99	\$31.37
			6,686		24,384				\$106.56	\$1,792.68
PW	National Flat Rate	\$18.06	26	151	177	105	326	Unlimited	\$12.00	\$30.06
PD	National Flat Rate	\$20.94	90	199	289	219	289	300 Texts	\$1.99	\$22.93
PD	National Flat Rate	\$18.12	109	152	261	343	259	300 Texts	\$1.99	\$20.11
PW	National Flat Rate	\$15.18	36	103	139	48	133	300 Texts	\$1.99	\$17.17
PW	National Flat Rate	\$14.16	189	86	275	92	65	100 Texts	\$0.99	\$15.15
PW	National Flat Rate	\$18.24	100	154	254	233	64	100 Texts	\$0.99	\$19.23
PD	National Flat Rate	\$19.74	36	179	215	53	63	100 Texts	\$0.99	\$20.73
PW	National Flat Rate	\$19.98	5	183	188	0	60	100 Texts	\$0.99	\$20.97
PD	National Flat Rate	\$18.60	10	160	170	148	42	100 Texts	\$0.99	\$19.59
FIRE	National Flat Rate	\$15.84	9	114	123	124	39	100 Texts	\$0.99	\$16.83
PD	National Flat Rate	\$16.74	45	129	174	49	36	100 Texts	\$0.99	\$17.73
PW	National Flat Rate	\$12.96	34	66	100	93	32	100 Texts	\$0.99	\$13.95
PW	National Flat Rate	\$15.00	110	100	210	288	28	100 Texts	\$0.99	\$15.99
PD	National Flat Rate	\$15.30	128	105	233	53	27	100 Texts	\$0.99	\$16.29
FIRE	National Flat Rate	\$19.32	68	172	240	91	24	100 Texts	\$0.99	\$20.31
PW	National Flat Rate	\$18.12	135	152	287	56	23	100 Texts	\$0.99	\$19.11
PW	National Flat Rate	\$14.46	50	91	141	31	23	100 Texts	\$0.99	\$15.45
FIRE	National Flat Rate	\$15.78	73	113	186	277	21	100 Texts	\$0.99	\$16.77
PD	National Flat Rate	\$10.80	93	30	123	39	20	100 Texts	\$0.99	\$11.79
PW	National Flat Rate	\$10.86	70	31	101	2	19	100 Texts	\$0.99	\$11.85
PW	National Flat Rate	\$13.92	44	82	126	33	18	100 Texts	\$0.99	\$14.91
FIRE	National Flat Rate	\$12.72	62	62	124	1	18	100 Texts	\$0.99	\$13.71
PW	National Flat Rate	\$22.32	47	222	269	31	17	100 Texts	\$0.99	\$23.31
FIRE	National Flat Rate	\$15.30	29	105	134	54	16	100 Texts	\$0.99	\$16.29
PW	National Flat Rate	\$14.16	15	86	101	0	16	100 Texts	\$0.99	\$15.15
FIRE	National Flat Rate	\$25.38	5	273	278	143	13	100 Texts	\$0.99	\$26.37
PD	National Flat Rate	\$14.34	14	89	103	12	13	100 Texts	\$0.99	\$15.33
FIRE	National Flat Rate	\$24.84	30	264	294	199	12	100 Texts	\$0.99	\$25.83
PW	National Flat Rate	\$18.24	27	154	181	165	12	100 Texts	\$0.99	\$19.23

DAG Name	Price Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak (Includes AMA and M2M)	Off-Peak Min (Includes AMA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
PW	National Flat Rate	\$18.84	5	164	169	17	12	100 Texts	\$0.99	\$19.83
CD	National Flat Rate	\$13.20	37	70	107	0	12	100 Texts	\$0.99	\$14.19
CD	National Flat Rate	\$10.50	114	25	139	23	10	100 Texts	\$0.99	\$11.49
CD	National Flat Rate	\$14.82	4	97	101	3	10	100 Texts	\$0.99	\$15.81
PD	National Flat Rate	\$15.06	6	101	107	11	9	100 Texts	\$0.99	\$16.05
FIRE	National Flat Rate	\$14.10	22	85	107	53	9	100 Texts	\$0.99	\$15.09
PD	National Flat Rate	\$9.36	136	6	142	75	7	100 Texts	\$0.99	\$10.35
PD	National Flat Rate	\$15.36	16	106	122	35	3	100 Texts	\$0.99	\$16.35
PW	National Flat Rate	\$16.44	46	124	170	1	2	100 Texts	\$0.99	\$17.43
PW	National Flat Rate	\$21.18	0	203	203	160	1	100 Texts	\$0.99	\$22.17
PW	National Flat Rate	\$14.46	29	91	120	20	1	100 Texts	\$0.99	\$15.45
PW	National Flat Rate	\$22.92	22	232	254	40	0	100 Texts	\$0.99	\$23.91
PW	National Flat Rate	\$20.46	46	191	237	23	0	100 Texts	\$0.99	\$21.45
CD	National Flat Rate	\$17.52	1	142	143	143	0	100 Texts	\$0.99	\$18.51
CD	National Flat Rate	\$16.02	24	117	141	124	0	100 Texts	\$0.99	\$17.01
PW	National Flat Rate	\$14.28	35	88	123	0	0	100 Texts	\$0.99	\$15.27
	5,649		2,232		7,881					\$802.50
FINANCE	Flat Rate .06/Min	\$3.36	10	30	40	16	111	300 Texts	\$1.99	\$5.35
FIRE	Flat Rate .06/Min	\$3.66	35	25	60	1	94	100 Texts	\$0.99	\$4.65
PD	Flat Rate .06/Min	\$8.88		46	97	51	51	100 Texts	\$0.99	\$9.87
PW	Flat Rate .06/Min	\$3.00	7	30	37	13	33	100 Texts	\$0.99	\$3.99
PD	Flat Rate .06/Min	\$6.42	5	77	82	25	26	100 Texts	\$0.99	\$7.41
FIRE	Flat Rate .06/Min	\$4.38	11	35	46	27	26	100 Texts	\$0.99	\$5.37
PD	Flat Rate .06/Min	\$4.50	31	26	57	18	25	100 Texts	\$0.99	\$5.49
FIRE	Flat Rate .06/Min	\$7.26	13	7	20	101	25	100 Texts	\$0.99	\$8.25
PD	Flat Rate .06/Min	\$4.44	20	35	55	19	20	100 Texts	\$0.99	\$5.43
PW	Flat Rate .06/Min	\$3.90	14	30	44	21	16	100 Texts	\$0.99	\$4.89
CD	Flat Rate .06/Min	\$6.24	33	61	94	10	15	100 Texts	\$0.99	\$7.23
FIRE	Flat Rate .06/Min	\$0.00		0	0	0	15	100 Texts	\$0.99	\$0.99
PD	Flat Rate .06/Min	\$6.36	57	28	85	21	14	100 Texts	\$0.99	\$7.35
PW	Flat Rate .06/Min	\$3.78	17	41	58	5	14	100 Texts	\$0.99	\$4.77
FIRE	Flat Rate .06/Min	\$0.36	4	1	5	1	14	100 Texts	\$0.99	\$1.35
VM	Flat Rate .06/Min	\$3.00	23	23	46	4	13	100 Texts	\$0.99	\$3.99
FIRE	Flat Rate .06/Min	\$5.94	3	58	61	38	12	100 Texts	\$0.99	\$6.93
PW	Flat Rate .06/Min	\$3.18	17	36	53	0	12	100 Texts	\$0.99	\$4.17
PD	Flat Rate .06/Min	\$3.60	46	6	52	8	12	100 Texts	\$0.99	\$4.59
PW	Flat Rate .06/Min	\$0.36		4	4	2	11	100 Texts	\$0.99	\$1.35
PW	Flat Rate .06/Min	\$6.18	22	34	56	47	10	100 Texts	\$0.99	\$7.17

DAG Name	Price Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak Min (Includes AMA and M2M)	OffPeak Min (Includes AMA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
FIRE	Flat Rate .06/Min	\$8.76	6	6	55	91	10	100 Texts	\$0.99	\$9.75
IC DAC N	Flat Rate .06/Min	\$3.24	19	26	45	9	10	100 Texts	\$0.99	\$4.23
FIRE	Flat Rate .06/Min	\$1.74	19	4	23	6	10	100 Texts	\$0.99	\$2.73
PW	Flat Rate .06/Min	\$4.92	35	22	57	25	9	100 Texts	\$0.99	\$5.91
PW	Flat Rate .06/Min	\$6.96	6	77	83	33	8	100 Texts	\$0.99	\$7.95
PD	Flat Rate .06/Min	\$5.28	12	63	75	13	8	100 Texts	\$0.99	\$6.27
PD	Flat Rate .06/Min	\$6.36	33	64	97	9	7	100 Texts	\$0.99	\$7.35
PW	Flat Rate .06/Min	\$6.78	48	48	96	17	7	100 Texts	\$0.99	\$7.77
PW	Flat Rate .06/Min	\$6.78	42	25	67	46	7	100 Texts	\$0.99	\$7.77
PW	Flat Rate .06/Min	\$5.16	20	42	62	24	7	100 Texts	\$0.99	\$6.15
FIRE	Flat Rate .06/Min	\$4.08	15	53	68	0	4	100 Texts	\$0.99	\$5.07
CD	Flat Rate .06/Min	\$0.00	0	0	0	0	4	100 Texts	\$0.99	\$0.99
PW	Flat Rate .06/Min	\$3.60	20	40	60	0	3	100 Texts	\$0.99	\$4.59
PD	Flat Rate .06/Min	\$2.10	34	1	35	0	3	100 Texts	\$0.99	\$3.09
VM	Flat Rate .06/Min	\$4.26	41	29	70	1	2	100 Texts	\$0.99	\$5.25
FINANCE	Flat Rate .06/Min	\$1.98	10	21	31	2	2	100 Texts	\$0.99	\$2.97
PD	Flat Rate .06/Min	\$0.96	10	6	16	0	2	100 Texts	\$0.99	\$1.95
PW	Flat Rate .06/Min	\$2.94	21	17	38	11	1	100 Texts	\$0.99	\$3.93
PD	Flat Rate .06/Min	\$1.32	21	21	21	1	1	100 Texts	\$0.99	\$2.31
FINANCE	Flat Rate .06/Min	\$1.20	9	11	20	0	1	100 Texts	\$0.99	\$2.19
PD	Flat Rate .06/Min	\$2.40	4	8	12	28	1	100 Texts	\$0.99	\$3.39
CD	Flat Rate .06/Min	\$0.00	0	0	0	0	1	100 Texts	\$0.99	\$0.99
CD	Flat Rate .06/Min	\$7.92	82	82	82	50	0	100 Texts	\$0.99	\$8.91
PD	Flat Rate .06/Min	\$7.86	7	71	78	53	0	100 Texts	\$0.99	\$8.85
PW	Flat Rate .06/Min	\$3.24	17	37	54	0	0	100 Texts	\$0.99	\$4.23
FINANCE	Flat Rate .06/Min	\$2.94	49	49	49	0	0	100 Texts	\$0.99	\$3.93
CD	Flat Rate .06/Min	\$2.10	35	35	35	0	0	100 Texts	\$0.99	\$3.09
FIRE	Flat Rate .06/Min	\$3.06	5	25	30	21	0	100 Texts	\$0.99	\$4.05
CD	Flat Rate .06/Min	\$1.26	15	6	21	0	0	100 Texts	\$0.99	\$2.25
FIRE	Flat Rate .06/Min	\$1.56	20	20	20	6	0	100 Texts	\$0.99	\$2.55
PW	Flat Rate .06/Min	\$4.86	14	6	20	61	0	100 Texts	\$0.99	\$5.85
PD	Flat Rate .06/Min	\$1.08	12	6	18	0	0	100 Texts	\$0.99	\$2.07
PW	Flat Rate .06/Min	\$0.96	5	9	14	2	0	100 Texts	\$0.99	\$1.95
FIRE	Flat Rate .06/Min	\$0.78	6	7	13	0	0	100 Texts	\$0.99	\$1.77
PD	Flat Rate .06/Min	\$1.26	3	9	12	9	0	100 Texts	\$0.99	\$2.25
FIRE	Flat Rate .06/Min	\$0.72	11	1	12	0	0	100 Texts	\$0.99	\$1.71
PW	Flat Rate .06/Min	\$6.48	2	8	10	98	0	100 Texts	\$0.99	\$7.47
FIRE	Flat Rate .06/Min	\$0.60	9	1	10	0	0	100 Texts	\$0.99	\$1.59
PW	Flat Rate .06/Min	\$0.54	8	1	9	0	0	100 Texts	\$0.99	\$1.53

DAC Name	Price/Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak Min (Includes AMA and M2M)	Off Peak Min (Includes AMA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
CD	Flat Rate .06/Min	\$0.48	8	8	0	0	0	100 Texts	\$0.99	\$1.47
FIRE	Flat Rate .06/Min	\$0.48	5	2	7	1	0	100 Texts	\$0.99	\$1.47
FIRE	Flat Rate .06/Min	\$0.36	6	0	6	0	0	100 Texts	\$0.99	\$1.35
FIRE	Flat Rate .06/Min	\$0.18	3	3	3	0	0	100 Texts	\$0.99	\$1.17
FINANCE	Flat Rate .06/Min	\$0.12	1	1	2	0	0	100 Texts	\$0.99	\$1.11
PD	Flat Rate .06/Min	\$0.24	1	1	3	0	0	100 Texts	\$0.99	\$1.23
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PW	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PW	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
FIRE	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
CD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
IC DAC N	Flat Rate .06/Min	\$37.99	0	0	0	0	0		\$0.00	\$37.99
PD	Flat Rate .06/Min	\$1.32	0	0	22	0	0		\$0.00	\$1.32
FIRE	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
VM	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
FIRE	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
FINANCE	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.18	0	0	0	3	0		\$0.00	\$0.18
FIRE	Flat Rate .06/Min	\$0.12	0	0	0	2	0		\$0.00	\$0.12
CD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
FIRE	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00
PD	Flat Rate .06/Min	\$0.00	0	0	0	0	0		\$0.00	\$0.00

2,597

1,075

\$324.65

DAC Name	Price Plan Description	Access Charge	Peak M2M Min	Peak Min less Peak AMA and	Peak Min (Includes AWA and M2M)	Off-Peak Min (Includes AWA and M2M)	Text Messages	Text Package	Text Message Charge	Total MRC
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39 at 400 MIN	\$ 1,184.82									
9 at 1000 MIN	\$ 501.30									
45 at Natl Flat R	\$ 405.00									
5,649 Min	\$ 338.94									
85 at Flat Rate	\$ -									
3,672 Min	\$ 220.32									
5 Unlimited Text	\$ 60.00									
19 (300 Texts)	\$ 37.81									
135 (100 Texts)	\$ 133.65									
21 (Unlimited Da	\$ 499.59									
1 (Unlimited MIB	\$ 37.99									
	\$ 3,419.42									

Proposed VZW Charges
Current Sprint Charges

\$4,225.93