



Commonwealth of Virginia
Virginia Information Technologies Agency

PAGING SERVICES CONTRACT

Date September 1, 2004
CONTRACT NUMBER VA-981001-METR
CONTRACT PERIOD October 1, 2004 – March 31, 2005
AUTHORIZED USERS All Public Bodies
VENDOR Metrocall
3850 Gaskins Road
Richmond, Va 23233
ORDERING CONTACT PERSON Don Spangler, VITA
(804) 371-8538
TECHNICAL CONTACT PERSON Paul Hoppes, VITA
(804) 371-5580
BILLING CONTACT PERSON David Boykin, VITA
(804) 225-4312
CONTRACT CONTACT PERSON Joe Parr, VITA
(804) 371-5991

MANDATORY: This contract is a Telecommunications Services contract and is Mandatory for State Agencies unless an exception is authorized in writing by the Director, Telecommunications, VITA.

NOTE: The vendor will bill VITA directly for all paging service. VITA will be responsible for billing and collecting from individual user agencies.

NOTE: Updates to this contract will be posted on the internet at the following address:
<http://www.asd.virginia.gov>

NOTE: Coverage maps are available on the above referenced SCM website or may be obtained by faxing a Request to SCM at (804) 371-5969.

SCOPE

All public bodies, as defined in Section 11-37 of the Code of Virginia, may acquire Paging Services under the terms and conditions of this Agreement. Digital and Alphanumeric paging services are available on either nationwide, statewide or local basis. Two-Way Paging is available on a statewide basis.

Service is not available in all localities. Contact VITA or Metrocall to determine service coverage areas.

ORDERS

All orders for service shall be placed by DIT's Ordering Officers, appointed by the VITA Contracts Manager. **The contractor will accept orders only from VITA.** The ordering vehicle for users shall be a Telecommunications Service Request (TSR) submitted to VITA by mail or fax. The facsimile number for submission of orders is (804) 371-6343.

The TSR shall state the number of pagers and the type of service (Nationwide, Statewide, Local, or 2-Way) as well as the required contact and delivery information.

Users currently with service provided by Metrocall may convert to the VITA plan when their current contract expires. If these agencies own their equipment and wish to retain the existing phone numbers, the TSR should list the phone numbers of the pagers to be converted to the VITA contract.

TERM

One year with two (2) one-year renewals remaining.

Individual accounts shall be based on a "month-to-month" contract (60 days minimum). Service may be cancelled upon 30-day notice. Any equipment provided shall be returned to the vendor.

EQUIPMENT

The vendor will provide a suitable paging device (new or refurbished) with the establishment of each account. The device shall remain the property of the vendor. The vendor will repair or replace any failing unit within 24 hours as long as the contract is in effect. The Commonwealth will notify the vendor and pay a replacement cost for any lost or stolen devices at the rate identified in the schedule. Lost belt clips, battery covers, etc. will be replaced by the vendor at no charge.

Digital Pagers supplied will have selectable tone and vibrator capable of displaying and storing a minimum of five (5) pages with a minimum of twelve (12) digits. Pagers will be able to recognize a duplicate page and not record it as a second individual page. The display will be lighted for dark or low light areas. The ability to program multiple numbers to the pager is required.

Alphanumeric Pagers will have a selectable tone and vibrator alarm, and be capable of storing at least twenty (20) eight (8) character messages. Any software necessary for alphanumeric paging will be provided to the subscribing agency at no cost. Upgrades or updates will be furnished in a timely manner, whenever they occur, at no cost.

All offered pagers use standard 1.5 volt AA or AAA size alkaline or rechargeable batteries.

SERVICE

Airtime will be available 24 hours a day, 7 days a week, 365 days a year with a guarantee that 98% of all pages to a user within the designated service area will be received. This contract has been modified to include 2-Way Paging Services.

Please visit our Website to view Paging rates. <http://asd.virginia.gov>

VENDOR CONTACT FOR SERVICE:

Ms. Vickie Peththel
804-256-8001
pethtelv@metrocall.com

Ms. Debbie Brown
MVP/VIRGINIA
(757) 498-7243 Office
(757) 498-8101 Fax
debbie.brown@my2way.com

**MODIFICATION #16
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

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 Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #16 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

Reference: Page C-5 of C-12, paragraph 13 entitled, "Modifications":

Both of the above-referenced parties hereby agree to extend the term of Contract VA-981001-METR for a period of six months from October 1, 2004 through March 31, 2005.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

COMMONWEALTH OF VIRGINIA

BY: Debbie A. Brown

BY: Joe A. Parr

NAME: Debbie A. Brown

NAME: Joe A. Parr

TITLE: Market Vice President

TITLE: Tech Contracts Manager

DATE: 8/31/04

DATE: 8/31/04

**MODIFICATION #15
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

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 Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #15 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #15 is to add SafetyNet to the Agreement.

Reference: Page C-5 of C-12, paragraph 13 entitled, "Modifications":

Both of the above-referenced parties hereby agree to add SafetyNet services to the Agreement as delineated herein:

SafetyNet is a web-based short messaging network enabling delivery of SMS messages. It interconnects all mobile devices, pagers, cell phones, PDA's, and e-mail into a single network. It allows for creation and delivery of short text messages from multiple devices, including mobile, and sends to receiver "groups" of all sizes simultaneously to all of their mobile devices and email. SafetyNet operates with all carrier networks and text enabled devices.

The key features and benefits of SafetyNet are delineated in the following Table:

Key Features	Benefits
Sends from any 2-way mobile messaging device or internet capable PC	Maximizes sending ability and sender convenience
Provides unlimited group capability	Organize/setup intra or inter groups of 10's, 100's or 1000's
Works with users current mobile devices and PC's	Minimal training required. Uses familiar hardware and systems
Reaches all message receivers on all SMS capable devices	Optimizes the probability of receiving critical/priority messages
Hosted Solution	No new software loaded onto existing systems. Reduces internal IT system exposure
No upfront costs	No capex. No monthly service/maintenance fees or upgrade/new release fees
Carrier class global network platform and system architecture	High reliability, security, and capacity

Easy provisioning	Simple .txt file spreadsheet export from existing messaging database (Outlook, Domino)
Flexible Administration	Centralized for command and control. Decentralized for individual users

1. Base Service:

- Receive only, no reply functionality
- Deliver to:
 - 1-way and 2-way pagers
 - Any email address
 - Wireless cellular providers
 - Blackberry devices

Above can be added to any SafetyNet group distribution

Unlimited receive capacity

Users will not have access to www.irisafetynet.com website

2. 2-Way Full Service:

- Send and reply functionality
 - a. All Basic Service functionality plus:
 - Send to other SafetyNet identities/profiles
 - Send to other established SafetyNet groups
 - Full access to the www.irisafetynet.com site and personal information
 - Add/delete/change personal devices
 - b. Conformation log
 - Tells user if message was delivered into carrier's network
 - Each message time and date stamped
- Group Messaging
 - a. Max 5 groups w/10 persons per group
 - b. 3 (email plus 2) receipt devices per identity

3. Administration Level Access

- Basic Service and 2-Way Full Service Features plus :
 - a. Unlimited Group Scope Capability
 - 100's of groups and sub-groups
 - 100's of users, mixture of all devices
 - Reply will go to selected registered devices
 - Add/delete/change specific devices to receive messages
 - b. Access to all users' message records and personal profiles
 - Message archives and reports
 - Data base of all messages sent and replied to

4. Pricing

1.	Base Service Receive only, no reply functionality	\$2.00 per user per month
2.	Two-way Full Service Send and Reply functionality	\$4.00 per user per month
3.	Managerial/Administrative Level Basic and two-way service features Plus unlimited group capabilities	\$10.00 per user per month
	a) 5000 group messages	\$10.00 per month plus \$.10 per call for Overcalls
	b) 15,000 group messages	\$20.00 per month plus \$.10 per call for Overcalls
4.	Activation Fee	\$2.00 per user

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

BY: Debbie A. Brown

NAME: Debbie A. Brown

TITLE: MVP

DATE: 12/19/03

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 12/29/03

**MODIFICATION #14
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

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 Metrocall, Incorporated, hereinafter referred to as "Contractor", relating to the modification of the above referenced contract. This Modification #14 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

REFERENCES: Page C-5 of C-12, Paragraph 15, as modified:

The Commonwealth, at its sole option, extends the term of Contract VA-981001-METR, as specified in the above reference, from October 1, 2003 through September 30, 2004.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

The Virginia General Assembly passed legislation that abolishes the Department of information Technology as of July 1, 2003. All activities and functions of DIT will be consolidated into a new agency that will become the Virginia Information Technologies Agency. Therefore, for the purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

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.

METROCALL, INCORPORATED

COMMONWEALTH OF VIRGINIA

BY: Debbie A. Brown
NAME: Debbie A. Brown
TITLE: Market Vice President, Virginia
DATE: 8/07/03

BY: Joe Parr
NAME: Joe Parr
TITLE: Tech Contracts Manager
DATE: 8/11/03

COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY



CONTRACT RENEWAL FORM

AGENCY NAME: Department of Information Technology AGENCY CODE: 138
SITE ADDRESS: 111 South Sixth Street, 1st Floor, Richmond, VA 23219
BILLING ADDRESS: 110 7th St., 3rd Floor, Richmond, VA 23219 ATTN:Accounts Payable
AGENCY CONTACT: Bob Davidson
VENDOR NAME: Metrocall
VENDOR ADDRESS: 3850 Gaskins Road, Suite 250, Richmond, VA 23233
VENDOR CONTACT: Ms. Sun Dowdy TELEPHONE: (804) 346-9200
PRODUCT OR SERVICE TO BE RENEWED: Statewide Paging Services

REASON FOR RENEWAL: Continuing requirement

PERIOD OF RENEWAL: FROM: October 1, 2003 TO: September 30, 2004
RENEWAL CONTRACT AMOUNT: \$ _____ PER: _____
PREVIOUS CONTRACT AMOUNT: \$ _____ PER: _____

ORIGINAL APR NUMBER: 81/98-138
ORIGINAL APR APPROVAL NUMBER: L92
CONTRACT NUMBER: VA-981001-METR

AUTHORIZED BY:
SIGNATURE: Carmen Y. Holmes
NAME (PRINT): Carmen Y. Holmes
TITLE: Contract Administrator
DATE: August 4, 2003

TELEPHONE: (804) 371-5614

FOR DIT USE ONLY
CRF #: 04-004
ASSIGNED TO: Hudson
DATE ASSIGNED: 8/5/03
ORDER #: MOD#14

MODIFICATION #13
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED

This MODIFICATION #13 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and METROCALL, INCORPORATED, hereinafter referred to as "Contractor," relating to the modification of Contract VA-981001-METR, as amended. This Modification #13 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

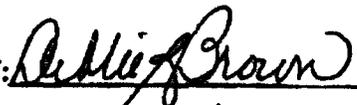
Both parties hereby agree to modify the above-referenced Agreement to add the advanced messaging Service options and pricing delineated at Attachment A. The Contractor agrees to invoice DIT for the prices identified herein, and continue to provide an aggregate fifteen percent (15%) volume discount on a monthly basis for all invoiced Services. These advanced messaging services are available upon request by all "Authorized Users" defined as all Virginia state agencies, institutions, and other public bodies as delineated in the above-referenced Contract, with Services to be available effective upon the execution of this Modification.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

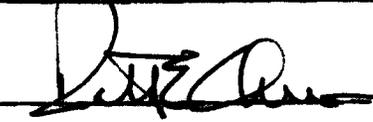
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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.

METROCALL, INCORPORATED

BY: 
NAME: Debbie A. Beowa
TITLE: Market Vice President
DATE: 2/12/03

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Robert E. Gleason
TITLE: Technology Contracts Mgr
DATE: 2/13/03

**ATTACHMENT A
MODIFICATION #13
TO
CONTRACT VA-981001-METR**

DLT Advanced Messaging Pricing:

Advanced Messaging Plans	Mgs. Month	Overcalls Charges Per Message	Rate	Rental Activation Fee	Fee/Lease Option	Waiver Fee
Free2Room Value	1000	\$0.06	\$17.95	\$20.00/unit	\$9.00	\$3.00
Free2Room Standard	1250	\$0.05	\$22.95	\$20.00/unit	\$9.00	\$3.00
Free2Room Preferred	3000	\$0.05	\$27.95	\$20.00/unit	\$9.00	\$3.00
Free2Room Executive	3500	\$0.04	\$47.95	\$20.00/unit	\$9.00	\$3.00

Toll Free Number is \$8.95 (applies only to two-way paging already on contract)

Vanity Addresses are \$1.00

Loss Fee/Replacement Fee for T900 is \$75.00

Virginia and North Carolina Coverage on 929.5125 is an additional \$4.00.

MODIFICATION #12
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED

02 JUL 18 PM 4:08

This MODIFICATION #12 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and METROCALL, INCORPORATED, hereinafter referred to as "Contractor," relating to the modification of Contract VA-981001-METR, as amended. This Modification #12 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #12 is to extend the term of the above-referenced Contract.

Reference: Page C-5 of C-12, paragraph 15, as modified:

The Commonwealth at its sole option extends the term of Contract VA-981001-METR, as specified in the above reference, from October 1, 2002 through September 30, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

COMMONWEALTH OF VIRGINIA

BY: Diane S. Harding
NAME: Diane S. Harding

BY: [Signature]
NAME: Robert E. Gleason

TITLE: Zone Manager

TITLE: Contracts Engineer

DATE: 7-15-02

DATE: July 15, 2002

**MODIFICATION #11
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

02 MAR 12 PM 4:06

This MODIFICATION #11 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and METROCALL, INCORPORATED, hereinafter referred to as "Contractor," relating to the modification of Contract VA-981001-METR, as amended. This Modification #11 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #11 is to add the option for statewide toll-free number access Service for one-way pagers, available upon request by all "Authorized Users" defined as all Virginia state agencies, institutions, and other public bodies as delineated in the above-referenced Contract, with Services to be available effective upon the execution of this Modification.

Both parties hereby agree to the following additional option to the above-referenced Agreement.

Reference: Page C-5 of C-12, paragraph 13, as modified:

"Toll-free Paging Service": This feature permits Authorized Users the option to use an assigned statewide access toll-free telephone number for one-way paging. This Service, to be provided at the sole option of the Authorized User, is to be offered at a statewide rate of \$2.30 per pager unit, per month.

This additional Service does not have an activation or set-up fee. The Contractor agrees to invoice DIT for the prices identified herein, and continue to provide an aggregate fifteen percent (15%) volume discount on a monthly basis for all invoiced Services.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

BY: Diane S. Harding

NAME: Diane S. Harding

TITLE: Sales Manager

DATE: 3-11-02

COMMONWEALTH OF VIRGINIA

BY: [Signature]

NAME: Robert E. Gleason

TITLE: Contracts Engineer

DATE: March 8, 2002

**MODIFICATION #10
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #10 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #10 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #10 is to extend the term of the above referenced agreement.

Reference: Page C-5 of C-12, paragraph 15, as modified.

The Commonwealth, at its sole option, extends the term of Contract VA-981001-METR as specified in the above reference, from October 1, 2001 through September 30, 2002.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

BY: Diane S. Harding

NAME: Diane S. Harding

TITLE: Sales Manager

DATE: July 10, 2001

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: July 2, 2001 

**MODIFICATION #9
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #9 is to add the Motorola T900 2-way pager as a lease option to contract VA-981001-METR

Both parties agree to the following additional option to the Contract:

Reference: Page C-5 of C-12, paragraph 13, as modified.

1. Motorola T900 2-Way Pager - Equipment Lease Option

Pager	Monthly Rate Per Unit	Monthly Insurance Per Unit
T900	\$9.14	\$3.53

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

BY: Diane S. Harding

NAME: Diane Harding

TITLE: Sales Manager

DATE: 4/3/01

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: 4.3.01 April 3, 2001

**MODIFICATION #8
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #8 is to add the Metrocall My2Way message service to contract VA-981001-METR. My2Way message service shall be available to all authorized users statewide, where available, upon execution of this Modification.

Both parties agree to the following additions to the Contract:

Reference: Page C-5 of C-12, paragraph 13, as modified.

1. My2Way Standard Monthly Service Plans - Service Only

Basic Rate	No. of Included Messages	Overall charges per message
\$11.45	150	\$0.08
\$14.90	300	\$0.07
\$24.09	500	\$0.05
\$41.34	1000	\$0.04
\$105.75	2500	\$0.03

- Word messages are billed up to 100 characters per message (spaces and punctuation count as characters). Additional characters over each 100 character increment count as an additional message. As an example, a 500 character message counts as five (5) messages. Overages are calculated at the end of each month based on messages placed over the service plan allowance.
- Non-refundable activation fee per unit of \$20.00.
- Local telephone numbers are included. Toll-free numbers are available for \$8.95 per unit per month.
- The Commonwealth may change service plans via a Telecommunications Service Order (TSO) issued by The Department of Information Technology (DIT). All plan changes shall be effective at the beginning of the next billing cycle following notification.

D.I.T.

- 2. The Contractor agrees to invoice DIT for the prices identified herein and provide a 15% volume discount, monthly.
- 3. The Contractor further agrees to provide DIT with detailed billing information for each unit, including, but not limited to, the following:
 - Invoice Number
 - Invoice Date
 - 2-way local and/or toll free telephone number
 - Agency Name
 - Agency Location (address)
 - Fixed Monthly Charges
 - Number of messages with number of characters per message
 - Credits, if any
 - Total Monthly Charge

The Commonwealth may change service plans via a Telecommunications Service Order (TSO) issued by The Department of Information Technology (DIT). All plan changes shall be effective at the beginning of the next billing cycle following notification.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

COMMONWEALTH OF VIRGINIA

BY: [Signature]

BY: [Signature]

NAME: Pamela Humphrey

NAME: Joe A. Parr

TITLE: AS Mgr

TITLE: Contracts Engineer

DATE: 8/2/00

DATE: August 1, 2000



**MODIFICATION #7
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Metrocall, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #7 is hereby incorporated into and made an integral part of Contract VA-981001-METR.

The purpose of this Modification #7 is to extend the term of the above referenced agreement.

Reference: Page C-5 of C-12, paragraph 15, as modified.

The Commonwealth, at its sole option, extends the term of Contract VA-981001-METR as specified in the above reference, from October 1, 2000 through September 30, 2001.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.**

METROCALL, INCORPORATED

BY: Roseanne Bailey
NAME: Roseanne Bailey
TITLE: Sales Manager
DATE: 6-29-00

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr
NAME: Joe A. Parr
TITLE: Contracts Engineer
DATE: June 27, 2000 

**MODIFICATION #6
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

99 AUG 12 PM 1:46

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Metrocall, Inc., hereinafter referred to as "Contractor". This Modification #6 is hereby incorporated into and made an integral part of the Contract.

The purpose of this Modification #6 is to clarify a contract number notation in modification #5 and extend the term of the above referenced agreement.

Both parties agree to the following:

- 1. Reference:** Modification #5, paragraph beginning with "The foregoing is the . . ." Delete the paragraph in its entirety and replace with the following.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

- 2. Reference:** Page C-5 of C-12, paragraph 15, as modified;

The Commonwealth, at its sole option, extends the term of Contract VA-981001-METR as specified in the above reference, from October 1, 1999 through September 30, 2000.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INCORPORATED

BY: Sue Dowdy

NAME: Sue Dowdy

TITLE: Sales Manager

DATE: 8/10/99

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: 7-27-99



**MODIFICATION #5
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

99 JUL 23 PM 2: 41

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Metrocall, Inc., hereinafter referred to as "Contractor". This Modification #5 is hereby incorporated into and made an integral part of the Contract.

The purpose of this Modification #5 is to provide as an option, the Motorola ADVISOR Elite alphanumeric pager. The ADVISOR Elite shall be available to the Commonwealth's users upon execution of this Modification.

Equipment Upgrade:

Motorola ADVISOR Elite pager - an additional \$2.36 per month

A non-inclusive listing of the pager features are: four (4) standard lines of text, a zoom capability which allows the print to be enlarged displaying on two (2) lines, and the capability to accept e-mail messages.

The Motorola ADVISOR Elite pager is available as an addition to the local, statewide or nationwide service plan. As further clarification, the \$2.36 per month cost for the ADVISOR Elite pager option is in addition to any of the three (3) existing Standard alphanumeric plans as noted below:

	<u>Standard-Alphanumeric</u>	<u>Total cost w/Elite alphanumeric pager</u>
Local coverage	\$ 8.18 / month	\$10.53 / month
Statewide coverage	\$12.88 / month	\$15.24 / month
Nationwide coverage	\$29.35 / month	\$31.71 / month

Replacement cost for an ADVISOR Elite pager is \$88.25

The Contractor agrees to invoice DIT for the prices as identified herein and provide a fifteen percent discount, monthly.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-980301-360 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.

METROCALL, INCORPORATED

BY: Sue Dowdy

NAME: Sue Dowdy

TITLE: Sales Manager

DATE: 7/22/99

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis

NAME: Jeff Davis

TITLE: Contracts Manager

DATE: 7-20-99

99 FEB -5 PM 2:51

**MODIFICATION # 4
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Metrocall, Inc hereinafter referred to as "Contractor" relating to the above contract. This Modification #4 is hereby incorporated into and made an integral part of the Contract.

Both parties hereby agree to the following additions to the above referenced Agreement:

1. "Tone and Voice Paging": This service is used primarily by the seeing impaired and requires a special pager. The total cost of this service is \$12.59 per month and is available in limited areas.
2. "Southwest Regional Paging Service": This service is provided for the southwest region of Virginia where coverage can be improved from local plans. The rates for this service are \$8.18 per month for Southwest Region Digital and \$12.88 per month for Southwest Region Alpha-numerics. These services are provided at statewide rates because the coverage area is not considered local.

Both identified services listed above have no activation fees, and no set up fees. The Contractor shall invoice DIT for the price as stated herein and provide a fifteen percent discount, monthly.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-981001-METR 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.

METROCALL, INC.

BY: Sue Dowdy
NAME: Sue Dowdy
TITLE: Sales Manager
DATE: _____

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis
NAME: Jeff Davis
TITLE: Contracts
DATE: 3-10-99



**MODIFICATION # 3
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Metrocall, Inc hereinafter referred to as "Contractor" relating to the above contract. This Modification #3 is hereby incorporated into and made an integral part of the Contract.

Both parties agree to the addition of the specific "enhanced features" (features) as delineated below, to the above referenced Contract. These new features shall be available statewide to all Commonwealth users. The prices stated below are the total prices; the Contractor shall invoice DIT for each specific price as stated herein and provide the Department of Information Technology with a fifteen percent discount from each monthly invoice submitted to DIT for the "feature" services as listed herein. There is no one time set-up or initial fee to establish or begin any of these features, other than as listed herein.

1. VOICEMAIL AND PAGER ALERT

Plan	#of Messages	Msg. Length	Store time	Per month Price
Junior	5	15 sec.	12 hours	\$4.54
Standard	5	30 sec.	24 hours	6.84
Plus	10	60	48	9.14
Executive	20	120	72	12.59

Note: Voicemail with a toll free phone number is available in Executive plan only with 30 minutes included each month and 25 cents for each minute thereafter.

2. NUMERIC RETRIEVAL \$3.45 per month
3. CUSTOM PROMPT \$3.45 per month
4. GROUP CALL \$1.15 per month
5. 2nd PHONE NUMBER \$2.30 per month



6. MESSAGETRAK ALPHANUMBERIC PAGING is \$57.45 per month and includes monthly recurring costs, nationwide airtime, and insurance coverage for lost, stolen, or permanently damaged units.

7. ALPHA DISPATCH SERVICES
Alphamate Rental \$6.84 per month
Web Paging No Charge - www.metrocall.com
Personal e-mail connect fee \$10.00 per month
National Dispatch Center – live operator dispatch “Plus Plan” is \$22.94 per month
Includes 50 dispatches per month and 40 cents for each thereafter,
and
One time \$15.00 per pager dispatch activation fee.

8. BROADCAST ALERT
\$6.84 per month; includes all major headlines updates on a 900 MHz alpha pager periodically throughout the day.

9. LOTS ‘O LOTTO
\$4.54 per month; includes lottery information updated on a 900 MHz alpha pager.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-981001-METR 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.

METROCALL, INC.

BY: Sue Dowdy
NAME: Sue Dowdy
TITLE: Sales Manager
DATE: _____

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis
NAME: Jeff Davis
TITLE: Contracts
DATE: 12-23-98



OCT-19-1998 13:36

MODIFICATION #2
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN
METROCALL, INC.
AND THE
COMMONWEALTH OF VIRGINIA

REFERENCE: Modification #2 is hereby incorporated into and made an integral part of Contract Number VA-981001-METR executed the 1st day of October 1998, between Metrocall, Inc. hereinafter referred to as "Contractor" and the Commonwealth of Virginia, hereinafter referred to as the "Commonwealth" or "State".

The purpose of this modification is to revise the unit pricing set forth in the above referenced contract to reflect the Commonwealth's original intent, see Note#2 of IFB #98-08. By executing this Modification #2, the parties agree the each unit price originally identified in the Schedule shall be increased by fifteen (15%) percent and that the Contractor shall provide the Department of Information Technology (DIT) with a fifteen (15%) percent discount from each monthly invoice submitted to DIT for paging services.

Based on this agreement the unit pricing for each Contract Line Item Number (CLIN) is hereby changed as shown on Attachment "A" of this Modification #2.

All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION 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.

METROCALL INC.

COMMONWEALTH OF VIRGINIA

Liquan
Signature

Larry F. Schuchl
Signature

MARA A. HADSON
Name

Larry F. Schuchl
Name

DIRECTOR OF SALES
Title

Contracts Manager
Title

10.19.98
DATE

10-19-98
DATE

ATTACHMENT "A"
MODIFICATION #2
CONTRACT VA-981001-METR

Metrocall Paging Rates

Commonwealth of Virginia

Area	Digital	Alphanumeric	Service Fee	Digital Replacement	Alpha Replacement
Nationwide	19.12	29.35		41.18	58.82
Statewide	8.18	12.88		41.18	58.82
Central Virginia	3.18	8.18		41.18	58.82
Northern Virginia	3.18	8.18		41.18	58.82
Tidewater	3.18	8.18		41.18	58.82
Bristol	3.18	8.18		41.18	58.82
Big Stone Gap	3.18	8.18		41.18	58.82
Grundy/Richlands	3.18	8.18		41.18	58.82
Norton	3.18	8.18		41.18	58.82
Marion	3.18	8.18		41.18	58.82
Martinsville	3.18	8.18		41.18	58.82
Charlottesville	3.18	8.18		41.18	58.82
Danville	3.18	8.18		41.18	58.82
Lynchburg	3.18	8.18		41.18	58.82
Petersburg	3.18	8.18		41.18	58.82
Roanoke	3.18	8.18		41.18	58.82

The Contractor shall provide the Department of Information Technology with a fifteen (15%) percent discount from the total amount of each monthly invoice for paging services.

All other miscellaneous charges identified in the Schedule remain as originally stated, e.g. Nationwide paging, \$15.00 connection charge for the first 6 units only, Replacement of Digital Paging Device five per year at no charge, etc.

Modification #1
TO
CONTRACT NUMBER VA-981001-METR
BETWEEN
METROCALL, INC.
AND THE
COMMONWEALTH OF VIRGINIA

REFERENCE: Modification #1 is hereby incorporated into and made an integral part of contract number VA-981001-METR executed the 1st day of October 1998, between Metrocall, Inc. hereinafter referred to as "Contractor" and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State".

The purpose of this Modification #1 is to revise the pricing for two Contract Line Item Numbers (CLINs) #6 and #7. The price of CLINs #6 and #7 is being revised, since the original CLINs were not acceptable to the Commonwealth and the alternate pricing offered by the Contractor on page 22 of the solicitation should have been awarded as a part of the original contract but was inadvertently left off the award document.

Therefore the following change is made effective October 7, 1998.

STATEWIDE PAGING SERVICES Page 3

DELETE:

CLIN #6 Digital Paging Service (unlimited pages) Unit Price \$2.70
CLIN #7 Alphanumeric Paging Service (unlimited calls) Unit Price
\$6.95

STATEWIDE PAGING SERVICES Page 22

ADD:

CLIN #6 Digital Paging Service (unlimited pages) Unit Price \$6.95
CLIN #7 Alphanumeric Paging Service (unlimited calls) Unit Price
\$10.95

All other terms and conditions remain unchanged.

PERSONS SIGNING THIS MODIFICATION 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.

METROCALL, INC.

COMMONWEALTH OF VIRGINIA

Mark Hudson
Signature

Larry F. Schucht
Signature

MARK HUDSON
Name

Larry F. Schucht
Name

DIRECTOR OF SALES
Title

Contracts Manager
Title

10.14.98
DATE

October 7, 1998
DATE

COMMONWEALTH OF VIRGINIA

SOLICITATION, OF WORK AND AWARD
DATA PROCESSING / TELECOMMUNICATIONS

FIN:

1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-981001-METR	98-008	Jul 24, 1998	Aug 13, 1998	98	L 92

For Information Call: J. B. Edmonds Jr. (804) 371-5948

6. ISSUING OFFICE:

Department of Information Technology
Acquisition Services Division
110 S. 7th Street, Lobby Floor
Richmond, Va. 23219
ATTN: Bid Section

7. SHIP TO:

Dept. of Information Technology
110 S. 7th Street
Richmond, Va. 23219

SOLICITATION

8. Sealed bid(s) for furnishing the equipment, software or services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Aug 13, 1998.

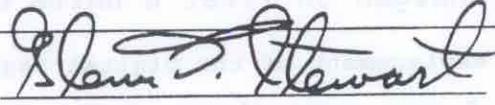
CAUTION - LATE OFFERS: See Paragraph 3 of the Solicitation Instructions

This is an advertised solicitation which consists of (1) the schedule of equipment, software and services, pages 2 thru 22; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-12; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time Aug 13, 1998, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.

All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.

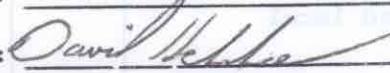
Glenn L. Stewart, Director
Acquisition Services


Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR:

Company Name: Metrocall, Inc.
Address: 3850 Gaskins Rd. #250
City, State: Richmond, Va. 23233
Signature: 
Name (Typed): David Helmke
Title: Market Vice President
Phone: 757-499-2337

10. BILL TO:

Dept. of Information Technology
Attn: Accounts Payable
110 South 7th Street, 3rd Floor
Richmond, VA 23219

866
727-2337

AWARD

11. Accepted as to Item Numbers:

Item's 1-5, 6-10, 11-15, 16-20, 21-25, 26-30, 31-35,
36-40, 41-45, 46-50, 51-55, 56-60, 61-65, 66-70, 71-75
and 76-80.

12. Amount:

See Indv.
Orders

13. Award Date:

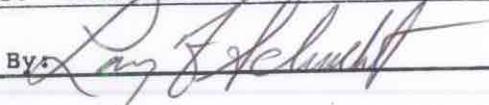
October 1, 1998

14. Name of Contracting Officer:

Larry F. Schucht
Contracts Manager

15. COMMONWEALTH OF VIRGINIA

By:



PAGES:

1 of 22

800 POOLS

800 PIN NUMBERS

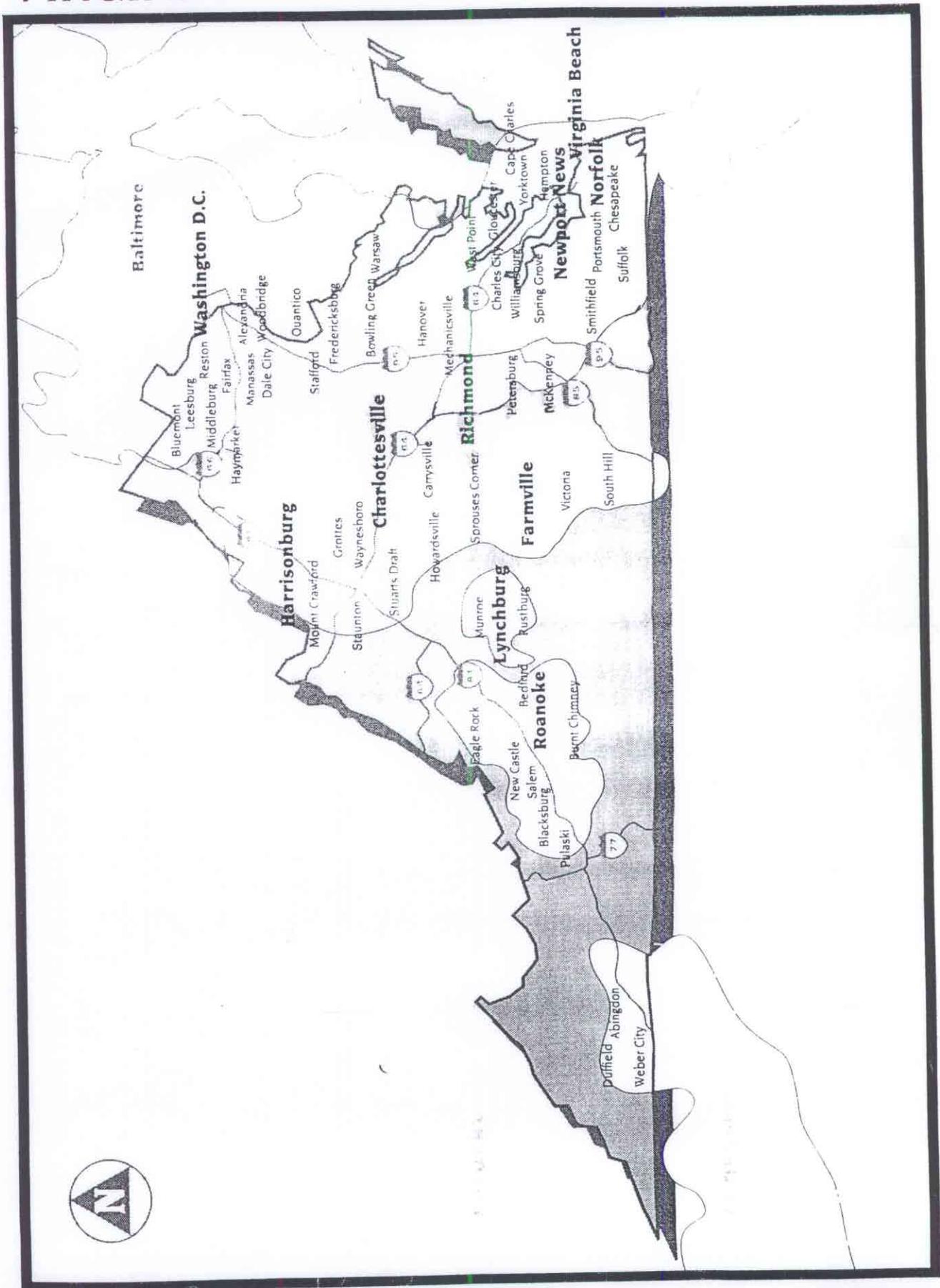
NORFOLK 147
800-486-7243RICHMOND 040
800-899-7247SOUTH BOSTON
065
800-767-3393ROANOKE 066
800-767-3393HARRISONBURG
084
800-745-7247WEST COAST
267 & 268NWN POOL
811, 885
027
260

LOCAL VA/DC POOLS

AMELIA	043
ALEXANDRIA	022/026
BEDFORD	061
CHARLOTTESVILLE	054/047
CHESTER	053
CREWE	044
CULPEPPER	009
DANVILLE	064
EMPORIA	056
FARMVILLE	042
FRANKLIN	144
FREDERICKSBURG	019
GLOUCESTER	142
GROVETON	026
HAMPTON/NN	146/149
HARRISONBURG	085
HERNDON	011
LEXINGTON	062
LYNCHBURG	063/072
PETERSBURG	055
MANASSAS	007
NEWPORT NEWS	149/146
NORFOLK	143
RICHMOND	050
ROANOKE	070
SOUTH BOSTON	065
SOUTH HILL	052
SMITHFIELD	141
SPRINGFIELD	258
STAUNTON	086
SUFFOLK	145
WARRENTON	024
WARSAW	051
WAYNESBORO	083
WINCHESTER	081
PULASKI	066
WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.	Page:
01/15/91				98-008	3 of 22
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:	INITIALS	
			(RDD) 30 DAYS ARO		
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	Statewide Paging Services				
6.	Digital Paging Service unlimited pages	20	ea.	2.70	54.00
7.	Alphanumeric Paging Service unlimited calls	10	ea.	6.95	69.50
8.	Service Connection Charges (if any)	30	ea.	0	
9.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00	
10.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00	
	Total Evaluated Cost (Items 6-10)				123.50
	Note: The vendor must attach Coverage maps and local exchange information for this area. Map 929.5125 Local				

1567



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale

929.5125 MHz

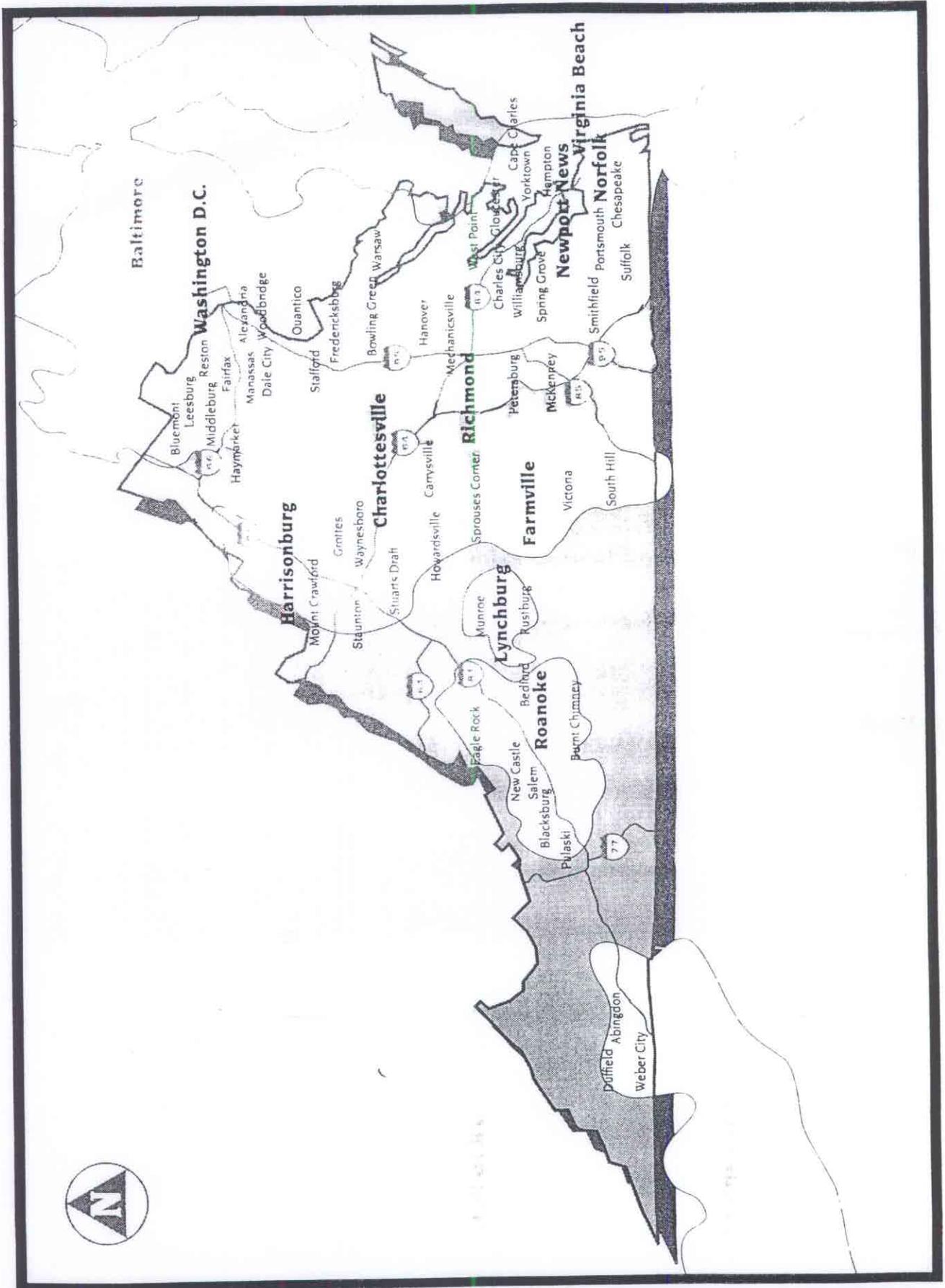
800 POOLS

LOCAL VA/DC POOLS

800 PIN NUMBERS		AMELIA	043
		ALEXANDRIA	022/026
NORFOLK	147	BEDFORD	061
800-486-7243		CHARLOTTESVILLE	054/047
		CHESTER	053
RICHMOND	040	CREWE	044
800-899-7247		CULPEPPER	009
		DANVILLE	064
SOUTH BOSTON		EMPORIA	056
065			
800-767-3393		FARMVILLE	042
		FRANKLIN	144
ROANOKE	066	FREDERICKSBURG	019
800-767-3393		GLOUCESTER	142
		GROVETON	026
HARRISONBURG		HAMPTON/NN	146/149
	084	HARRISONBURG	085
800-745-7247		HERNDON	011
		LEXINGTON	062
WEST COAST		LYNCHBURG	063/072
267 & 268		PETERSBURG	055
		MANASSAS	007
		NEWPORT NEWS	149/146
NWN POOL		NORFOLK	143
811, 885		RICHMOND	050
027		ROANOKE	070
260		SOUTH BOSTON	065
		SOUTH HILL	052
		SMITHFIELD	141
		SPRINGFIELD	258
		STAUNTON	086
		SUFFOLK	145
		WARRENTON	024
		WARSAW	051
		WAYNESBORO	083
		WINCHESTER	081
		PULASKI	066
		WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.	Page:
01/15/91				98-008	5 of 22
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS
			(RDD) 30 DAYS ARO		
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
Paging Services for the Northern Virginia Area					
16.	Digital Paging Service unlimited calls	20	ea.	2.70	54.00
17.	Alphanumeric Paging Service unlimited calls	10	ea.	6.95	69.50
18.	Service Connection Charges (if any)	30	ea.	0	
19.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00	
20.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00	
Total Evaluated Cost (Items 16-20)					123.50
<p>Note:</p> <p>The vendor must attach Coverage maps and local exchange information for this area.</p> <p>Map 929.5125 Local</p>					

1567



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale.

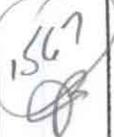
929.5125 MHz

800 POOLS

LOCAL VA/DC POOLS

800 PIN NUMBERS		AMELIA	043
		ALEXANDRIA	022/026
NORFOLK	147	BEDFORD	061
800-486-7243		CHARLOTTESVILLE	054/047
		CHESTER	053
RICHMOND	040	CREWE	044
800-899-7247		CULPEPPER	009
		DANVILLE	064
SOUTH BOSTON		EMPORIA	056
065			
800-767-3393		FARMVILLE	042
		FRANKLIN	144
ROANOKE	066	FREDERICKSBURG	019
800-767-3393		GLOUCESTER	142
		GROVETON	026
HARRISONBURG		HAMPTON/NN	146/149
	084	HARRISONBURG	085
800-745-7247		HERNDON	011
		LEXINGTON	062
WEST COAST		LYNCHBURG	063/072
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260		SOUTH BOSTON	065
		SOUTH HILL	052
		SMITHFIELD	141
		SPRINGFIELD	258
		STAUNTON	086
		SUFFOLK	145
		WARRENTON	024
		WARSAW	051
		WAYNESBORO	083
		WINCHESTER	081
		PULASKI	066
		WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.	Page:
01/15/91				98-008	7 of 22
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:	INITIALS	
			(RDD) 30 DAYS ARO		
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
Paging Services for the Bristol Virginia Area					
26.	Digital Paging Service unlimited calls	20	ea.	2.70	54.00
27.	Alphanumeric Paging Service unlimited calls	10	ea.	6.59	69.50
28.	Service Connection Charges (if any)	30	ea.	0	
29.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00	
30.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00	
Total Evaluated Cost (Items 26-30)					123.50
<p>Note:</p> <p>The vendor must attach Coverage maps and local exchange information for this area.</p> <p>Map 929.5125 Local</p>					

1567


800 POOLS

LOCAL VA/DC POOLS

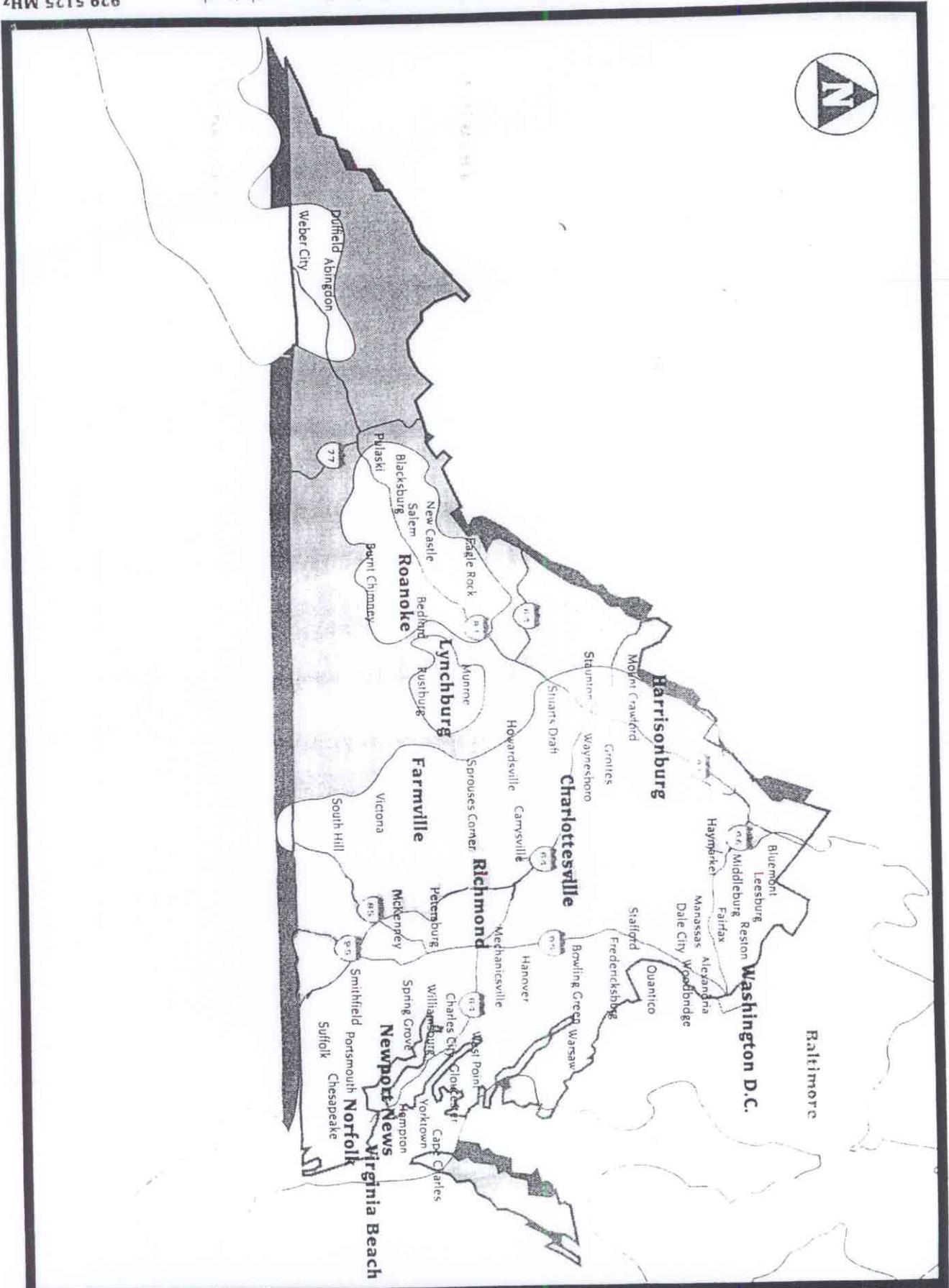
800 PIN NUMBERS		AMELIA	043
		ALEXANDRIA	022/026
NORFOLK	147	BEDFORD	061
800-486-7243		CHARLOTTESVILLE	054/047
		CHESTER	053
RICHMOND	040	CREWE	044
800-899-7247		CULPEPPER	009
		DANVILLE	064
SOUTH BOSTON		EMPORIA	056
065			
800-767-3393		FARMVILLE	042
		FRANKLIN	144
ROANOKE	066	FREDERICKSBURG	019
800-767-3393		GLOUCESTER	142
		GROVETON	026
HARRISONBURG		HAMPTON/NN	146/149
	084	HARRISONBURG	085
800-745-7247		HERNDON	011
		LEXINGTON	062
WEST COAST		LYNCHBURG	063/072
267 & 268		PETERSBURG	055
		MANASSAS	007
		NEWPORT NEWS	149/146
NWN POOL		NORFOLK	143
811, 885		RICHMOND	050
027		ROANOKE	070
260		SOUTH BOSTON	065
		SOUTH HILL	052
		SMITHFIELD	141
		SPRINGFIELD	258
		STAUNTON	086
		SUFFOLK	145
		WARRENTON	024
		WARSAW	051
		WAYNESBORO	083
		WINCHESTER	081
		PULASKI	066
		WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.		Page:	
01/15/91				98-008		9 of 22	
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS		
			(RDD) 30 DAYS ARO				
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE		
	Paging Services for the Grundy/Richlands Virginia Area						
36.	Digital Paging Service unlimited pages	20	ea.	2.70	54.00		
37.	Alphanumeric Paging Service unlimited pages	10	ea.	6.95	69.50		
38.	Service Connection Charges (if any)	30	ea.	0			
39.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00			
40.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00			
	Total Evaluated Cost (Items 36-40)						123.50
	Note:						
	The vendor must attach Coverage maps and local exchange information for this area.						
	Map 929.5125 Local						

1567


VIRGINIA

METROCALL



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale.

929.5125 MHz

800 POOLS

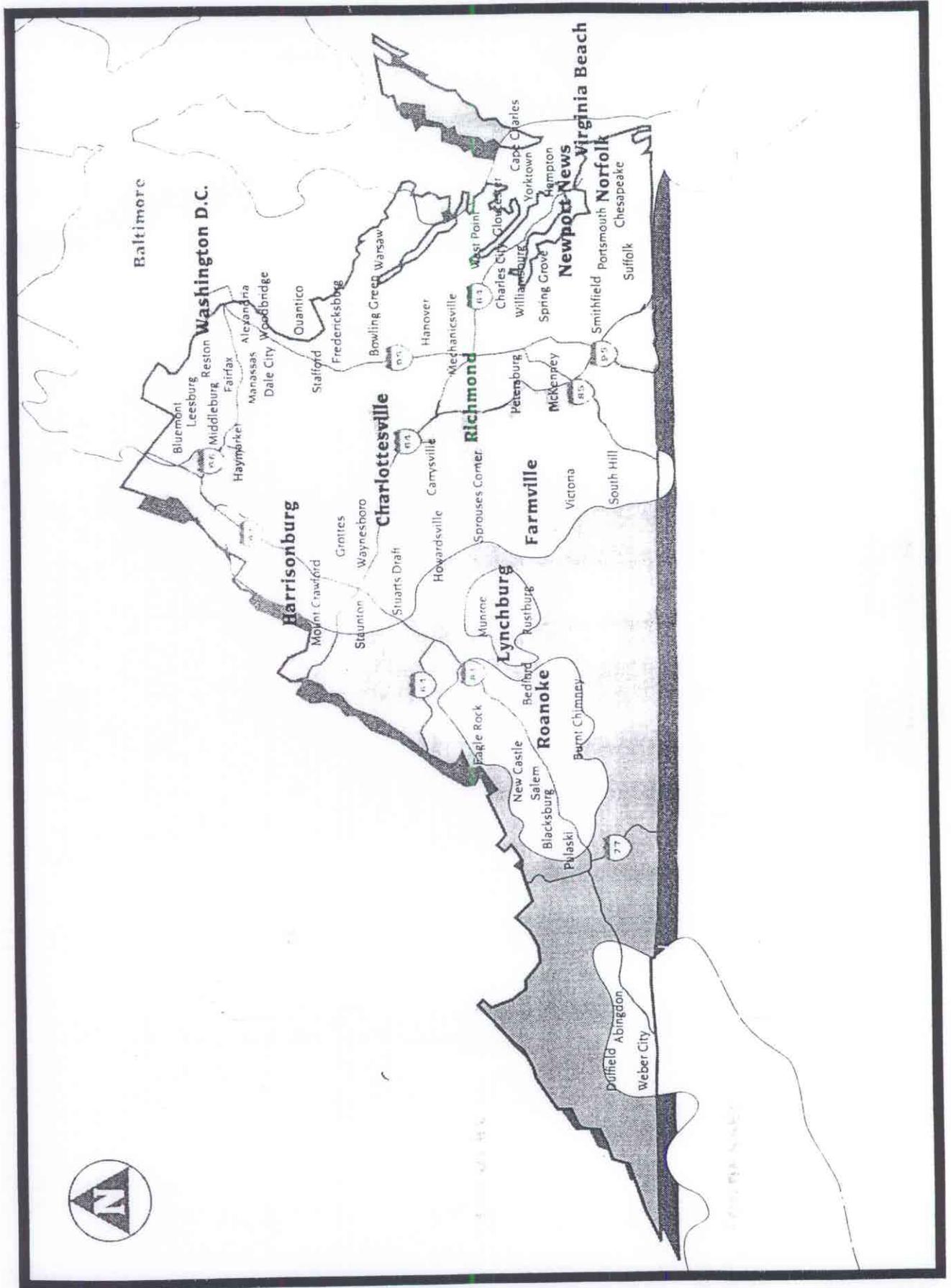
800 PIN NUMBERS

NORFOLK 147
800-486-7243RICHMOND 040
800-899-7247SOUTH BOSTON
065
800-767-3393ROANOKE 066
800-767-3393HARRISONBURG
084
800-745-7247WEST COAST
267 & 268NWN POOL
811, 885
027
260

LOCAL VA/DC POOLS

AMELIA	043
ALEXANDRIA	022/026
BEDFORD	061
CHARLOTTESVILLE	054/047
CHESTER	053
CREWE	044
CULPEPPER	009
DANVILLE	064
EMPORIA	056
FARMVILLE	042
FRANKLIN	144
FREDERICKSBURG	019
GLOUCESTER	142
GROVETON	026
HAMPTON/NN	146/149
HARRISONBURG	085
HERNDON	011
LEXINGTON	062
LYNCHBURG	063/072
PETERSBURG	055
MANASSAS	007
NEWPORT NEWS	149/146
NORFOLK	143
RICHMOND	050
ROANOKE	070
SOUTH BOSTON	065
SOUTH HILL	052
SMITHFIELD	141
SPRINGFIELD	258
STAUNTON	086
SUFFOLK	145
WARRENTON	024
WARSAW	051
WAYNESBORO	083
WINCHESTER	081
PULASKI	066
WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.		Page:	
01/15/91				98-008		11 of 22	
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS		
			(RDD) 30 DAYS ARO				
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE		
Paging Services for the Marion Virginia Area							
46.	Digital Paging Service Unlimited pages	20	ea.	2.70	54.00		
47.	Alphanumeric Paging Service Unlimited pages	10	ea.	6.95	69.50		
48.	Service Connection Charges (if any)	30	ea.	0			
49.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00			
50.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00			
Total Evaluated Cost (Items 46-50)						123.50	
<p>Note:</p> <p>The vendor must attach Coverage maps and local exchange information for this area.</p> <p>Map 929.5125</p>							
						1567	



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale.

929.5125 MHz

800 POOLS

800 PIN NUMBERS

NORFOLK 147

800-486-7243

RICHMOND 040

800-899-7247

SOUTH BOSTON

065

800-767-3393

ROANOKE 066

800-767-3393

HARRISONBURG

800-745-7247

WEST COAST

267 & 268

NWN POOL

811, 885

027

260

LOCAL VA/DC POOLS

AMELIA 043

ALEXANDRIA 022/026

BEDFORD 061

CHARLOTTESVILLE 054/047

CHESTER 053

CREWE 044

CULPEPPER 009

DANVILLE 064

EMPORIA 056

FARMVILLE 042

FRANKLIN 144

FREDERICKSBURG 019

GLOUCESTER 142

GROVETON 026

HAMPTON/NN 146/149

HARRISONBURG 085

HERNDON 011

LEXINGTON 062

LYNCHBURG 063/072

PETERSBURG 055

MANASSAS 007

NEWPORT NEWS 149/146

NORFOLK 143

RICHMOND 050

ROANOKE 070

SOUTH BOSTON 065

SOUTH HILL 052

SMITHFIELD 141

SPRINGFIELD 258

STAUNTON 086

SUFFOLK 145

WARRENTON 024

WARSAW 051

WAYNESBORO 083

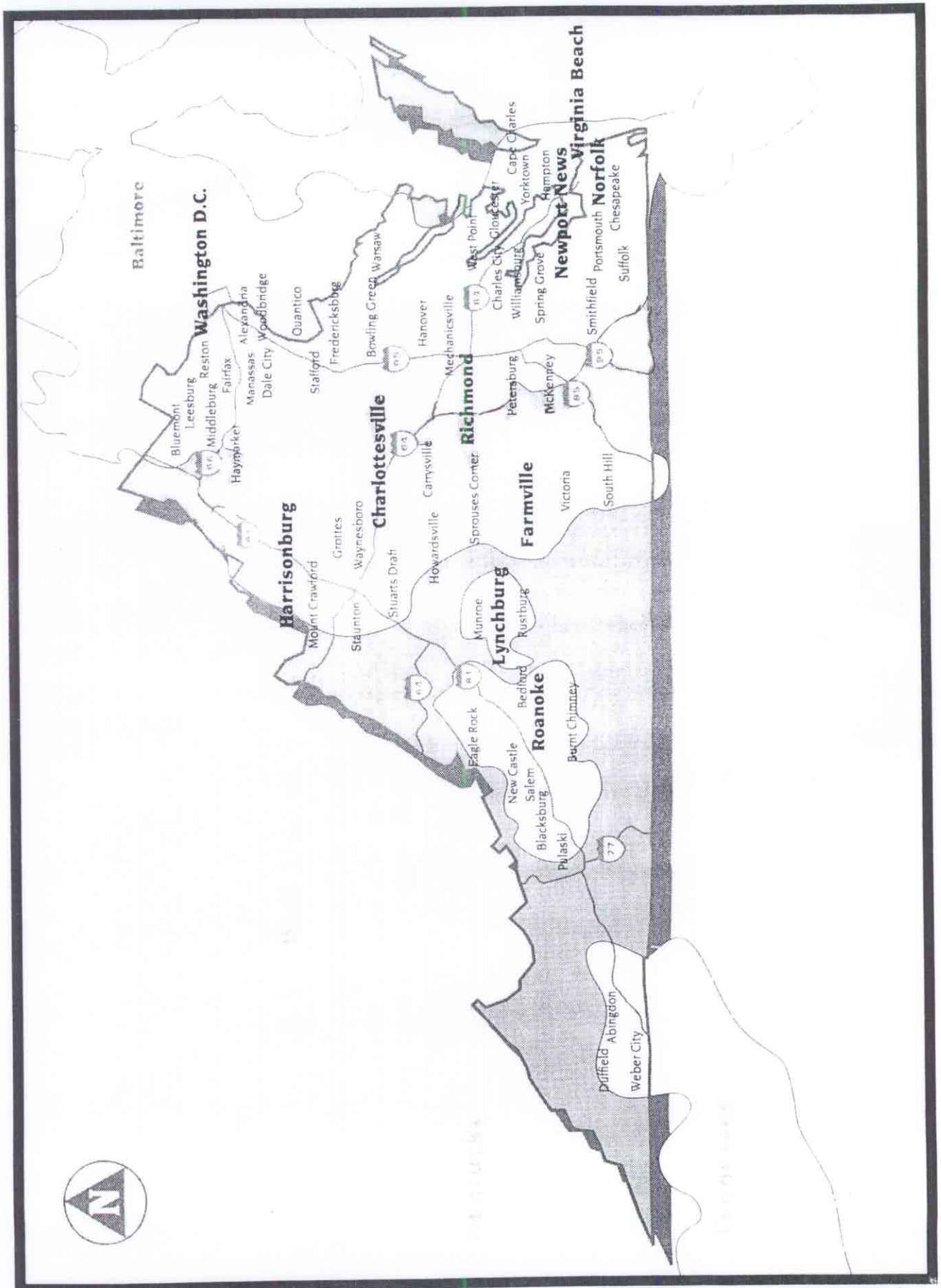
WINCHESTER 081

PULASKI 066

WASHINGTON, DC 001

DIT-62A	SCHEDULE		IFB NO.	Page:	
01/15/91			98-008	13 of 22	
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:		INITIALS	
		(RDD) 30 DAYS ARO			
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	Paging Services for the Charlottesville Virginia Area				
56.	Digital Paging Service Unlimited pages	20	ea.	2.70	54.00
57.	Alphanumeric Paging Service Unlimited pages	10	ea.	6.95	69.50
58.	Service Connection Charges (if any)	30	ea.	0	
59.	Replacement of the Digital Paging Device 5 per year at no cost	1	ea.	35.00	
60.	Replacement of the Alphanumeric Paging Device 5 per year at no cost	1	ea.	50.00	
	Total Evaluated Cost (Items 56-60)				123.50
	Note: The vendor must attach Coverage maps and local exchange information for this area. Map 929.5125 Local				

1567



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale.

929.5125 MHz

800 POOLS

LOCAL VA/DC POOLS

800 PIN NUMBERS

NORFOLK 147
800-486-7243

RICHMOND 040
800-899-7247

SOUTH BOSTON
065
800-767-3393

ROANOKE 066
800-767-3393

HARRISONBURG
084
800-745-7247

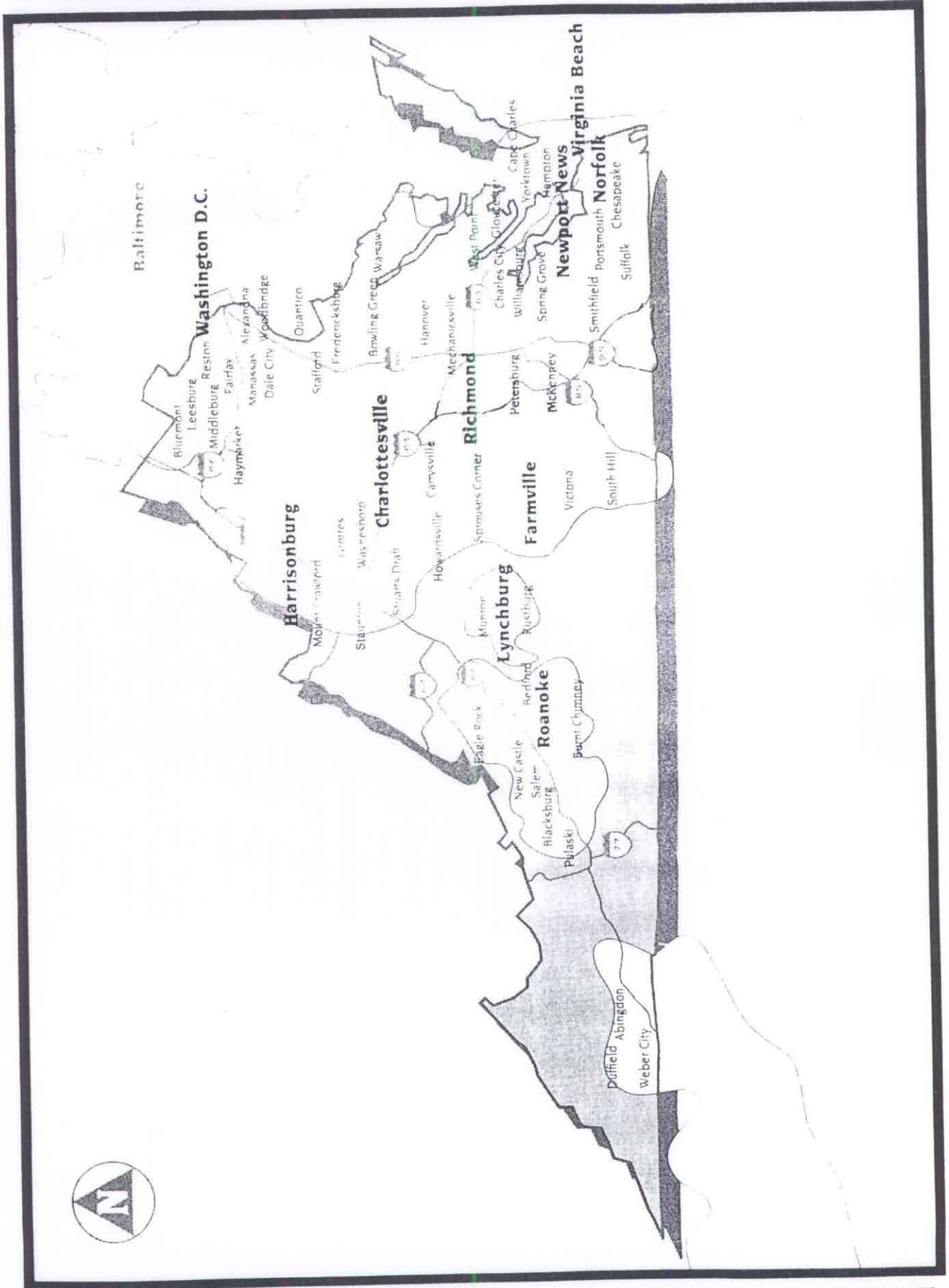
WEST COAST
267 & 268

NWN POOL
811, 885
027
260

AMELIA	043
ALEXANDRIA	022/026
BEDFORD	061
CHARLOTTESVILLE	054/047
CHESTER	053
CREWE	044
CULPEPPER	009
DANVILLE	064
EMPORIA	056
FARMVILLE	042
FRANKLIN	144
FREDERICKSBURG	019
GLOUCESTER	142
GROVETON	026
HAMPTON/NN	146/149
HARRISONBURG	085
HERNDON	011
LEXINGTON	062
LYNCHBURG	063/072
PETERSBURG	055
MANASSAS	007
NEWPORT NEWS	149/146
NORFOLK	143
RICHMOND	050
ROANOKE	070
SOUTH BOSTON	065
SOUTH HILL	052
SMITHFIELD	141
SPRINGFIELD	258
STAUNTON	086
SUFFOLK	145
WARRENTON	024
WARSAW	051
WAYNESBORO	083
WINCHESTER	081
PULASKI	066
WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.	Page:
01/15/91				98-008	15 of 22
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS
			(RDD) 30 DAYS ARO		
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
Paging Services for the Lynchburg Virginia Area					
66.	Digital Paging Service Unlimited pages	20	ea.	2.70	54.00
67.	Alphanumeric Paging Service Unlimited pages	10	ea.	6.95	69.50
68.	Service Connection Charges (if any)	30	ea.	0	
69.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00	
70.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00	
Total Evaluated Cost (Items 66-70)					123.50
<p>Note:</p> <p>The vendor must attach Coverage maps and local exchange information for this area.</p> <p>Map 929.5125</p>					

1567



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale.

929.5125 MHz

800 POOLS

LOCAL VA/DC POOLS

800 PIN NUMBERS		AMELIA	043
		ALEXANDRIA	022/026
NORFOLK	147	BEDFORD	061
800-486-7243		CHARLOTTESVILLE	054/047
		CHESTER	053
RICHMOND	040	CREWE	044
800-899-7247		CULPEPPER	009
		DANVILLE	064
SOUTH BOSTON		EMPORIA	056
065			
800-767-3393		FARMVILLE	042
		FRANKLIN	144
ROANOKE	066	FREDERICKSBURG	019
800-767-3393		GLOUCESTER	142
		GROVETON	026
HARRISONBURG		HAMPTON/NN	146/149
	084	HARRISONBURG	085
800-745-7247		HERNDON	011
		LEXINGTON	062
WEST COAST		LYNCHBURG	063/072
267 & 268		PETERSBURG	055
		MANASSAS	007
		NEWPORT NEWS	149/146
NWN POOL		NORFOLK	143
811, 885		RICHMOND	050
027		ROANOKE	070
260		SOUTH BOSTON	065
		SOUTH HILL	052
		SMITHFIELD	141
		SPRINGFIELD	258
		STAUNTON	086
		SUFFOLK	145
		WARRENTON	024
		WARSAW	051
		WAYNESBORO	083
		WINCHESTER	081
		PULASKI	066
		WASHINGTON, DC	001

800 POOLS

800 PIN NUMBERS

NORFOLK 147
800-486-7243RICHMOND 040
800-899-7247SOUTH BOSTON
065

800-767-3393

ROANOKE 066
800-767-3393HARRISONBURG 084
800-745-7247WEST COAST
267 & 268NWN POOL
811, 885
027
260

LOCAL VA/DC POOLS

AMELIA	043
ALEXANDRIA	022/026
BEDFORD	061
CHARLOTTESVILLE	054/047
CHESTER	053
CREWE	044
CULPEPPER	009
DANVILLE	064
EMPORIA	056
FARMVILLE	042
FRANKLIN	144
FREDERICKSBURG	019
GLOUCESTER	142
GROVETON	026
HAMPTON/NN	146/149
HARRISONBURG	085
HERNDON	011
LEXINGTON	062
LYNCHBURG	063/072
PETERSBURG	055
MANASSAS	007
NEWPORT NEWS	149/146
NORFOLK	143
RICHMOND	050
ROANOKE	070
SOUTH BOSTON	065
SOUTH HILL	052
SMITHFIELD	141
SPRINGFIELD	258
STAUNTON	086
SUFFOLK	145
WARRENTON	024
WARSAW	051
WAYNESBORO	083
WINCHESTER	081
PULASKI	066
WASHINGTON, DC	001

DIT-62A		SCHEDULE		IFB NO.	Page:
01/15/91				98-008	17 of 22
NAME OF CONTRACTOR			REQUIRED DELIVERY DATE:		INITIALS
			(RDD) 30 DAYS ARO		
ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	Paging Services for the Roanoke Virginia Area				
76.	Digital Paging Service Unlimited calls	20	ea.	2.70	54.00
77.	Alphanumeric Paging Service Unlimited calls	10	ea.	6.95	69.50
78.	Service Connection Charges (if any)	30	ea.	0	
79.	Replacement of the Digital Paging Device 5 per year at no charge	1	ea.	35.00	
80.	Replacement of the Alphanumeric Paging Device 5 per year at no charge	1	ea.	50.00	
	Total Evaluated Cost (Items 76-80)				123.50
	Note: The vendor must attach Coverage maps and local exchange information for this area. Map 929.5125 Local				

1567

DIT-62A	SCHEDULE	IFE NO.	Page:
01/15/91		98-008	19 of 22
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:	INITIALS
		(RDD) 30 DAYS ARO	

8. Contractual Terms and Conditions are attached to this solicitation document. Neither DIT nor the using agency will sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the Contracts Manager, DIT shall have no validity and the attached Terms and Conditions shall supercede all such agreements. Vendors should read and understand all of the terms and conditions prior to submission of a bid.
9. To be considered responsive, the vendor or his affiliates/subsidiaries must be licensed by the FCC. By submitting a response, the vendor certifies that the vendor is in compliance with all FCC and SCC rules and regulations for paging service.
10. The vendor shall provide to DIT detailed billing information for each account (pager) that includes (at a minimum):
- * Invoice Number
 - * Invoice Date
 - * Pager ID (Phone Number, PIN)
 - Agency Name
 - Agency Location (address)
 - Fixed Monthly Charges
 - Credits (If Any)
 - Number of Pages (Informational Only)
 - * Total Monthly Charge

Astericks indicate mandatory fields. The others are highly desireable and must be provided if the vendor's system collects such information.

The detailed billing must be submitted on magnetic media along with a paper invoice no later than the 10th of each month. The vendor's billing cycle should end on or after the 25th of the month for all DIT pagers. All services billed must have been delivered during the preceeding 90 days. The Commonwealth reserves the right to refuse payment of any invoices submitted for services over 90 days old.

The Invoice must include the vendor's Federal Identification Number (FIN). The Commonwealth of Virginia is exempt from taxes. There are to be no taxes charged. The proposed monthly service charge is to be fully burdened. No additional fees or charges are allowed during the term of the contract.

11. The resulting contract for services shall be one year with five (5), one year renewals.

Individual service shall be based on a "month-to-month" contract (60 days minimum). Service may be cancelled upon 30 day notice. Any equipment provided shall be returned to the vendor.

12. Any questions concerning these requirements herein shall be addressed to J. B. Edmonds in writing. Requests may be faxed to (804) 371-5969. Vendors must not rely on any data not received directly from the issuing office.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		98-008	21 of 22

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS
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16. The vendor should note that many users of the requested service may be law enforcement, fire and rescue services. Airtime must be available 24 hours a day, seven (7) days a week, 365 days a year with a guarantee that 98% of all pages to a user within the designated service area be received. The vendor should include with their bid information relative to how this will be achieved. This must be provided prior to any award.

In the event service is interrupted for 8 or more hours out of any day, the vendor shall credit the agency bill, for any pagers affected, by 1/30 of the fixed monthly cost.

17. The vendor shall identify with coverage maps and a list of local exchanges, the service area covered for each region of the state on which a bid is being submitted. Any known dead spots shall be noted. The vendor shall submit prior to award a list of zip codes or counties/cities covered.
18. Any software necessary for alphanumeric paging must be provided to the subscribing agency at no cost. Upgrades or updates must be furnished in a timely manner, whenever they occur, at no cost.
19. Each paging device (except as indicated below) will be supplied with a unique personal telephone number, accessible from any public phone.

Vendors providing state-wide paging shall provide the Commonwealth with a toll-free number for reaching each paging device or a plan that will minimize or eliminate long distance charges from the user's home area. DIT reserves the right, at its sole discretion, to reject bids which have an unacceptable plan. State-wide is defined as paging service that can reach any activated pager located in a geographic area that covers at least 80% of the Commonwealth of Virginia. Coverage maps must be included with the vendor's bid.

Vendors providing nation-wide paging shall provide the Commonwealth with a toll-free number for reaching each paging device. Nationwide coverage is defined, for purposes of this solicitation, as service that reaches all major cities in the continental US.

20. In the event there is no vendor that provides all of the requested services within a geographic area bid, the Commonwealth reserves the right to drop from consideration one or more services and re-evaluate vendors based on the remaining services.
21. If the vendor is a reseller of service, the service provider must be identified in the bid document.
22. The vendor shall provide DIT with a statement, along with their bid, or prior to award detailing their compliance with Year 2000 and their plans in that regard.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		98-008	22 of 22
NAME OF CONTRACTOR		REQUIRED DELIVERY DATE:	INITIALS
		(RDD) 30 DAYS ARO	

Attach any required Additional Information

Metrocall will offer to existing State users the following price schedule on its' 158.700 MHz premiere coverage channel. Attached for your review, is a map which defines Metrocall's premiere coverage. State agencies will be allowed to retain both their current phone numbers and equipment. New pricing will take effect as existing contracts expire and the new contract is executed.

	Qty.	Unit	Extended	
6 Digital Paging Service Unlimited calls	20	5.95	119.00	1668
Statewide Coverage		(\$1.00 additional per unit requiring the coverage)		
7 Alphanumeric Paging Service	10	9.95	99.50	1314
Statewide Coverage		(\$1.00 additional per unit requiring the coverage)		
8 Activation Fees	30	0	0	
9 Replacement of the Digital Device 5 per year at no charge	20	35.00		35
10 Replacement of the Alpha Device 5 per year at no charge	10	50.00		50
Total Evaluated Cost	1		218.50	3067

**As customer owned pagers become defective, Metrocall will replace units with rental equipment at identical pricing.*

SOLICITATION INSTRUCTIONS

REV. 07/17/97

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE CAUTIONED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, AND READ ALL TERMS AND CONDITIONS. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN JANUARY 1995 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing DPSs Electronic Bulletin Board for downloading - (804) 371-8346. Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

- A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.
- B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.
- C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.
- D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

- E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From: Name of Vendor
 Street or Box Number
 City, State, Zip Code
 Due Date Time
 IFB No.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made.

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder's firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manager, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. DRUG FREE WORKPLACE

Each of the following acts is prohibited by the Contractor or his/her employees performing service under the terms of a contract resulting from this solicitation.

- a. Unlawful or unauthorized manufacture, distribution dispensing, possession or use of alcohol or other drugs at the workplace.
- b. Impairment or incapacitation in the workplace for the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

By submitting their bids, bidders certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation, they will comply. They also understand that a violation of these prohibitions is a breach of contract and can result in default action.

18. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of *Code of Virginia*, Section 11-52D, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #98-008
GENERAL PROVISIONS

1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", will acquire Nationwide/Statewide paging services, hereinafter referred to as the "Services" from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

This solicitation is being issued by the Commonwealth of Virginia's Department of Information Technology (DIT) on behalf of all agencies, institutions and other public bodies, to acquire a statewide contract for the paging services identified in the Schedule. DIT is responsible for the technical content of the solicitation and the issuing, evaluating, and award/execution of any contract(s), which may result from this solicitation. In addition, DIT will issue all order(s) for paging services provided under this contract.

Public Bodies are defined in Section 11-37 of the Code of Virginia as "any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty."

2. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this contract shall be binding upon Contractor.

For the purposes of this contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor in this solicitation as to the Services to be provided, or other physical design or functional characteristics of that which is offered.

3. SERVICE COMMENCEMENT DATE

- a. The Contractor shall begin delivery of paging Services identified in the Schedule within fifteen (15) calendar days from receipt of the fully executed contract (IFB #98-008) signed by the Contracts Manager, DIT. The commencement of Services shall require the Contractor to deliver pagers/paging services to individual users upon receipt of individual Telecommunications Services Requests (TSRs) executed by DIT's Ordering Officers.

7. 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 Contract. 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 2.1-122 and Section 2.1-127 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 contract, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth (as computed by this contract and each TSR issued by DIT). This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 7. above.

8. NON-APPROPRIATION

All funds for payment of the Services ordered under this contract are subject to the availability of legislative appropriation for this purpose. In the event of nonappropriation of funds by the Legislature for the Services listed under this contract, the Commonwealth will terminate this contract or any individual TSR for those 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.

12. ENTIRE AGREEMENT

This contract, the solicitation, bid response, solicitation instructions, attachments and all Services specifically listed in the schedule, and the notes in the schedule constitute the entire contract between the parties with respect to the subject matter of this contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the State under the terms and conditions of this contract.

No other written documents regardless of form or content shall be executed by DIT for Services acquired under this contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

13. MODIFICATIONS

This contract may be modified in accordance with Section 11-55 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 and signed 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 individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$10,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

14. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the schedule identified herein. In no event may the amount of any contract, without adequate consideration, be increased for any purpose.

15. TERM

The term of this contract shall be for a period of twelve (12) months from the date of execution of this contract by the Contracts Manager, DIT. The Commonwealth at its sole option may extend the term of this contract for five (5) additional one-year periods. The Contractor shall be given thirty days advance written notice of the Commonwealth's intention to extend the term for such additional periods.

18. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this contract and all invoices or correspondence directly relating to this contract.

19. LIABILITY

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this contract. The Contractor shall indemnify and hold harmless the State, its agencies, employees and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees, for personal injury and damage to real or personal property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. Nothing contained herein shall be deemed as an express or implied waiver of the sovereign immunity of the State, or pledge of the full faith and credit of the State.

Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligations under this contract.

20. CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this contract. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this contract. For breach of one or both of the foregoing warranties, the Commonwealth shall have the right to terminate this contract without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

21. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each delivery/activation of individual pagers) are subject to inspection and testing by the State, and any which do not meet or exceed the specifications or other requirements of the contract may be rejected. The State shall be given seventy-two (72) consecutive hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractor's Services fail to meet the contract specifications or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the

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 Service(s) which are subject of the State's notice of breach.

This remedy is in addition to and not in lieu of any other remedy Commonwealth may have under this contract and the laws of the Commonwealth of Virginia.

24. DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such 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 11-70, Code of Virginia or Administrative Appeals Procedure Section 11-71, Code of Virginia.

Any dispute, claim or cause of action filed by Contractor (or any party making such claim on behalf of or under the rights of Contractor, his agents or any subcontractor) shall be governed by Sections 11-69, 11-70, 11-71, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

25. INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments under this contract shall be monthly in arrears. No invoice may include any costs other than those identified in the Schedule. Invoices shall provide at a minimum:

1. Type and description of the Service;
2. Charge for each item;
3. This Contract Number, the individual TSR Number(s) and;
4. Contractor's Federal Identification Number (FIN);

28. THIRD PARTY BILLING

All Services provided under this contract, 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.

29. CREDITS

Any credits due the agency under the terms of this contract may be applied against Contractor's invoices for the agency with the appropriate information attached.

30. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this contract. Contractors whose contracts are terminated for such action may be placed on DIT's list of Debarred/Ineligible bidders in accordance with Section 7.16 of the Division of Purchases and Supply's Vendor's Manual dated January 1995.

31. TERMINATION FOR CONVENIENCE

The Department of Information Technology (DIT), on behalf of the various agencies and other public bodies, may at its sole option and discretion, cancel all or any portion of the Services set forth in this contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

The Contractor shall be given thirty (30) days written notice of any such request for termination.

By execution of this contract, Contractor agrees that in the event of termination for convenience, there shall be no termination costs or charges due.

32. ORDERING OFFICER(S)

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Primary and Alternate Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified in the Schedule, by written TSR(s) which reference this contract, and does not include the ability to add any additional Services not set forth in the Schedule 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 12 of this contract.

The authorized Ordering Officers appointed by DIT and assigned to this contract are identified below. Notwithstanding anything to the contrary, the State will make payment only against the base contract and other valid TSR(s) executed by the Ordering Officers listed below.

ATTACHMENT "A"
IFB #98-008
Page 1 of 3 Pages

PRINTED FROM DIT-S

04717-786-C3P

DEPARTMENT OF INFORMATION TECHNOLOGY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE REQUEST

DIT ORDER NO : 804717-786-C3P PROJECT: DLS-0421
ACCOUNT NO. : 8047860000871 REQUESTED DUE DATE: 98-04-30
DIT CONTACT : DONNIE SACKETT
TELEPHONE : 804/371-8536 SCATS: 371-8536
COPY TO :

DIT APPROVAL : _____ DATE: _____

ACTIVITY CODE: 0182164 AGENCY LOG NO: 98093
AGENCY : VIRGINIA EMPLOYMENT COMMISSION APR 22 1998
COORDINATOR : MARGARET BROWN
ADDRESS : 703 E. MAIN ST.
CITY : RICHMOND
STATE: VA
TELEPHONE : 804/786-3614
BY: _____

SAMPLE

VENDOR : BELL ATLANTIC
ADDRESS : 600 EAST M
CITY : RICHMOND
STATE : VA
REMARKS TO VENDOR
ZIP: 23219

ATTN: OPTIMAIL

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____

REMARKS FROM VENDOR:

SERVICE REQUEST GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 2

BELL ATLANTIC:

804/786-7387; PLEASE INSTALL STANDARD OPTIMAIL (15 MIN.) STORAGE WITH
CFB/CFNA (3) RINGS TO OPTIMAIL. ACTIVE STUTTER DIAL TONE
FOR MESSAGE WAITING INDICATION.

ATTACHMENT "A"

IFB #98-008

Page 3 of 3 Pages

IP PAGE 3

UPDATE FACILITY

ID KEY: CNX8047867387

ID KEY2:

DET-SOS FACILITY SEQUENCE NUMBER: 804717-001

CENTREX LOCATION GRP: 78600008
LOCATION CONTACT : JUSTINE ALLEN
ADDRESS : 703 E. MAIN ST.
CITY : RICHMOND
STATE : VA ZIP : 23219
TELEPHONE : 804/786-7470 SCATS:
FACILITY DESCRIPTION: ROOM 202
:

INSTALL THE FOLLOWING FEATURES/ PRODUCTS FOR THE FACILITY DESCRIBED ABOVE:

ITEM	FEATURE/PRODUCT DESCRIPTION	QTY	TERMS/CONTRACT #
1.	OPT_MAIL - STANDARD MAIL BOX	001	

SAMPLE

*** NOTES TO ALL VENDORS:

1. CHANGES TO THE REQUESTED SERVICE ARE NOT AUTHORIZED.
2. PLEASE NOTIFY DET SERVICE ORDER CONTACT IF DUE DATE CANNOT BE MET.
3. ALL FEATURES/PRODUCTS ARE TO BE LEASED UNLESS OTHERWISE NOTED.

*** NOTES TO LINE/CIRCUIT VENDOR:

1. INDICATE NEW PHONE NUMBERS, CIRCUIT IDS ASSIGNED.
2. FOR CIRCUITS, SUPPLY ALL WIRE CENTER AND ROUTING INFORMATION (CIRCUIT LOCATIONS, ASSOCIATED PRODUCT CODES, ETC.).



COMMONWEALTH of VIRGINIA

Cheryl Clark
Chief Transition Officer
Email:cheryl.clark@vita.virginia.gov

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219
(804) 371-5000
August 5, 2003

TDD VOICE - TEL. NO.
371-8076

Ms. Debbie A. Brown
Metrocall, Inc.
4164 Virginia Beach Blvd.
Suite #200
Virginia Beach, VA 23462

RE: Contract Modification #14, VA-981001-METR

Dear Ms. Brown:

We are sending you two originals of the proposed Modification #14 to the above referenced contract. The purpose of this modification is to renew the contract for one additional year. Please review the enclosed proposed modification, and if acceptable, sign and date both copies of the document in the space provided. Immediately following our receipt of these two signed copies of the Modification, the Commonwealth will countersign and return one complete document to you for your records.

Should you have any questions concerning this Modification, please feel free to call me at (804) 371-5991.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe A. Parr".

Mr. Joe A. Parr, CPPO, CPPB, VCO
Technology Contracts Manager

Enclosures: (2)