



**Commonwealth of Virginia  
Virginia Information Technologies Agency**

**CELLULAR TELEPHONE SERVICES**

**MANDATORY USE CONTRACT**

**DATE:** April 10, 2009

**CONTRACT #:** VA-020901-ALTL

**VENDOR:** Alltel  
9201 Arboretum Parkway  
Suite 200  
Richmond VA, 23236

**CONTACT:** Roland Diermeier  
Phone: 804-840-5000  
Email: [roland.diermeier@alltel.com](mailto:roland.diermeier@alltel.com)

**FIN #:** 34-0868285

**TERM:** MONTH-TO-MONTH beginning 4/1/09 until terminated or replaced

**DELIVERY:** 15 Days for Equipment

**FOB:** Destination

**PAYMENT:** 30 Days

**Technical Information:**

Lisa Nicholson  
Telecommunications Division, VITA  
804-416-6202  
Email: [lisa.nicholson@vita.virginia.gov](mailto:lisa.nicholson@vita.virginia.gov)

NOTE: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this agreement.

NOTE: Toll free trouble reporting number, 1-800-473-2355, or 611 from a cellular phone.

NOTE: Use of this contract by State Agencies and Institutions of Higher Education is **MANDATORY**, and is optional for Localities and other public bodies.

**CONTRACT #VA-020901-ALTL**  
**EXTRACT CHANGE LOG**

Change No.	Description of Change	Effective Date
1	To add Alltel Federal ID number	10/21/02
2	To update Ordering information	04/28/03
3	To update VITA information	07/01/03
4	To add eVA ordering for equipment	11/07/03
5	Update Federal Universal Service Fee (FUSF)	12/04/03
6	To add Touch2 to Talk Feature to contract	4/19/04
7	Establishes an additional Touch2Talk rate plan	8/26/04
8	Extends contract term	9/16/04
9	Adds 1000 off-peak minutes at no additional cost for Rate Plans beginning at \$20.50 and above	4/1/05
10	Revises ordering process to include equipment on TSRs and National Rate Minute Plans to contract	4/14/05
11	Adds Blackberry services to the contract	5/31/05
12	Updates Supplier's contact information	6/16/05
13	Adds Touch2Talk and Wireless Data Services to Contract	7/6/05
14	Extends contract term	7/17/05
15	Revises FUSF and pricing for Blackberry Services	7/25/05
16	Updates page 1 of Mod 12 and corrects unit pricing for item 4	8/12/05
17	Mod 15 revises Blackberry service pricing	9/12/05
18	Mod 16 adds additional Blackberry and other services to contract	11/29/05
19	Mod 17 adds additional services to the contract	3/21/06
20	Mod 18 adds additional services to the contract	5/31/06
21	Mod 19 adds Blackberry services from US Cellular in Zone 7	6/27/06
22	Mod 20 extends contract term	9/17/06
23	Mod 21 adds new pricing for National Rate & new discounts for phone and accessories	10/18/06
24	Mod 23 adds changes in current fee structure	11/29/06
25	Mod 24 allows Alltel to change the USF fee in specified zones, quarterly with notification to VITA	2/22/07
26	Mod 25 establishes rate for Blackberry Monthly Fee for unlimited Nationwide service in specified zones	2/22/07
27	Mod 26 Adds cited Axxcess Enterprise & Telemetry service plans for specified zones	2/22/07
28	Mod 27 extends contract for 6 months	9/17/07
29	Mod 28 extends contract for 6 months	3/17/08

30	Mod 29 structure changes	8/13/07
31	Mod 30 adds additional pooling language to the contract and updates wireless data language	2/7/08
32	Mod 31 adds additional pooling options to the contract	2/22/08
33	Mod 32 adds additional terms and conditions for non-pooled plans to the contract	8/8/08
34	Mod 33 extends contract through 3/31/09; updates Paragraph 6 entitled "Volume Discount" and adds Wireless Priority Service to the contract	8/15/08
35	Update's VITA's technical contact information	10/24/08
36	Contract running month to month beginning 4/1/09 until further notice or contract is replaced	4/1/09

## ORDERS

### **ALL ORDERS FOR SERVICES SHALL BE SENT TO:**

MR. PAUL HOPPES  
VITA  
Meadowville Technology Park  
11751 Meadowville Lane  
First Floor  
Chester, VA 23836  
804-416-6200

Telecommunications Services Request Form can be found on our website:

<http://www.vita.virginia.gov/docs/forms/tsrChoice.cfm>

Ordering, billing and vendor invoice reconciliation for **SERVICES and EQUIPMENT** will be handled by VITA

For Rate Information: <http://www.asd.virginia.gov/contract/cellular/default.asp>

## **PRIME CONTRACTOR RESPONSIBILITY**

**If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.**

**TABLE 1  
to Attachment "A"  
Contract VA-020901-ALTL**

<b>COMMONWEALTH OF VIRGINIA RATE PLANS</b>						
	Monthly Access	Package Minutes	Overage	Toll Included	Coverage Area	Roaming Airtime w/ LD
Analog	\$9.95	0	\$0.20	VA/DC	VA and DC	\$0.59
Digital	\$9.95	0	\$0.17	VA/DC	VA and DC	\$0.59
Analog	\$20.50	100	\$0.20	VA/ DC	VA- DC	\$0.59
Digital	\$20.50	200	\$0.17	VA/DC	VA- DC	\$0.59
Digital	\$34.95	600	\$0.17	VA/ DC	VA- DC	0.59
Digital	\$49.95	1050	\$0.17	VA/ DC	VA- DC	0.59
Digital	\$74.95	1750	\$0.17	VA/ DC	VA- DC	0.59
Digital Regional ALLTEL and all zones	\$44.95	500	\$0.20	Y- while in regional coverage area (\$0.25 toll outside of coverage area)	MD-FL for ALLTEL ME -FL Zone 4 ME- FL Zone 5 PA- FL Zone 7	0.59 (plus \$0.25 toll)
Digital Total Freedom- ALLTEL Including Zone 5 and 7	\$49.95	350	\$0.35	Yes	United States	n/a
Digital Total Freedom- Zone 4	\$49.99	350	\$0.39	Yes	United States	n/a
Digital Total Freedom- ALLTEL Including Zone 5 and 7	\$99.95	900	\$0.25	Yes	United States	n/a
Digital Total Freedom- Zone 4	\$100.00	900	\$0.25	Yes	United States	n/a
Minimum of 6000 access lines will be required.						
<b>ADDERS</b>				<b>FEEES</b>		
	Monthly Access	Package Minutes				Monthly Charge per line
Enhanced Voice Mail	Included				USF ALLTEL Zone 4 Zone 5 Zone 7	\$0.88 \$0.55 \$0.48 \$0.52
Caller ID	Included				Directory Assistance (Charge per Initiated phone call) ALLTEL and Zone 5 Zone 4 Zone 7	\$1.25 \$1.29 \$0.99
3-Way Calling	Included				Land-Line Termination	\$0.00
Call Forwarding	Included					
Call Waiting	Included					
Mobile to Mobile Calls (Based on Switched local area)	\$4.95	300 Analog/ 500 Digital				
Internet Email Access	\$4.95					
Numeric or Short Message Paging	\$4.95					
Flat Rate Toll Free Option Only available on new lines of service activated with ALLTEL (Richmond) phone numbers	\$2.95					

**Table 1 (Continued)  
to Attachment "A"  
Contract VA-020901-ALTL**

**COMMONWEALTH OF VIRGINIA EQUIPMENT AND ACCESSORIES PRICE LIST**

Item	Model	Manufacturer	Description	Lease or Purchase	Unit Price
Zones 1 - 8 (except Zone 4)	5185l	Nokia	tri-mode phone	purchase	\$ 49.95
Cingular	5165	Nokia	tri-mode phone	purchase	\$ 49.95
Zone 1, 2, 3, 6, and 8	5135	Kyocera	tri-mode phone	purchase	\$ 99.95
Zone 5	3285	Nokia	tri-mode phone	purchase	\$ 99.95
Zone 7	V120	Motorola	tri-mode phone	purchase	\$ 99.95
Cingular	3360	Nokia	tri-mode phone	purchase	\$ 99.95
Zones 1, 2, 3, 5, 6, and 8	270c	Motorola	tri-mode phone	purchase	\$ 149.95
Zone 7	V60	Motorola	tri-mode phone	purchase	\$ 149.95
Cingular	8260	Nokia	tri-mode phone	purchase	\$ 149.95

During the duration of the contract, handsets may be replaced with new models. ALLTEL will, at all times, provide handsets that fall into the category of good, better and best standards. ALLTEL does provide additional models within each category that may vary in price due to features and functionality of the handsets. Please contact your local state representative for pricing information.

Accessories	Price	Zones
Cigarette Lighter Adapters	\$ 25.00	All
Cases/Belt Clips/Holsters	\$ 15.00	All
Headset	\$ 30.00	All
Desktop Charges	\$ 65.00	All
Batteries- standard lithium ion	\$ 60.00	All
Hands Free Car kits	\$ 175.00	All
Zero-install hands free car kits	\$ 85.00	All

Additional accessories that are on the above list are also available. Please contact local state representative for pricing information.

**MODIFICATION #33  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #33 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #33 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference, Page 13 of 29, Paragraph 40, entitled "Term", Page 16 of 29, Paragraph 50 entitled "Modifications" and Page 2 of 29, Paragraph 6 entitled "Volume Discount"**

1. Contract Extension

The parties agree to extend the current agreement thru March 31, 2009. The Commonwealth reserves the right to renew this agreement for either:

- a. an additional six (6) month term with an option for month to month service thereafter ; or
- b. continuation of the contract on a month to month basis

2. Volume Discount

The Contractor agrees to the volume discount to a rate of 17% from the monthly correct bill amount for the remainder of the contract and all extensions.

3. Wireless Priority Service

The Contractor agrees to provide "Wireless Priority Service (WPS)" which provides higher priority to calls during national disaster or emergencies, to those users who qualify thru the National Communications Systems (NCS). This service is not available for data, Touch-2-Talk or GSM services. The cost of this service, for qualified users, is \$4.50 per month, in addition to any other charges for plans or features.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: Grace Rector

TITLE: Director - National Accounts

DATE: 08/08/08

COMMONWEALTH OF VIRGINIA

BY: J.B. Edmonds

NAME: J.B. Edmonds

TITLE: Manager

DATE: 8/15/08

**MODIFICATION #32  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #32 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #32 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**I. Non-Pooled Plans**

The following rate plans replace the existing "National", "Total Freedom" Plans. Changes are made to correct a pricing error in Modification #31 and to clarify certain features.

Total Freedom Stand Alone								
VITA Cost	\$35.99	\$44.99	\$53.99	\$71.99	\$89.99	\$134.99	\$179.99	\$269.99
Package Minutes Included	200	350	500	650	900	1,500	2,000	3,000
Post Package Rate	\$0.40	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.25	\$0.20
Toll-free calling	included							
Free nights and weekend	1000	1000	1000	1000	1000	1000	1000	1000
Mobile to Mobile Minutes	1000	1000	1000	1000	1000	1000	1000	1000
My Circle	5	10	10	10	20	20	20	20

**Non-Pooled "Total Freedom" Plans include, at no additional charge:**

- 1000 Night and weekend minutes (per month)
- 1000 Mobile to Mobile minutes (Alltel to Alltel, Per month)
- 3-way calling
- Enhanced Voicemail
- Call Forwarding
- Call Waiting
- Caller ID
- No Answer Transfer
- Free Nationwide Long Distance

**Additional:**

- My Circle requires lines to be grouped into separate accounts with the MyCircle list of numbers associated with that entire account and administered by a Commonwealth designated administrator for that account.
- Blackberry (Personal, Enterprise or Enterprise Plus), Office Sync (Personal or Enterprise) or Unlimited Access Mobile link can be added to any plan for \$39.99
- 300 Text or Picture Messages can be added to any plan for \$3.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: Grace Rector

TITLE: Director - National Accounts

DATE: 08/08/08

COMMONWEALTH OF VIRGINIA

BY: J.B. Edmonds

NAME: J.B. Edmonds

TITLE: Manager

DATE: 8/8/08

**MODIFICATION #31  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #30 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #31 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Pooling Plan Additions**

Both parties agree to: The following additions in service and current fee structure for Alltel service areas under the contract. All pooling plans agreed to in this modification require all phones in a pool to be on the same pooled minute plan.

<b>Total Freedom Pooling</b>	<b>\$39.99</b>	<b>\$49.99</b>	<b>\$59.99</b>	<b>\$79.99</b>	<b>\$99.99</b>	<b>\$149.99</b>	<b>\$199.99</b>	<b>\$299.99</b>
<b>COV pricing</b>	<b>\$35.99</b>	<b>\$44.99</b>	<b>\$53.99</b>	<b>\$71.99</b>	<b>\$89.99</b>	<b>\$134.99</b>	<b>\$179.99</b>	<b>\$269.99</b>
Package Minutes Pooled	350	500	650	900	1,200	1,800	2,500	4,000
Post Package Rate	\$0.40	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.25	\$0.25
Toll-free calling	included	included	included	included	included	included	included	included
Free Nights & Weekends								
Minutes	1000	1000	1000	1000	1000	1000	1000	1000
Free Alltel Mobile to Mobile								
Minutes	1000	1000	1000	1000	1000	1000	1000	1000
My Circle Numbers	10	10	10	10	20	20	20	20

<b>Greater Freedom Pooling</b>	<b>\$29.99</b>	<b>\$39.99</b>	<b>\$49.99</b>	<b>\$59.99</b>	<b>\$79.99</b>	<b>\$99.99</b>	<b>\$149.99</b>	<b>\$199.99</b>
<b>COV Pricing</b>	<b>\$26.99</b>	<b>\$35.99</b>	<b>\$44.99</b>	<b>\$53.99</b>	<b>\$71.99</b>	<b>\$89.99</b>	<b>\$134.99</b>	<b>\$179.99</b>
Greater Freedom minutes	300	700	1,000	1,200	1,600	2,200	4,500	6,500
Post Package Rate	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Toll-free calling	included	included						
Roam Air Rate	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59	\$0.59
Roam Toll Rate	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Free Nights & Weekends	None	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Free Alltel Mobile to Mobile	None	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
My Circle Numbers	10	10	10	10	20	20	20	20

**All Pooling plans includes:**

- Greater Freedom = Free Long Distance for calls originating from within Virginia
  - Total Freedom = Free Nationwide Long Distance
- My Circle (Unlimited calling to any numbers on any network)
- Nights and Weekend Minutes included as noted above
- Caller ID
- Enhanced Voice Mail
- 3-way Calling
- Call Forwarding
- Call Waiting
- No Answer Transfer

**Additional**

- My Circle Numbers are per pool, each pool to have a separate account number
- Blackberry (Personal, Enterprise or Enterprise Plus), Office Sync (Personal or Enterprise) or Unlimited Access Mobile link can be added to any plan for \$39.99
- 300 Text or Picture Messages can be added to any plan for \$3.00

**2. Non-Pooled Plans**

The following rate plans replace the existing "National", "Total Freedom" Plans.

Total Freedom Stand Alone	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99	\$299.99
VITA Cost	\$36.99	\$44.99	\$53.99	\$71.99	\$89.99	\$134.99	\$179.99	\$269.99
Package Minutes Included	350	500	650	900	1,200	1,800	2,500	4,000
Post Package Rate	\$0.40	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.25	\$0.25
Toll-free calling	included							
Free nights and weekend	1000	1000	1000	1000	1000	1000	1000	1000
Mobile to Mobile Minutes	1000	1000	1000	1000	1000	1000	1000	1000

- Existing "National 200" or "Total Freedom 200" customers will be transitioned by Alltel to the "Total Freedom 350" plan.
- Existing "National 1200" or "Total Freedom 1200" customers will be transitioned by Alltel to the "Total Freedom 1500" plan.
- Existing "National 1500" or "Total Freedom 1500" customers will be transitioned by Alltel to the "Total Freedom 1800" plan.
- Existing "National 2000" or "Total Freedom 2000" customers will be transitioned by Alltel to the "Total Freedom 2500" plan.
- Existing "National 3000" or "Total Freedom 3000" customers will be transitioned by Alltel to the "Total Freedom 4000" plan.

**Non-Pooled "Total Freedom" Plans include, at no additional charge:**

- 1000 Night and weekend minutes (per month)
- 1000 Mobile to Mobile minutes (Alltel to Alltel, Per month)
- 3-way calling
- Enhanced Voicemail
- Call Forwarding
- Call Waiting
- Caller ID
- No Answer Transfer
- Free Nationwide Long Distance

**Additional:**

- My Circle requires lines to be grouped into separate accounts with the MyCircle list of numbers associated with that entire account and administered by a Commonwealth designated administrator for that account.
- Blackberry (Personal, Enterprise or Enterprise Plus), Office Sync (Personal or Enterprise) or Unlimited Access Mobile link can be added to any plan for \$39.99
- 300 Text or Picture Messages can be added to any plan for \$3.00

**3. Nights and Weekends**

**Unless otherwise specifically excepted, the following definitions apply to all plans provided for in this contract:**

- Nights are defined as 9:00 p.m. to 5:59 a.m.
- Weekends are defined as 9:00 p.m. Friday until 5:59 a.m. Monday.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCTS

DATE: 2/14/08

COMMONWEALTH OF VIRGINIA

BY: Philip L. Pippert

NAME: PHILIP L. PIPPERT

TITLE: ASSOCIATE DIRECTOR, SCM

DATE: 2/22/08

**MODIFICATION #30  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALTEL COMMUNICATIONS**

This MODIFICATION #30 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #30 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Pooling Plan Additions**

Both parties agree to: The following additions in service and current fee structure for Alltel service areas under the contract. All pooling plans agreed to in this modification require all phones in a pool to be on the same pooled minute plan.

**Smart Choice Pooling Plans (National On-Network voice minutes with an unlimited data plan)**

<b>National Smart Choice/Data Plans COV Pricing</b>	<b>\$70.00</b>	<b>\$110.00</b>
Package Minutes	500	1,200
Additional Minutes	\$0.25	\$0.25
Toll-free calling	included	included
Roam Air Rate	\$0.59	\$0.59
Roam Toll Rate	\$0.40	\$0.40

\* The 500 plan at \$63.00 includes:

1. No Text messaging. This can be added for \$5.99
2. Nights and Weekends start at 9:00 p.m.

**The Smart Choice Pooling plans includes:**

- Free Long Distance for calls originating from within Virginia
- My Circle (Unlimited calling to any 10 numbers on any network)
- Blackberry (Personal, Enterprise or Enterprise Plus), Office Sync (Personal or Enterprise) or Unlimited Access Mobile link included
- Unlimited Nights and Weekend Minutes starting at 7pm, except as noted above
- Caller ID
- Voice Mail
- 3-way Calling
- Call Waiting
- No Answer Transfer

**2. Wireless Data**

- a. The Contractor shall provide a static IP address on all wireless data devices delivered under the contract. This process will add an additional 5 to 7 days to the processing of the orders.
- b. The rate for Wireless Data (Access Mobile Link or Access Enterprise) is hereby reduced to \$37.99 per month for unlimited access.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace ReCTOR

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 1/31/08

COMMONWEALTH OF VIRGINIA

BY: Doug Crenshaw

NAME: Doug Crenshaw

TITLE: Sourcing Manager

DATE: 2/5/08

**MODIFICATION #29  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #29 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #29 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to: The following changes in current fee structure:

Zone 1,2,3,5,6,8:

Blackberry Tethering Monthly Fee \$10.00.

Software available for Customer downloads at the following URL: <http://alltelrim.quicklinkmobile.com/>

Phone as Modem software for BlackBerry supports Windows XP and Vista 32-bit operating systems.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: Grace Rector

TITLE: Director - National Accounts

DATE: 07-24-07

COMMONWEALTH OF VIRGINIA

BY: Doug Leslie

NAME: DOUG LESLIE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 8/13/07

**MODIFICATION #28  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #28 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Alltel Communications, hereinafter referred to as "Contractor," relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #28 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 13 of 29, Paragraph 40 Entitled "Term," and Page 16 of 29, Paragraph 50 Entitled "Modifications:"**

The term of Contract VA-020901-ALTL shall be extended from March 17, 2008 through September 16, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: *Grace Rector*

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 7/23/07

COMMONWEALTH OF VIRGINIA

BY: *Philip H. Pippert*

NAME: Philip Pippert

TITLE: Associate Director

DATE: 8/15/07

**MODIFICATION #27  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALTEL COMMUNICATIONS**

This MODIFICATION #27 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Alltel Communications, hereinafter referred to as "Contractor," relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #27 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 13 of 29, Paragraph 40 Entitled "Term," and Page 16 of 29, Paragraph 50 Entitled "Modifications:"**

The term of Contract VA-020901-ALTL shall be extended from September 17, 2007 through March 16, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 6/25/07

COMMONWEALTH OF VIRGINIA

BY: Philip Pippert

NAME: Philip Pippert

TITLE: Associate Director

DATE: 6/27/07

**MODIFICATION #26  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #26 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #26 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to: The following addition of product offerings:

Zone 1,2,3,5,6,8:

Access Enterprise 2MB Pooled Plan – overage. \$0.02KB	\$15.99 Month
Access Enterprise Unlimited Data Plan	\$49.99 Month
Access Telemetry 2MB	\$5.00 Month
Access Telemetry 4MB	\$7.00 Month
Access Telemetry 8MB	\$10.00 Month

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS  
BY: *Grace Rector*  
NAME: *GRACE RECTOR*  
TITLE: *DIRECTOR - NATIONAL ACCOUNTS*  
DATE: *2/22/07*

COMMONWEALTH OF VIRGINIA  
BY: *Doug Crowshaw*  
NAME: *Doug Crowshaw*  
TITLE: *Sourcing Manager*  
DATE: *2/22/07*

**MODIFICATION #25  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #25 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #25 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to: The following changes in current fee structure:

Zone 1,2,3,5,6,8:

Blackberry Monthly Fee for unlimited Nationwide = \$39.99 with a voice plan.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace ReCTOR

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 2/22/07

COMMONWEALTH OF VIRGINIA

BY: Day Crowshaw

NAME: Day Crowshaw

TITLE: Security Manager

DATE: 2/22/07

**MODIFICATION #24  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #24 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #24 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to: The following changes in current fee structure:

Zone 1,2,3,4,5,6,7,8:

The USF fee, which is set by the Government, changes on a quarterly basis.

The USF fee is billed according to all billable charges on the mobile.

This Modification allows Alltel the ability to change the USF on a quarterly basis with notification to VITA as follows: Commonwealth agrees to pay the USF assessment as directed by the FCC. Alltel will provide the Commonwealth written notification in the form of email to VITA BSS and Reconciliation Manager of any change promulgated by the FCC to the USF assessment.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: DIRECTOR-NATIONAL ACCOUNTS

DATE: 2/22/07

COMMONWEALTH OF VIRGINIA

BY: Doug Crenshaw

NAME: Doug Crenshaw

TITLE: Sourcing Manager

DATE: 2/22/07

MODIFICATION #23  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS

This MODIFICATION #23 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #23 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to: The following changes in current fee structure:

When an order is received from VITA/Northrop Grumman that is requesting a Digital Phone and the rate plan is still on an Analog Service even if the order does not request digital service, Alltel will change the rate to the corresponding Digital plan.

Example: If the rate plan is the \$9.95 analog we will place the account on the \$9.95 digital plan.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALLTEL COMMUNICATIONS  
BY: *Grace Rector*  
NAME: GRACE RECTOR  
TITLE: DIRECTOR - NATIONAL ACCOUNTS  
DATE: 10/20/06

COMMONWEALTH OF VIRGINIA  
BY: *J. B. Edmonds*  
NAME: J. B. Edmonds  
TITLE: Proc. Mgr  
DATE: 11/29/06

MODIFICATION #21  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS

This MODIFICATION #21 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #21 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

**Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both of the above referenced parties agree to the following:

1. All changes associated with this modification paragraph are for zones: 1,2,3,6 and 8.
  - a. The Commonwealth recognizes that phone equipment changes frequently. Alltel will offer to the Commonwealth of Virginia users a choice of 3 free phones in addition to discounted pricing on other supported phones. Prices on "for charge" phones will be set as they are introduced and are subject to periodic change. Alltel will notify VITA of price changes on phones in writing.
  - b. Alltel will provide phones and accessories at a discount of at least 25% from advertised pricing.
  - c. Alltel will provide to the Commonwealth of Virginia Total Freedom (National) Rate Plans at the following pricing:

Total Freedom Plans	\$35.99	\$44.99	\$53.99	\$71.99	\$89.99	\$134.99	\$179.99	\$269.99
Included Anytime Minutes	200	350	500	650	900	1500	2000	3000
Night and Weekend Minutes*	1000	1000	1000	1000	1000	1000	1000	1000
Mobile-to-Mobile Minutes**	1000	1000	1000	1000	1000	1000	1000	1000
Add'l Minute Rate	40¢	40¢	40¢	35¢	25¢	25¢	25¢	20¢

- d. The Total Freedom plan pricing include long distance.
  - e. The COV 600 minute local plan (CLD3) is modified to include 600 anytime minutes, 1000 Night and Weekend Minutes and 500 mobile-to-mobile minutes.
  - f. The COV 1050 minute local plan (CLD4) is modified to include 1050 anytime minutes, 1000 Night and Weekend Minutes and 500 mobile-to-mobile minutes.
  - g. The COV 1750 minute local plan (CLD5) is modified to include 1750 anytime minutes, 1000 Night and Weekend Minutes and 1000 mobile-to-mobile minutes.
  - h. Mobile to Mobile minutes under the above plans are defines as minutes between two Alltel customers, both operating within their plan areas.
2. Zone 4 - The price for the National 1500 plan is hereby reduced to \$117.41
3. Zone 4 - The price for the National 2000 plan is hereby reduced to \$156.59

The modifications expressed herein do not remove any previously agree upon features, options, services or other arrangements between the Commonwealth and the Contractor.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 10/17/06

COMMONWEALTH OF VIRGINIA

BY: J. B. Edmonds

NAME: J. B. Edmonds

TITLE: Manager

DATE: 10/18/06

MODIFICATION #20  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS

This MODIFICATION #20 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #20 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL, as modified.

Both of the above referenced parties agree to the following:

Reference: Page 13 of 29 Pages, Paragraph 40 entitled "Term":

The term of Contract VA-020901-ALTL shall be extended from September 17, 2006 through September 16, 2007 at the prices contained herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: DIRECTOR - NATIONAL ACCOUNTS

DATE: 9/1/06

COMMONWEALTH OF VIRGINIA

BY: J. E. Edmonds

NAME: J. E. Edmonds

TITLE: Acquisition Manager

DATE: 9/1/06

MODIFICATION #19  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS

This MODIFICATION #19 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #19 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

1. Reference: Page 16, Paragraph 50 Entitled "Modifications":

Both parties agree to: Blackberry Voice Services from US Cellular Zone 7:

Blackberry Unlimited Data Nationwide Without Voice .....	\$44.95
Blackberry Unlimited Data Nationwide With Voice .....	\$39.95
Blackberry 7130 device .....	\$430.00
Blackberry 7250 device .....	\$430.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALLTEL COMMUNICATIONS

BY: Alice Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER - NATIONAL ACCOUNTS

DATE: 6/23/06

COMMONWEALTH OF VIRGINIA

BY: Day Crewshaw

NAME: Day Crewshaw

TITLE: Strategic Source Manager

DATE: 6/27/06

**MODIFICATION #18  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #18 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #18 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both parties agree to modify the Contract to provide the following services and associated rates:

Service	Rate Plan	Price	Package Minutes/Overage	Roaming/Long Distance
Blackberry Data Service – Non-Voice Usage	Blackberry Data Plan (with no voice plan selected)	\$44.99	Data: Unlimited; Voice: 10 min./\$0.25 per overage minute	\$0.59 roaming/\$0.40 toll
Blackberry Data Service w/ Voice Plan	Blackberry Data Plan with Any Standard COV Voice Rate Plan	\$44.99 + Voice Rate Plan Charge	Data: Unlimited; Voice: Per Chosen COV Rate Plan	Per Chosen COV Rate Plan
Office Sync – Non-Voice Usage	Enterprise Server Edition (with no voice plan selected)	\$39.99	Data: Unlimited; Voice: 10 min./\$0.25 per overage minute	\$0.59 roaming/\$0.40 toll
Office Sync w/ Voice Plan	Enterprise Server Edition with Any Standard COV Voice Rate Plan	\$39.99 + Voice Rate Plan Charge	Data: Unlimited; Voice: Per Chosen COV Rate Plan	Per Chosen COV Rate Plan
NotifyLink – Vendor		Customized to Dept/Agency		
GoodLink – Vendor		Customized To Dept/Agency		

Office Sync is Alltel's "push" e-mail service that allows you to receive e-mail on the go from your Palm or Pocket PC device. In addition to e-mail, Office Sync also provides the capability to view your calendar and contacts in real time. Information can be synced with your desktop or with your corporate e-mail server.

Enterprise Server Edition: With Office Sync Enterprise Server, you can have secure access to your corporate e-mail right from your Palm or Pocket PC device.

With Office Sync Enterprise Server, you can configure and administer user accounts from a central, Web-based GUI system.

Office Sync works with Microsoft Exchange and Lotus Notes e-mail servers.

Alltel also offers as an alternative solution for software and servers through GoodLink and NotifyLink. Prices are customized to fit the needs of the individual departments/agencies.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER-NATIONAL ACCOUNTS

DATE: 5/23/06

COMMONWEALTH OF VIRGINIA

BY: Devy Cvenshaw

NAME: Devy Cvenshaw

TITLE: STRATEGIC SOURCING MGMT

DATE: 5/31/06

**MODIFICATION #17  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #17 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" of "VITA" (Virginia Information Technologies Agency) and Alltel Communications, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #17 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

The purpose of this modification is to add optional products and services to the Agreement

**Reference: Page 16, Paragraph 50 Entitled "Modifications":**

- Both of the above referenced parties agree to add the following options for Zone 4:

Product	Price per Month	Overage per Kilobyte
Push to Talk – Unlimited	\$9.99	
MEdia Net – 1 MB	\$4.99	\$0.01
MEdia Net – 5 MB	\$9.99	\$0.01
MEdia Net – 10 MB	\$14.99	\$0.01
MEdia Net – Unlimited	\$19.99	

MEdia Net gives you access to all the cool things you can do with your wireless phone—e-mail, Web sites, games, and more. It is wireless Internet access for your wireless device.

- **Mail & Messaging:** Check your Yahoo! Mail, MSN Hotmail and chat with friends with Yahoo! Messenger and Upoc.
- **Sports:** Get the latest scores from CBS SportsLine and ESPN.
- **Ringtones, Games, and Graphics:** Personalize your phone by downloading your favorites.
- **News & Finance:** Stay informed with round-the-clock headlines from CNN.
- **Entertainment:** Get local movie times and reviews, dining recommendations, and more.
- **Weather & Travel:** Check your forecast from The Weather Channel, get flight times, and traffic reports.

- Both of the above referenced parties further agree to add the following options for Zones 1, 2, 3, 6 and 8:

## A. Field2Base

Field2Base captures many types of information through sketches, annotated CADs, annotated photos, and user supplied files, to describe a specific field situation. This field situation is described by the Tablet PC user, who, upon completion of documentation, immediately transmits the story via wireless communications to the home office and/or other individuals who need access to that information to make a quick, informed decision. This transmission of information is delivered to the recipient as an email attachment, which means no additional software or hardware is required by the recipient to receive this transmission from the field.

Core Features of the Field2Base application include:

- Document annotation - for markup of any number of documents of various file types including drawings and CAD documents
- Sketch functionality - unique sketching tools are available to create hand drawn sketches used to document a variety of issues from the field
- Photo annotation - users can easily take and annotate photos all from within the Field2Base software without any complicated file manipulation or complicated editing software
- File Management - field personnel have a digital archive of all communications to or from their Field2Base application

## B. Form2Base

Forms2Base is a forms automation and communication product offering. This product enables paper or digital forms to be automated and completed from a Tablet PC. The completed form may be transmitted wirelessly to desktop PCs for immediate use as an email attachment or passed to an enterprise "back-end" system using an industry standard XML interface. Forms2Base is included in the software license for the Field2Base product but may also be licensed as a stand-alone product, for companies who only need forms processing capabilities. The communications for Forms2Base is embedded in the forms document, easing transmission, like all other documents from Field2Base.

Core Features of the Forms2Base Application including:

- Use of Existing Forms - field users do not have to be retrained and are instantly productive.
- Embedded Communications - field users can simply fill out the form and hit the "Send" button on the Tablet. The background communications processor takes care of sending the form to the Field2Base server, where it is logged into the database and forwarded to the intended recipients.

- Digital Camera - photos can be added to forms with 'point and tap' ease of use.
- Integration - With Forms2Base clients can migrate to a fully automated process for field data collection and processing. Form data can be communicated as an attachment to an email, as data to an FTP site or as standard XML via web service all without the user managing the communications.

Pricing for the Field2Base and Forms2Base products and services is contained in Attachment "A" to this Modification #17. Attachment "A" is hereby incorporated into and is made an integral part of Contract VA-020901-ALTL.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER - NATIONAL ACCOUNTS

DATE: 2/7/06

COMMONWEALTH OF VIRGINIA

BY: Joe A. Park

NAME: Joe A. Park

TITLE: Supervisor, Acq. Svcs.

DATE: 3/21/06

**Field2Base and Forms2Base Software**

**Field2Base user version license including:**

- \* **Field2Base** software for real-time simultaneous project communications
- \* **Forms2Base** software including Forms Designer
- \* **Field2Base** Central Network Communications Server with 2 GB online storage and 500 MB bandwidth per month (hosted by Field2Base)
- \* **Field2Base** Web-Based Administration Tool for administration of all of your Tablet PCs

**Initial Tablet and User Set-up including:**

- \* Set up one Field2Base user and one Project for each tablet
- \* Set up the initial 25 email recipients for each tablet
- \* Load the initial ten CAD drawings for each tablet
- \* Load the initial ten static forms.

**Technical support and maintenance**

**Training** (using WebEx)

- \* Tablet User Training
- \* Administrator Training
- \* Forms Designer Training

<b><u>Total Monthly Field2Base Subscription Cost</u></b>	<b><u>With over 50 tablet users</u></b>	<b><u>With 16-50 tablet users</u></b>	<b><u>With 6-16 tablet users</u></b>	<b><u>With 5 and under tablet users</u></b>
24 month subscription	\$221.99 per month per tablet	\$243.99 per month per tablet	\$306.99 per month per tablet	\$275.99 per month per tablet

**Additional Software Services Available**

- |  |                                 |
|--|---------------------------------|
| * On-site Training   | \$125.00 per hour plus expenses |
| * New Customer Smart Form Development Package of 5 forms for a total of 10 pages | \$250.00 for the package        |
| * Smart Form Development   | \$100.00 per page               |
| * Integration Consulting   | \$190.00 per hour plus expenses |
| * Project Management   | \$200.00 per hour plus expenses |



Attachment "A"  
To Modification #17  
Contract VA-020901-ALTL

Combined Hardware & Software Lease Payment	Panasonic	Fujitsu	IBM	Motion
<i>With over 50 tablet users</i>				
2 year combined hardware & software lease <i>(based on \$25,000 financed)</i>	\$461.21	\$419.73	\$400.44	\$429.64
<i>With 16-50 tablet users</i>				
2 year combined hardware & software lease <i>(based on \$25,000 financed)</i>	\$483.21	\$441.73	\$422.44	\$451.64
<i>With 6-16 tablet users</i>				
2 year combined hardware & software lease <i>(based on \$25,000 financed)</i>	\$504.21	\$462.73	\$443.44	\$472.64
<i>With 5 and under tablet users</i>				
2 year combined hardware & software lease <i>(based on \$25,000 financed)</i>	\$515.21	\$473.73	\$454.44	\$483.64

Additional Optional Accessories	Panasonic	Fujitsu	IBM	Motion
	Toughbook 18 Tablet PC	Stylistic	ThinkPad	LE-1600
Additional 512 MB Memory	\$93.00	\$130.00	\$130.00	\$219.99
Additional 1 GB Memory	\$212.00	\$280.00	\$329.00	\$679.99
Canon Powershot S410 Hi-Rez Camera	\$250.00	\$250.00	\$250.00	\$250.00
On-Site repair 3 years	Call for Quote	\$299.00	\$119.00	N/A
Hot Swap Program	Call for Quote	N/A	Call for Quote	N/A
No Fault Warranty Years 1,2,3	\$253.00	N/A	N/A	N/A
Accidental Damage (not theft, misuse, loss)	N/A	N/A	\$99.00	N/A
Screen Damage Warranty	N/A	\$382.87	\$288.00	N/A
Extended Warranty Year 4	N/A	N/A	N/A	N/A
Extended Warranty Years 4,5	\$420.00	N/A	N/A	N/A
Integrated Sprint data modem	\$691.00	N/A	N/A	N/A
Carrying Case	\$73.00	\$120.00	\$120.00	\$167.19
Extra Battery Charger	\$160.00	\$137.00	\$35.10	\$39.99
Extra Battery Lithium Ion	\$243.00	\$149.00	\$159.00	\$149.00
Replacement Screen Protector	\$64.00	N/A	N/A	59.99
Extra Stylus	\$29.00	\$25.00	\$39.00	\$30.00
Docking Station	N/A	\$399.00	N/A	259.99

**MODIFICATION # 16  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #16 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #16 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both Parties hereby agree to the addition of the following BlackBerry services to the Agreement:

<b>Feature</b>	<b>Annual Price</b>	<b>Additional Information</b>
T-Support 1 – Handheld	\$19.00	Per handheld device
T-Support 1 – Server	\$499.00	Per server
T-Support 2 – Handheld	\$25.00	Per handheld device
T-Support 2 – Server	\$625.00	Per server
T-Support 3 – Handheld	\$29.00	Per handheld device
T-Support 3 – Server	\$749.00	Per server
T-Support 3 – Program	\$9,999.00	

**BlackBerry Advanced Technical Support provided by Research In Motion (RIM).**

**Device Fee** - this is the price per active device, which customers pay to receive support coverage for their BlackBerry Enterprise Server.

**BlackBerry Enterprise Server Fee** - this is the price per BlackBerry Enterprise Server, which customers pay to receive support coverage. It is paid in addition to the program Fee and the device fee.

**Program Fee** - this is the cost to join each level of support, Tx3 or higher. It is a flat fee regardless of the number of BlackBerry Enterprise Servers and/or devices being covered under the support program. Customers pay this fee in addition to the BlackBerry Enterprise Server fee and device fee.

**T-Support Program Levels**

**Tx1 Support:** is essential support that provides: 12x5 telephone support; email support; priority access to the latest BlackBerry software releases; access to BlackBerry technical support representatives through two named technical callers as designated by your organization; support for BlackBerry Connect and BlackBerry Built-In technology; and entry to the Enhanced Technical Knowledge Center for a higher level of access to the online Technical Knowledge Center.

**Tx2 Support:** is enhanced support that provides all the features of Tx1 Support with the addition of 24x7 telephone support and further access to BlackBerry technical support representatives through two additional named technical callers as designated by your organization.

**Tx3 Support:** is advanced support that provides all the features of Tx2 Support with the addition of: priority queuing of support issues; further access to BlackBerry technical support representatives through one additional named technical caller as designated by your organization; entry to the Enhanced-Plus Technical Knowledge Center for the highest level of customer access to the online Technical Knowledge Center; support for non-production BlackBerry Enterprise Servers used for development and system back-up purposes; BlackBerry Enterprise Server migration support; user alerts for notification of important issues; up to one day of application development training for the BlackBerry Enterprise Solution™; ten free BlackBerry application development support incidents; and code signing for controlled APIs.

Both of the above-referenced parties further agree to the addition of the following service and equipment to the Agreement”

Equipment	Service	Equipment Cost	Monthly Recurring Charge	Number of Messages
Audiovox PC5740	Aircard – 1X/EVDO	\$99.99		
	Text Messaging – Zone 1, 2, 3, 6 and 8 (Alltel)		\$3.00	Unlimited incoming / 300 outgoing
	Text Messaging – Zone 4 (Cingular)		\$4.99	200
	Text Messaging – Zone 5 (VA Cellular/CellOne)		\$7.95	Unlimited
	Text Messaging – Zone 7 (US Cellular)		\$5.00	Unlimited incoming / 250 outgoing

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALTEL COMMUNICATIONS

BY:

Grace Rector

NAME: Grace Rector

TITLE: Staff Manager-National Accounts

DATE: 11/29/2005

COMMONWEALTH OF VIRGINIA

BY:

Joe Parr

NAME:

Joe A. Parr

TITLE:

Tech Contract S/Mgr

DATE:

11/29/05

**MODIFICATION # 15  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #15 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, Hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #15 is hereby incorporated into and made as integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, Paragraph 50 Entitled "Modifications":**

Both Parties hereby agree to revise the Blackberry Voice services at the following price:

Service	Rate Plan	Price	Package Minutes/Overage
Blackberry Data Service-Non-Voice Usage	Blackberry Data Plan	\$44.99	Unlimited data usage
Blackberry Data Service including Voice Usage (44.99+ the overage cost)	Non-Standard Rate Plan	\$0.00	10 minutes/.50 per minute
Blackberry Data Service w/ Voice plan (44.99 + Monthly rate plan charge)	Any Standard COV Rate Plan	Monthly Rate plan charge	Per chosen COV Rate Plan

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGES.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER - NATIONAL ACCOUNTS

DATE: 9/8/05

COMMONWEALTH OF VIRGINIA

BY: Joe Parr

NAME: 9/12/05

TITLE: Tech Contracts Mgr

DATE: 9/12/05

**MODIFICATION #14  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #14 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #14 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 16, Paragraph 50 entitled "Modifications"**

Both of the above referenced parties hereby agree to revise the Federal Universal Service Fund (FUSF) fee to the following:

<b>Provider</b>	<b>Zone(s)</b>	<b>FUSF Rate</b>
Alltel	1, 2, 3, 6, and 8	2.907%
Cingular	4	3.160%
US Cellular	7	No Change
Virginia Cellular	5	No Change

Both of the above referenced parties further agree to revise the Blackberry Voice Services as follows:

<b>Service</b>	<b>Rate Plan</b>	<b>Price</b>	<b>Package Minutes/Overage</b>
Blackberry Data Service- Non-Voice Usage	Blackberry Data Plan	\$44.99	Unlimited Data Usage
Blackberry Data Service Including Voice Usage (\$44.99 + the overage cost)	Non-standard Rate Plan	\$0.00	10 minutes/.50 per minute overage
Blackberry Data Service w/Voice Plan (\$44.99 + Monthly rate plan charge)	Any Standard COV Rate Plan	Monthly Rate Plan Charge	Per chosen COV Rate Plan

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER -  
NATIONAL ACCOUNTS

DATE: 7/21/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/25/05

**MODIFICATION #13  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #13 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #13 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 13 of 29 Pages, Paragraph 40 entitled "Term":**

The term of Contract VA-020901-ALTL shall be extended from September 17, 2005 through September 16, 2006 at the prices contained herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: Grace Rector

NAME: GRACE RECTOR

TITLE: STAFF MANAGER-  
NATIONAL ACCTS

DATE: 7/14/05

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 7/14/05

**MODIFICATION #12  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #12 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #12 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 16, Paragraph 50 entitled "Modifications"**

- Both of the above referenced parties hereby agree to add Nationwide Touch-To-Talk services to the Agreement at the following pricing:

No.	Description	Private Minutes	Group Minutes	Price	Per Minute Overage Charge	Coverage Area
1.	Touch2Talk	100	50	\$5.00	\$0.15	Local Footprint
2.	Touch2Talk	Unlimited	100	\$10.00	\$0.15	Local Footprint
3.	Touch2Talk	Unlimited	100	\$15.00	\$0.15	Nat'l Footprint
4.	Kyocera Telephone Model KX440	N/A	N/A	\$49.95	N/A	N/A
5.	LG AX 4750	N/A	N/A	\$70.00	N/A	N/A

The user must have a Touch2Talk capable handset in order to use this service.

- Both of the above referenced parties further agree to add wireless data services for Internet access in Alltel Zones 1, 2, 3, 6, and 8 to the Agreement at the following pricing:

**COV - BlackBerry - Software, Licenses, and T-Support Pricing**

No.	Feature	Price
1.		
2.	BES 2.2 to BES 4.0 Lotus Domino	\$999.00
3.	BES 3.6 to BES 4.0 MS Exchange	\$999.00
4.	BES 4.0 Lotus Domino - 1 User	\$2,999.00
5.	BES 4.0 Lotus Domino - 20 User	\$3,999.00
6.	BES 4.0 Lotus Domino - 20 User Trial	\$0.00
7.	BES 4.0 MS Exchange - 1 User	\$2,999.00
8.	BES 4.0 MS Exchange - 20 User	\$3,999.00
9.	BES 4.0 MSE - 20 User Trial	\$0.00
10.	BES 4.0 Novell Groupwise - 1 User	\$2,999.00
11.	BES 4.0 Novell Groupwise - 20 User	\$3,999.00
12.	BES 4.0 Novell Groupwise - 20 User Trial	\$0.00
13.	CAL for BES 1 User	\$99.00
14.	CAL for BES 10 Users	\$699.00
15.	CAL for BES 100 Users	\$5,999.00
16.	CAL for BES 5 Users	\$429.00
17.	CAL for BES 50 Users	\$3,299.00
18.	CAL for SBE BES 1 User	\$249.00
19.	CAL for SBE BES 5 Users	\$999.00
20.	Novell Groupwise to BES 4.0	\$999.00
21.	SBE BES 4.0 MS Exchange - 5 Users	\$1,499.00
22.	SBE Upgrade for BES 3.6	\$2,999.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY: *Grace Rector*

BY: *Joe Parr*

NAME: Grace Rector

NAME: Joe A. Parr

TITLE: Staff Manager – National Accounts

TITLE: Tech Contracts Manager

DATE: 6/22/05

DATE: 7/6/05

**MODIFICATION #11  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #11 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #11 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 16, Paragraph 50 entitled "Modifications"**

1. Both of the above referenced parties hereby agree to add wireless data services using Blackberry devices to access the Internet in Alltel Zones 1, 2, 3, 6, and 8 at the following pricing:

Item	Service/Device/Accessories	Price
1.	Blackberry data service only (voice service not included). Blackberry service can be added to any existing Commonwealth voice rate plan	\$44.99 per month for unlimited data
2.	ALLTEL Mobile Link (Data only) Requires a Kyocera Passport 650 Card	\$54.99 per month
3.	Kyocera Passport 650 Card	\$39.99 each
4.	Blackberry Model 7250 Device	\$179.00 each
	<b>Accessories</b>	
5.	CLA Blackberry	\$25.00 each
6.	RIM Swivel Holster	\$15.00 each
7.	Swivel Leather Pouch	\$25.00 each
8.	Travel Charger	\$25.00 each
9.	Jabra Blue Tooth Headset	\$140.00 each
10.	Motorola Blue Tooth Headset	\$70.00 each
11.	RIM SYNC USB Data Cable	\$25.00 each

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY: Grace Rector

BY: Joe A. Parr

NAME: Grace Rector

NAME: Joe A. Parr

TITLE: Staff Manager – ALLTEL  
National Accounts

TITLE: Senior Sourcing Specialist

DATE: 5/31/05

DATE: 5/31/05

**MODIFICATION #10  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #10 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #10 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**References:**

- A. Paragraph 50 entitled "Modifications"**
- B. Paragraph 51 entitled "Orders (Telecommunications Services)"**
- C. Paragraph 52 entitled "Orders (Equipment)"**
- D. Paragraph 53 entitled "Ordering Officers:"**

1. Both of the above referenced parties hereby agree that all Equipment and accessories ordered at the same time as the Equipment from the Contractor and all subcontractors shall be ordered by VITA authorized Ordering Officers via a telecommunications Services Order (TSO). Authorized Users of the Contract shall submit requests for Services and / or Equipment to VITA via a Telecommunications Services Request (TSR). The fifteen percent (15%) volume discount does not apply to Equipment orders.

2. Both of the above referenced parties further agree that accessories ordered separately from Equipment shall be ordered directly from the Contractor or subcontractor by the Authorized User as delineated in Paragraph 52 entitled "Orders (Accessories)" as revised below.

3. Both of the above referenced parties further agree to replace References B, C, and D above in their entirety and replace same with the following:

**51. ORDERS (TELECOMMUNICATIONS SERVICES)**

VITA retains the exclusive authority to order all Services and Equipment delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services and / or Equipment identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services and / or Equipment acquired under this Agreement. The TSO must identify the Service(s) and / or Equipment to be acquired, the

price for each Service and / or Equipment, and the required Service Commencement Date for each Service and / or delivery date for Equipment.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

- a. A verification that the TSO is technically correct
- b. The date the Services will begin or Equipment will be delivered
- c. A verification of the charge for each item (Service and / or Equipment) to be provided, and
- d. Other applicable administrative information necessary to deliver the Services and / or Equipment requested on the TSO.

## **52. ORDERS (ACCESSORIES)**

Authorized Users may order accessories from this Contract by one of the following methods:

- a. Purchase Order (PO): An official PO form issued by an Authorized User
- b. Charge Card:
  - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User
- c. Delivery Order: A Delivery Order issued by the Acquisition Services Division, DIT
- d. eVA: An order placed through the eVA electronic procurement website portal at <http://www.eva.state.va.us>

This ordering authority is limited to issuing orders for accessories to Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

## **53. ORDERING OFFICERS**

VITA appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services and Equipment as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services or Equipment not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a written modification mutually agreed to by both parties.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the VITA authorized representative of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

4. Both of the above referenced parties further agree to add the following Rate Plans to the Agreement for the indicated zones:

Plan	Rate	Zone
1500 National Minutes	\$149.99	1, 2, 3, 5, 6, 7 & 8
2000 National Minutes	\$199.99	1, 2, 3, 5, 6, 7 & 8
1500 National Minutes	\$130.49	4
2000 national Minutes	\$173.99	4

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: *Grace Rector*

NAME: GRACE RECTOR

TITLE: STAFF MANAGER -  
NATIONAL ACCOUNTS

DATE: 4/14/05

COMMONWEALTH OF VIRGINIA

BY: *Joe A. Parr*

NAME: Joe A. Parr

TITLE: Senior Sourcing Specialist

DATE: 4/14/05

**MODIFICATION #9  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #9 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**Reference: Page 16, paragraph 50 entitled "Modifications":**

Effective April 1, 2005, all Rate Plans beginning with base access of \$20.50 and above will include 1000 off-peak minutes at no additional charge. Off-peak is defined as 9:00 p.m. to 5:59 a.m., Monday through Friday and all day and night (24 hours) Saturday and Sunday. The 1000 off-peak minutes shall include all coverage areas within the Commonwealth.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: RON SENCZAK

NAME: Joe A. Parr

TITLE: VICE PRESIDENT

TITLE: Senior Sourcing Specialist

DATE: 3/9/05

DATE: 3/10/05

**MODIFICATION #8  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

**Reference: Contract VA-020901-ALTL, Page 13 of 29 Pages, Paragraph 40 entitled "Term":**

Both of the above referenced parties agree to the following:

The term of Contract VA-020901-ALTL shall be extended from September 17, 2004 through September 16, 2005 at the prices contained herein.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY:   
NAME: Jerry Weaver Jr  
TITLE: Area Vice President  
DATE: 9/13/04

BY:   
NAME: Tandy W Moore  
TITLE: Operations Mgr  
DATE: 9/16/04

**MODIFICATION #7  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #7 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

**Reference: Contract VA-020901-ALTL, Page 16 of 29 Pages, Paragraph 50 entitled "Modifications":**

Both of the above referenced parties agree to the following revision to the rate plans for the "Touch2Talk" feature, as provided in Modification #6 to the Agreement. The only change is the addition of item number 4. All other items added to the Agreement by Modification #6 remain the same.

	<b>Description Touch2Talk</b>	<b>Included Private minutes</b>	<b>Included Group Call minutes</b>	<b>Charge</b>	<b>Per- minute overage charge</b>
1	100 Private (One-on-one)/50 Group (3 – 10 simultaneous users) minutes per month	100	50	\$5.00/month	\$0.15
2	500 Private (One-on-one)/100 Group (3 – 10 simultaneous users) minutes per month	500	100	\$10.00/month	\$0.15
3	Unlimited Private (One-on-one)/100 Group (3 – 10 simultaneous users) minutes per month	Unlimited	100	\$20.00/month	\$0.15
4	<b>Applicable only for phones on a cellular monthly access rate plan costing \$20.50 or more: Unlimited Private (One-on-one)/0 Group (3 – 10 simultaneous users). <i>There are no Group Call minutes included with this plan. Any Group Calls made with this plan will bill at \$0.15 per minute.</i></b>	Unlimited	0 ( <i>ALL Group Call minutes bill at \$0.15 per minute under this plan.</i> )	\$10.00/month	N.A.
5	Kyocera Telephone Model # 3250	N.A.	N.A.	\$50.00 (one-time purchase price)	N.A.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**ALLTEL COMMUNICATIONS**

BY: Jerry Weaver Jr  
NAME: Jerry Weaver Jr  
TITLE: Area Vice President  
DATE: 8/10/04

**COMMONWEALTH OF VIRGINIA**

BY: Joe Parr  
NAME: Joe A. Parr  
TITLE: Tech Contracts Mgr  
DATE: 8/20/04

CONTRACT NUMBER VA-020901-ALT

MODIFICATION No. 6

BETWEEN

THE COMMONWEALTH OF VIRGINIA,  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY

AND

ALLTEL COMMUNICATION

The purpose of Modification No.6 is to document the agreement between the Commonwealth of Virginia, Virginia Information Technologies Agency (VITA) and Alltel Communications concerning Contract Renewal.

Both above referenced parties agree to add "Touch2 to Talk" feature to the existing contract for statewide cellular service.

It is agreed by both parties the feature will be billed as follows:

1. 100 T2T minutes / 50 group calls ..... \$ 5.00
2. 500 T2T minutes / 100 group calls ..... \$ 10.00.00
3. Unlimited T2T Minutes / 100 group calls... \$ 20.00
4. Additional T2T minutes will be billed at ... \$ .15 a minute
5. Kyocera Telephone Model # 3250 ..... \$ 50.00

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

ALLTEL

BY: Jerry Weaver

NAME: Jerry Weaver

TITLE: Area Vice President

DATE: 4/13/04

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Mgr  
Supply Chain Management

DATE: 4/19/04

**MODIFICATION #5  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as “State” or “Commonwealth” or “VITA” (Virginia Information Technologies Agency) and ALLTEL COMMUNICATIONS, hereinafter referred to as “Contractor” relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

Both of the above referenced parties agree to the following:

**1. Reference: Page 16, paragraph 50 entitled “Modifications”:**

Effective as of the date of execution of this Modification #5 by both above-referenced parties, all references made to “Department of Information Technology” or “DIT” shall refer to “Virginia Information Technology Agency” or “VITA.” Both parties agree that although the name of VITA has changed, from the name Department of Information Technology to Virginia Information Technology Agency, all Contract duties and obligations of the Contractor and the State have not changed.

**2. Reference: Page 13; paragraph 41, entitled “Price Protection And Most Favored Customer” and the section entitled “Fees” in Table 1 to Attachment A, page 25 of 29 of Contract VA-020901-ALTL.**

Both parties hereby agree to revise the Federal Universal Service fee (“FUSF”) as delineated below:

<u>Provider</u>	<u>Zone(s)</u>	<u>FUSF Rate</u>
Alltel	1, 2, 3, 6, and 8	2.622%
Cingular	4	2.622%
US Cellular	7	2.622%
Virginia Cellular	5	No Change

These revised USF fees replace in their entirety the USF fees delineated in the above-referenced section entitled “Fees” in Table 1 (as amended by Modification #2) to Attachment A of Contract VA-020901-ALTL.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY: Thomas M. Dickinson

BY: Joe A. Parr

NAME: T. M. Dickinson III

NAME: Joe A. Parr

TITLE: VP/OM

TITLE: Tech Contracts Manager

DATE: 11/25/03

DATE: 11/20/03

**MODIFICATION #4  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ALLTEL Communications, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL, as modified.

The purpose of this Modification #4 is to document both parties' agreement concerning the addition of the "eVA" clause to the Agreement and the replacement of paragraph 52 entitled "Orders (Equipment)" with the clause delineated below.

**Reference:** Contract VA-020901-ALTL, Page 16 of 29 Pages, Paragraph 50 entitled "Modifications"

1. Both above referenced parties agree to the addition of the clause as delineated below, to the subject Agreement, effective upon execution of this Modification #4.

**eVA BUSINESS-TO-GOVERNMENT CONTRACTS:** The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
  - b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us).
2. Both above referenced parties further agree to delete paragraph 52 entitled "Orders (Equipment)" and replace it in its entirety with the following clause:

**ORDERS (EQUIPMENT)**

Authorized ordering officials representing the "Authorized Users" of this Contract may order Equipment from this Contract by one of the following Order methods:

- A. eVA
- B. Purchase Order: An official Purchase Order form issued by an Authorized User.
- C. Delivery Order (DO): A DO issued by the Acquisition Services Division, DIT; or its replacement as identified by the COV Legislature.
- D. Charge/Credit Card:
  - 1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Order must not exceed \$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, which is under contract for use by an Authorized User.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY: *Dan Powell*  
 NAME: Dan Powell  
 TITLE: Market Area President  
 DATE: 11-7-03

COMMONWEALTH OF VIRGINIA

BY: *Joe Parr*  
 NAME: Joe A. Parr  
 TITLE: Tech Contracts Manager  
 DATE: 10/16/03

**MODIFICATION # 3  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Alltel Communications, hereinafter referred to as "Contractor" or "Alltel", relating to the modification of the above contract (the "Agreement").

Both above referenced parties hereby agree to add a new Service to the Agreement. The new Service and its pricing are defined below.

The effective date of this Modification #3 is August 1, 2003.

**NEW SERVICE: "Pager Notification"**

- \* Pager notification allows an Authorized User to be notified via their pager when a voice message is left in their cell phone voice mailbox.
- \* The cost of Pager Notification is \$1.00 per month, per Authorized User.
- \* The areas in which this feature is available for provisioning are Zones 1, 2, 3, 5, 6, 7 and 8.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

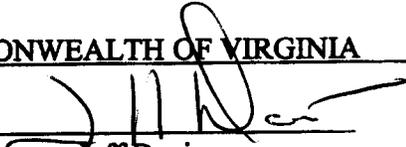
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

BY:   
NAME: Dominique Mills  
TITLE: VP/6071  
DATE: 7/28/03

COMMONWEALTH OF VIRGINIA

BY:   
NAME: Jeff Davis  
TITLE: Contracts Manager  
DATE: 7-29-03

**MODIFICATION #2  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology) and ALLTEL COMMUNICATIONS, hereinafter referred to as "Contractor" relating to the modification of Contract VA-020901-ALTL, as amended. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract price changes, to be effective April 1, 2003.

Reference: a) Page C-13; paragraph 41, entitled "PRICE PROTECTION AND MOST FAVORED CUSTOMER", and b) the section entitled "Fees" in Table 1 to Attachment A, page 25 of 29 of Contract VA-020901-ALTL.

Both parties hereby agree to revise the calculation of the Contract's monthly charges, for the FCC-imposed Universal Service Charge ("FUSC") by using the FCC's universal service contribution factor as follows:

- a. Alltel - Zones 1, 2, 3, 6 and 8: The Contract USF fee will be calculated by taking 28.5% of the total monthly billed amount and multiplying this by 9.1%
- b. Cingular - Zone 4: The Contract USF fee will be calculated by a percentage equal to 2.59% of the total monthly billed amount
- c. US Cellular - Zone 7: The Contract USF fee will be calculated by a percentage equal to 2.57% of the total monthly billed amount
- d. VA Cellular - Zone 5: No change to the Contract USF fee.

These revised USF fees replace in their entirety the USF fees delineated in the above-referenced section entitled "Fees" in Table 1 to Attachment A, of Contract VA-020901-ALTL

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

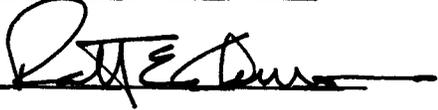
**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Dominique Mills

NAME: Robert E. Gleason

TITLE: Vice Pres / Gen. Mgr

TITLE: Technology Contracts Mgr

DATE: 5/22/03

DATE: 5/23/03

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-020901-ALTL  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and ALLTEL Communications, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-020901-ALTL, as modified.

The purpose of this Modification #1 is to document both parties' agreement concerning the deletion of the analog mobile to mobile feature and the increase in the monthly rate for the digital mobile to mobile feature for Zone 4.

**Reference:** Contract VA-020901-ALTL, Page 16 of 29 Pages, Paragraph 50 entitled "Modifications"

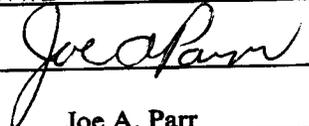
Both of the above referenced parties agree to delete the analog "Mobile to Mobile Calls" feature in Table 1 to Attachment "A" of the Contract for Zone 4. In addition, both parties further agree to increase the monthly charge for the digital "Mobile to Mobile Calls" feature in Table 1 to Attachment "A" of the Contract from \$4.95 a month to \$4.99 a month for Zone 4. The "Mobile to Mobile Calls" feature in Table 1 to Attachment "A" of the Contract remains unchanged for all other zones.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-020901-ALTL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

ALLTEL COMMUNICATIONS  
BY:   
NAME: Dominique Mills  
TITLE: VP GM  
DATE: 3/10/03

COMMONWEALTH OF VIRGINIA  
BY:   
NAME: Joe A. Parr  
TITLE: Tech Contracts Manager  
DATE: 3/17/03

**CONTRACT VA-020901-ALTL  
BETWEEN  
THE COMMONWEALTH OF VIRGINIA  
AND  
ALLTEL COMMUNICATIONS**

**1. SCOPE OF AGREEMENT**

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology) and ALLTEL Communications, a Division of ALLTEL Corporation (the "Contractor"), a Delaware corporation having its principal place of business at One Allied Drive, Little Rock, AR 72202. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Contract for State Agencies, Institutions, and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users" to acquire wireless voice services ("Services") and hardware ("Equipment") pursuant to the Commonwealth's Request For Proposal #01-033, dated January 15, 2002 (the "RFP") and the Contractor's proposal, dated February 28, 2002 in response thereto. Hereinafter "Equipment" shall include any necessary software, firmware, and microcode ("Software") integral to the Equipment.

Upon award, all orders for Service will be placed through DIT, and any orders for Equipment will be placed directly with the Contractor by Authorized Users.

**2. INTERPRETATION OF AGREEMENT**

As used in this Agreement, "Software" and "Software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement.

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) the Contractor's cost proposal dated February 28, 2002 in response to the Commonwealth's RFP 2001-032 dated January 15, 2002; (2) this document, consisting of Terms and Conditions labeled 1 through 65, Attachment A entitled Product Pricing, Attachment B entitled Transition Schedule, and Attachment C entitled Lobbying Certificate ; (3) the specific sections of the Contractor's proposal dated February 28, 2002 in response to the following specific sections of the Commonwealth's RFP #01-033 dated January 15, 2002: Section 1.29 entitled Participation in State Procurement Transactions by Small Businesses, and Businesses Owned by Women and Minorities, Section 4 entitled Mandatory Requirements, and Section 5 entitled Desirable Requirements; (4) the corresponding sections of the Commonwealth's RFP #01-033 dated January 15, 2002; and (5) all executed Orders and Attachments referencing this Agreement. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

### **3. AVAILABILITY OF EQUIPMENT**

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

### **4. HARDWARE SPECIFICATION**

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

### **5. MANUALS**

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

### **6. VOLUME DISCOUNT**

For rate plans that are structured based on individual phones and usage, DIT will deduct a fifteen percent (15%) volume discount from the monthly correct billed amount and remit the remainder.

### **7. VENDORS MANUAL**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page ([www.dgs.state.va.us/dps/](http://www.dgs.state.va.us/dps/)).

### **8. APPLICABLE LAWS AND COURTS**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

## **9. ANTI-DISCRIMINATION**

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E ).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **10. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

## **11. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

## **12. DEBARMENT STATUS**

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

## **13. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

## **14. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

## **15. CLARIFICATION OF TERMS**

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

## **16. PAYMENT**

### **A. To Prime Contractor:**

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia, § 2.2-4363*).

**B. To Subcontractors:**

- 1) A Contractor awarded a Contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
  - (c) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**17. PRECEDENCE OF TERMS**

Paragraphs 7-17 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**18. QUALIFICATIONS OF OFFERORS**

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the Services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

**19. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

**20. ASSIGNMENT OF CONTRACT**

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

**21. DEFAULT**

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

**22. TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

## 23. USE OF BRAND NAMES

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## 24. TRANSPORTATION AND PACKAGING

By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## 25. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

### INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The

Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

4. Automobile Liability - \$500,000 - Combined single limit.

## **26. ANNOUNCEMENT OF AWARD**

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at <http://asd.state.va.us/> for a minimum of ten (10) days.

## **27. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

## **28. NONDISCRIMINATION OF CONTRACTORS**

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

## **29. NON-APPROPRIATION**

All funds for payment of Equipment, Software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this

Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or Services dependent on such federal funds without further obligation.

### **30. CONTRACTUAL RECORDS**

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

### **31. PRIME CONTRACTOR RESPONSIBILITY**

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or Services, and that such other party has agreed in writing that it has no objection thereto.

### **32. PATENT/COPYRIGHT PROTECTION**

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Equipment, Software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of Equipment or Software furnished hereunder with any Equipment or Software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such Equipment or Software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Software, the Contractor agrees to take back the infringing Equipment, Software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 26.

### **33. CONTRACTUAL DISPUTES**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

**34. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

**35. PERIODIC PROGRESS REPORTS/INVOICES**

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

**36. FINAL ACTUAL INVOLVEMENT REPORT**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

<u>FIRM NAME</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>ADDRESS AND</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
<u>PHONE NUMBER</u>				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

**37. COMPLIANCE WITH FEDERAL LOBBYING ACT**

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

**38. NONVISUAL ACCESS TO TECHNOLOGY**

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, Software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access Software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

#### **39. UNIVERSAL SERVICE FUND**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

#### **40. TERM**

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of twenty-four (24) months. The Commonwealth at its sole discretion, may extend this Agreement for three (3) additional twelve (12) month periods at the prices identified herein. The Commonwealth will issue written documentation to the Contractor a minimum of thirty (30) days prior to the end of each renewal period for any extension thereafter.

#### **41. PRICE PROTECTION AND MOST FAVORED CUSTOMER**

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any Authorized User, for the same products or services offered under this Agreement which results in a price less than that provided under this Agreement, the Commonwealth shall receive an equivalent reduction in price for such products and services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such products and elect to make the more favorable prices applicable to the Commonwealth from the date those prices were available to the Authorized User.

#### **42. SERVICE COMMENCEMENT DATE**

- a. All Services shall commence within twenty-four (24) hours from the receipt of a Telecommunications Services Order issued by DIT, unless stated otherwise on the TSO.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to service commencement date. The State may delay the service commencement date by notifying the Contractor at least ten (10) days before the required service commencement date.
- c. If the Service(s) are not delivered within the time specified herein, the State reserves the right to cancel the award of this Contract or individual Order and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

#### **43. DELIVERY DATE (EQUIPMENT)**

The Contractor shall deliver the Equipment ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Equipment is not completed within fifteen (15) days after the scheduled delivery date, the Commonwealth may cancel either the Agreement or individual Order without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least ten (10) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

#### **44. COMMENCEMENT OF ACCEPTANCE TESTING**

The Products and Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful system audit or diagnostic test performed at the site which demonstrates, to the satisfaction of the Commonwealth, that all Products and Services meet the minimum design capabilities specified by Contractor. If the Contractor certifies that the Products and Services are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products and Services and change the delivery date accordingly.

#### **45. REQUIRED PERFORMANCE LEVEL**

To qualify for acceptance, all Products and Services must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement for ten (10) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If any Product or Service does not meet the standard of performance during the initial ten (10) consecutive days, the acceptance period shall continue on a day-to-day basis until all Products and Services concurrently meet the standard of performance for ten (10) consecutive days.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed ten (10) consecutive days.

#### **46. RECORDS**

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

#### **47. BREACH**

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a notice identifying such noncompliance; or (d) fails to provide a written response to a notice of noncompliance within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products and Services shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

#### **48. BILLING DATA**

The Contractor shall provide to DIT a consolidated monthly bill for all Services provided to all Authorized Users under this Agreement in hardcopy and electronic format. The consolidated monthly bill must contain all of the information required by paragraph 4.8. herein.

If Equipment is purchased from the Contractor by Authorized Users, it will be billed directly to the Authorized User at the purchase price.

#### **49. INVOICES**

All invoices shall be rendered promptly to DIT after all Services covered by the invoice have been accepted. All payments for cellular air time shall be monthly in arrears and shall be addressed to the Controller, DIT. No invoice may include any costs other than those identified in the Agreement or the individual TSO referencing this Contract. The Commonwealth will not pay for any charges that are over 120 days old (120 days old is defined as 120 days from date of occurrence) and only appear on a magnetic tape subsequent to that 120 day period. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Serial number, if any;
3. Charge for each Service;;
4. This Contract Number/TSO Number, and;
5. Contractor's Federal Identification Number (FIN)

#### **50. MODIFICATIONS**

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing on paper and signed in ink by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated alternate, and for the Contractor the person signing the Contract.

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or \$50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

#### **51. TELECOMMUNICATIONS SERVICES ORDER (TSO)**

DIT retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. To be valid, the TSO must cite the Contract Number identified in Block #1, DIT form 62, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

#### **52. ORDERS (EQUIPMENT)**

Authorized Users may order Equipment from this Contract by one of the following methods:

- a. Issuing Agency Purchase Order, Form DBS-41-001
- b. Charge Card:
  - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three (3) business days.
  - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.
- c. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Equipment available under this Agreement. Under no circumstances shall any Authorized User or other entity have the authority to modify this Agreement.

**53. ORDERING OFFICERS FOR SERVICES**

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph entitled "Modifications" of this Contract.

The Contractor is hereby notified that the Commonwealth will only make payment only against valid TSOs executed by an authorized Ordering Officer and confirmed by the Contractor. Contractor shall be advised in writing by the Contracts Manager, DIT or his appointed designee, of any change in the identity of Ordering Officers.

Ordering Officers are Phil Johnson, Don Spangler and Margaret Moran.

**54. TERMINATION FOR CONVENIENCE**

This Contract may be terminated, in whole or in part, upon thirty (30) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

**55. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER**

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to ten (10) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

**56. FAILURE TO DELIVER**

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services set forth in the Schedule, Commonwealth may, in its own discretion, give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the Services from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the Services which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

**57. RISK OF LOSS**

For any Equipment purchased, the Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth

**58. TITLE TO EQUIPMENT**

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

**59. ENGINEERING CHANGES**

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the Commonwealth at no additional charge for a period of one (1) year from the date of installation. The Commonwealth reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the State.

**60. SUPPLIES**

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the Commonwealth shall conform to the Contractor's published specifications provided to the Commonwealth at the time of Equipment installation. The Commonwealth reserves the right to acquire such supplies from any Contractor of its choice.

**61. WARRANTY (EQUIPMENT)**

Contractor shall provide twelve months of Depot (return to vendor) warranty Services for all Equipment purchased under this Agreement at no cost to the Commonwealth. Such warranty support shall include all labor and materials necessary to keep the Equipment in operational condition, in accordance with the Original Equipment Manufacturers (OEMs) then current published specifications. Upon delivery of a malfunctioning unit, Contractor shall provide a loaner phone within one (1) hour, pre-programmed to the Commonwealth user, at no cost. The Contractor will send the broken telephone to the OEM for repair or replacement at the Contractor's expense. If the damaged phone is found to be unrepairable, a new phone will be issued for replacement at no cost to the Commonwealth. The replacement phone will be programmed for the user's phone number at no cost. This warranty does not apply to Equipment malfunctions attributable to user misuse or neglect.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts which have been replaced shall become the property of the Contractor.

**NOTWITHSTANDING ANY PROVISION IN THIS SOLICITATION, ALL WARRANTIES SHALL INCLUDE SUPPORT FOR ALL SOFTWARE, FIRMWARE AND MICROCODE. ALL WARRANTIES SHALL BE CONSIDERED TO BE PERFORMANCE**

**BASED AND THEREFORE THE CONTRACTOR IS RESPONSIBLE FOR ANY REPORTED FAILURE OF THE EQUIPMENT.**

**62. PRINCIPAL PERIOD OF MAINTENANCE**

The Principal Period of Maintenance (PPM) shall be Monday through Friday, 8 a. m. to 5 p. m., eastern time, Commonwealth holidays excluded. The Commonwealth, by giving fifteen (15) days written notice to the Contractor, may designate different hours or days for PPM.

**63. CONTRACTOR'S EQUIPMENT WARRANTY POINT-OF-CONTACT**

The Contractor shall provide the Commonwealth with designated points of contact and toll-free telephone numbers for warranty Services.

**64. SERVICES WARRANTY**

All Services purchased under this Agreement remain under warranty for the time period commencing after acceptance by the Commonwealth or Authorized User and continuing to expiration of the Agreement, or discontinuance of the Services at the discretion of the Commonwealth or Authorized User.

Contractor shall deliver and maintain the Services as described herein. In addition, the Contractor shall provide a single point of contact for the reporting of Service problems encountered by the Authorized User. The Contractor shall provide local Service representatives for the reporting of Service problems during normal business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, excluding state holidays. The Contractor shall also provide an "800" telephone number twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays for the reporting of Service problems during non-business hours.

**65. SERVICE DOWNTIME CREDITS**

The Authorized User shall be rebated, or credited, a prorated hourly portion of the applicable monthly Service charges for each occurrence during which the Authorized User is denied use of the Service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Authorized User is denied access to the Service. In addition, the Commonwealth shall be rebated, or credited, all applicable monthly Service charges for any twenty-four (24) hour period of sustained outage of Services. Contractor provided rebates or credits shall never exceed the cost of the Services

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**CONTRACTOR**

BY: \_\_\_\_\_

NAME: Dominique mills

TITLE: Vice President General Manager

DATE: 9-13-02

**COMMONWEALTH OF VIRGINIA**

BY: \_\_\_\_\_

NAME: Joe A. Parr  
~~Jeff Davis~~

TITLE: Engineer  
~~Contracts Manager~~

DATE: 9/17/02

**ATTACHMENT "A"**  
**TO**  
**AGREEMENT VA-020901-ALTL**

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA-020901-ALTL between ALLTEL Communications and the Commonwealth of Virginia. In the event of any inconsistency between this Attachment "A" and Agreement VA-020901-ALTL, the provisions of Agreement VA-020901-ALTL shall control.

**SERVICES AND PRODUCTS (EQUIPMENT) PRICES**

A listing of all prices for Services and products available under this Agreement is included herein as Table 1 to this Attachment "A". The rate plans and prices contained herein are effective November 1, 2002. Rate plans and pricing thereof contained in Contract VA-980301-360 remain in effect through October 31, 2002.

**ORDERS**

1. **Services:** DIT will issue Telecommunications Services Orders (TSOs) to the Contractor for the Services identified herein. The following individuals are appointed as authorized Ordering Officers whose authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms, and or conditions agreed upon by the parties hereto.
2. **Equipment:** Authorized Users may order Equipment identified herein directly from the Contractor by one of the following methods:
  - a. Issuing Agency Purchase Order, Form DBS-41-001
  - b. Charge Card:
    - 1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed \$5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three (3) business days.
    - 2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.
  - c. A Delivery Order issued by the Acquisition Services Division, DIT.

## **SERVICES COMMENCEMENT DATE**

All Services shall commence within twenty-four (24) hours from the receipt of a Telecommunications Services Order (TSO) issued by DIT, unless stated otherwise on the TSO.

## **EQUIPMENT DELIVERY DATE**

The Contractor shall deliver the Equipment ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement.

## **SERVICES BILLING**

1. The Contractor shall provide a single monthly bill to DIT that:
2. Includes charges, from all participating carriers, for the billing period.
3. Contains no charges over 90 days old.
4. Contains rates consistent with the Contract.
5. One (1) paper bill, summarizing all charges and discounts.
6. A magnetic tape (IBM EBCDIC 16 or 32-track cartridge tape) of all call detail information from all participating carriers. CD-ROM with identical information may be proposed as an alternative. This tape/CD shall include, as a minimum:

- Originator's 10-digit phone number (in-bound and out-bound)
- 10-digit destination number (in-bound and out-bound)
- Calling location (Tower Location, City, County, State, etc.)
- Destination location
- Time of call beginning
- Duration or Ending Time of Call
- Roaming Indicator
- Long distance minutes and charges, if applicable
- Airtime minutes (may be the same as duration)
- Airtime charges, if applicable
- Other charges that are valid on a "per call" basis

DIT will deduct fifteen percent (15%) from the total consolidated monthly magnetic tape for each month and remit the remainder in accordance with the terms and conditions as provided herein.

## **EQUIPMENT BILLING**

The Contractor shall bill the Authorized User directly for any Equipment purchased from this Agreement.

## **EQUIPMENT WARRANTY**

Contractor shall provide twelve months of Depot (return to vendor) warranty Services for all Equipment purchased under this Agreement at no cost to the Commonwealth. Such warranty support shall include all labor and materials necessary to keep the Equipment in operational condition, in accordance with the Original Equipment Manufacturers (OEMs) then current published specifications. Upon delivery of a malfunctioning unit, Contractor shall provide a loaner phone within one (1) hour, pre-programmed to the Commonwealth user, at no cost. The Contractor will send the broken telephone to the OEM for repair or replacement at the Contractor's expense. If the damaged phone is found to be unrepairable, a new phone will be issued for replacement at no cost to the Commonwealth. The replacement phone will be programmed for the user's phone number at no cost. This warranty does not apply to Equipment malfunctions attributable to user misuse or neglect.

All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts which have been replaced shall become the property of the Contractor.

## **CONTRACTOR POINTS OF CONTACT**

### Commonwealth of Virginia Coordinator

Coley Eckenrode  
ALLTEL Communications  
9201 Arboretum Parkway, STE 200  
Richmond, VA 23236  
(804) 840-5000

## **DIT POINTS OF CONTACT**

### Contract Compliance Information

T. J. Hudson, CPPB, VCO  
Contracts Administrator  
Phone: 1-804-371-5971  
Email: [thudson@dit.state.va.us](mailto:thudson@dit.state.va.us)  
Fax: 1-804-371-5969

### Technical Information

Paul D. Hoppes  
Telecommunications Engineer  
Phone: 1-804-371-5580  
Email Address: [phoppes@dit.state.va.us](mailto:phoppes@dit.state.va.us)  
Fax: 1-804-786-4177

**TABLE 1**  
**to Attachment "A"**  
**Contract VA-020901-ALTL**

**COMMONWEALTH OF VIRGINIA RATE PLANS**

	Monthly Access	Package Minutes	Overage	Toll Included	Coverage Area	Roaming airtime w/ LD
Analog	\$8.95	0	\$0.20	VA/DC	VA and DC	\$0.50
Digital	\$8.95	0	\$0.17	VA/DC	VA and DC	\$0.50
Analog	\$20.00	100	\$0.20	VA/ DC	VA- DC	\$0.50
Digital	\$20.00	200	\$0.17	VA/DC	VA- DC	\$0.50
Digital	\$34.95	600	\$0.17	VA/ DC	VA- DC	0.50
Digital	\$48.95	1000	\$0.17	VA/ DC	VA- DC	0.50
Digital	\$74.95	1700	\$0.17	VA/ DC	VA- DC	0.50
Digital Regional ALLTEL and all zones	\$44.95	600	\$0.20	Y- while in regional coverage area (\$0.25 toll outside of coverage area)	MD-FL for ALLTEL ME -FL Zone 4 ME- FL Zone 5 PA- FL Zone 7	0.50 (plus \$0.25 toll)
Digital Total Freedom- ALLTEL including Zone 5 and 7	\$48.95	300	\$0.25	Yes	United States	n/a
Digital Total Freedom- Zone 4	\$48.95	300	\$0.30	Yes	United States	n/a
Digital Total Freedom- ALLTEL including Zone 5 and 7	\$88.95	900	\$0.25	Yes	United States	n/a
Digital Total Freedom- Zone 4	\$100.00	900	\$0.25	Yes	United States	n/a

Minimum of 8000 access lines will be required.

**ADDERS**

	Monthly Access	Package Minutes
Enhanced Voice Mail	Included	
Caller ID	Included	
3-Way Calling	Included	
Call Forwarding	Included	
Call Waiting	Included	
Mobile to Mobile Calls (Based on Switched local area)	\$4.95	300 Analog/ 500 Digital
Internet Email Access	\$4.95	
Numeric or Short Message Paging	\$4.95	
Flat Rate Toll Free Option Only available on new lines of service activated with ALLTEL (Richmond) phone numbers	\$2.95	

**FEE'S**

	Monthly Charge per line
LISE ALLTEL Zone 4 Zone 5 Zone 7	\$0.00 \$0.55 \$0.48 \$0.52
Directory Assistance (Charge per Initiated phone call) ALLTEL and Zone 5 Zone 4 Zone 7	\$1.25 \$1.20 \$0.00
Land-Line Termination	\$0.00

**Table 1 (Continued)  
to Attachment "A"  
Contract VA-020901-ALTL**

**COMMONWEALTH OF VIRGINIA EQUIPMENT AND ACCESSORIES PRICE LIST**

Item	Model	Manufacturer	Description	Lease or Purchase	Unit Price
Zones 1 - 8 (except Zone 4)	5185I	Nokia	tri-mode phone	purchase	\$ 49.95
Cingular	5165	Nokia	tri-mode phone	purchase	\$ 49.95

Zone 1, 2, 3, 6, and 8	5135	Kyocera	tri-mode phone	purchase	\$ 99.95
Zone 5	3285	Nokia	tri-mode phone	purchase	\$ 99.95
Zone 7	V120	Motorola	tri-mode phone	purchase	\$ 99.95
Cingular	3360	Nokia	tri-mode phone	purchase	\$ 99.95

Zones 1, 2, 3, 5, 6, and 8	270c	Motorola	tri-mode phone	purchase	\$ 149.95
Zone 7	V80	Motorola	tri-mode phone	purchase	\$ 149.95
Cingular	8260	Nokia	tri-mode phone	purchase	\$ 149.95

During the duration of the contract, handsets may be replaced with new models. ALLTEL will, at all times, provide handsets that fall into the category of good, better and best standards. ALLTEL does provide additional models within each category that may vary in price due to features and functionality of the handsets. Please contact your local state representative for pricing information.

Accessories	Price	Zones
Cigarette Lighter Adapters	\$ 25.00	All
Cases/Belt Clips/Holsters	\$ 15.00	All
Headset	\$ 30.00	All
Desktop Charges	\$ 65.00	All
Batteries- standard lithium ion	\$ 60.00	All
Hands Free Car kits	\$ 175.00	All
Zero-install hands free car kits	\$ 85.00	All

Additional accessories that are on the above list are also available. Please contact local state representative for pricing information.

**ATTACHMENT "B"  
TO  
AGREEMENT VA-020901-ALTL**

**TRANSITION SCHEDULE**

Attachment "B" is hereby incorporated into and made an integral part of Agreement Number VA-020901-ALTL between ALLTEL Communications and the Commonwealth of Virginia. In the event of any inconsistency between this Attachment "B" and Agreement VA-020901-ALTL, the provisions of Agreement VA-020901-ALTL shall control.

**NEW RATE PLANS**

On October 1, 2002 DIT will convert all current rate plans to a conversion default plan. However, Authorized Users may begin submitting Telecommunications Services Requests (TSRs) to DIT to convert existing cellular phone numbers to the new rate plans contained herein. The TSRs must be received by DIT no later than October 25, 2002 in order to become effective November 1, 2002.

Authorized Users may continue to use the default rate plan or submit a TSR to DIT to convert to any of the plans contained herein. TSRs requesting conversion of rate plans not received by October 25, 2002 will not be converted to the requested rate plan until December 1, 2002.

If a digital rate plan is selected by the Authorized User, an Order must be submitted to Alltel by the Authorized User in the event a digital handset is not in use with the current phone number.

**INSTALLATION OF PRL LIST INTO HANDSETS**

New PRL lists must be installed into all handsets in current use within Alltel zones (Zones 1, 2, 3, 6, and 8) and U. S. Cellular Zone 7.

Alltel will contact each Authorized User weekly on Tuesday or Thursday between 9:00 a. m. and noon from the effective date of this Agreement through November 30, 2002 to install an updated software program into digital handsets. An Alltel representative will contact the Authorized User's Procurement Official and/or Telecommunications Coordinator to set the date and time for the installation. Wireless telephone users should contact their appropriate Procurement Official or Telecommunications Coordinator for information about the scheduled date(s) for the installation of the software. The installation schedule should be confirmed no later than October 31, 2002.

DIT will provide contact information to the Contractor for the Authorized Users. Alltel will contact the Authorized Users directly to set up the date and time for the installations. Alltel will provide DIT with the wireless telephone numbers that have converted to the new software weekly. This may be accomplished electronically. Alltel will coordinate with the DIT Communications Engineer to provide a representative at DIT weekly through October 31, 2002 on Tuesday, Wednesday and Thursday from 9:00 a. m. to 1:00 p. m. DIT will provide a work area for the Alltel representative.

**This plan may be modified only by a mutual written agreement by both parties to the Contract.**

**ATTACHMENT "C"  
TO  
AGREEMENT VA-020901-ALTL**

***CERTIFICATION REGARDING LOBBYING***

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

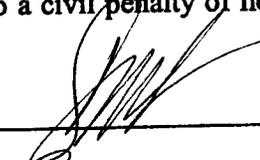
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

  
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*Dominique Mills*  
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